

**REPORT TO MAYOR AND CITY COUNCIL SITTING AS THE LOCAL REUSE AUTHORITY**

TO THE HONORABLE MAYOR AND CITY COUNCIL SITTING AS THE LOCAL REUSE AUTHORITY:

DATE: July 8, 2014

SUBJECT: APPROVAL OF A MASTER SERVICES AGREEMENT IN THE AMOUNT OF \$5,000 WITH JOHNSON MARIGOT CONSULTING, LLC FOR CONCORD COMMUNITY REUSE PROJECT DISPOSITION AND DEVELOPMENT REGULATORY SUPPORT SERVICES. FUNDING WILL BE PROVIDED BY A LOAN TO THE LOCAL REUSE AUTHORITY (LRA) FROM THE GENERAL FUND. TOTAL FUNDING SINCE 2014 IS \$5,000.

Report in Brief

Staff is requesting approval of a Master Services Agreement with Johnson Marigot Consulting, LLC (Johnson Marigot) provides for regulatory support services for site wide permitting for the Local Reuse Authority (LRA) in an amount not to exceed \$5,000. Mr. Cameron Johnson provides specialized regulatory support services associated with the Endangered Species Act (Section 7) and the Clean Water Act (Section 404). Mr. Johnson brings specific specialized expertise in working with permit applications before the U.S. Army Corps of Engineers (USACOE).

Background

Mr. Johnson has been involved with the Concord project since 2012 when he was serving as the USACOE San Francisco District Supervisor. Mr. Johnson has been in private practice since 2013 and brings a strong background with both Federal and state wildlife and water quality agencies. He also has a strong working relationship with Ebbin Moser and Skaggs, outside special counsel supporting the LRA on biologic resource permits.

Discussion

The Executive Director of the LRA recommends the City Council sitting as the LRA authorize a Master Professional Services Agreement with Johnson Marigot for an amount not to exceed \$5,000. This agreement will provide Mr. Johnson's on-call services related to LRA BRAC and development activities. Among these activities will be:

**APPROVAL OF A MASTER SERVICES AGREEMENT IN THE AMOUNT OF
\$5,000 WITH JOHNSON MARIGOT CONSULTING, LLC FOR CONCORD
COMMUNITY REUSE PROJECT DISPOSITION AND DEVELOPMENT
REGULATORY SUPPORT SERVICES. FUNDING WILL BE PROVIDED BY A
LOAN TO THE LOCAL REUSE AUTHORITY (LRA) FROM THE GENERAL
FUND. TOTAL FUNDING SINCE 2014 IS \$5,000.**

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- Supporting the LRA in meetings with the U.S. Fish and Wildlife Service and the USACOE.
- EDC disposition strategies.
- Support of the LRA in meetings with state regulators for wildlife and water quality.
- Review of documents/strategies on resource protection/enhancement within the conversation area transferred to the EBRPD.
- Support in development of endowment strategies for site wide mitigation programs.

Fiscal Impact

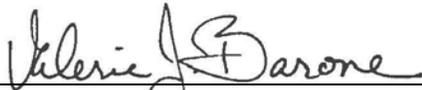
Staff is requesting LRA approve a Master Professional Services Agreement in an amount not to exceed \$5,000. Funding will be provided through a loan to the LRA from the General Fund that was approved and appropriated as part of the adoption of the FY 2014/2015 budget. The loan will be repaid, with interest, from land sales or leases within the former Concord Naval Weapons Station (CNWS). The agreement will cover a performance period of July 1, 2014 to June 30, 2015.

Public Comment

Notice of this meeting has been posted. Mr. Johnson has received a copy of the staff report.

Recommendation for Action

Authorize the LRA Executive Director to execute a Master Professional Services Agreement with Johnson Marigot Consulting, LLC to provide professional services related to the Concord Community Reuse Project, not to exceed \$5,000.



Valerie J. Barone
City Manager
valerie.barone@cityofconcord.org

Prepared by: Michael W. Wright
Executive Director
Local Reuse Authority

Attachment 1: Agreement with Johnson Marigot Consulting, LLC

AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT ("Agreement") is entered into on July 1, 2014 between the City of
2 Concord ("CITY") and Johnson Marigot Consulting LLC, 88 North Hill Drive, Suite C, Brisbane, CA
3 94005 ("CONSULTANT").

4 THE PARTIES ENTER THIS AGREEMENT based upon the following facts, understandings
5 and intentions:

6 The CITY desires to contract with CONSULTANT to provide the professional services
7 described in Section 2 of this Agreement, upon the terms and conditions hereinafter set forth.

8 NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the
9 parties herein contained, the parties hereto agree as follows:

10 1. **TERM.** This Agreement shall commence on July 1, 2014 and expire on June 30,
11 2015.

12 A. **Extension of Term.** Upon mutual written agreement by the parties, the term of
13 this Agreement may be extended for an additional period(s) of twelve months commencing upon the
14 expiration of the initial or extended term, subject to the same terms and conditions of this Agreement.
15 CONSULTANT shall give written notice of its request for extension of the term of the Agreement to
16 the City's Authorized Representative, as identified in Section 4 below, at least thirty (30) days prior to
17 expiration of the initial or extended term.

18 The extension(s) of the term of this Agreement shall be subject to a review of
19 CONSULTANT'S performance in accordance with the terms and conditions of this Agreement and
20 shall be subject to City approval. Such extension of time shall be in writing by a duly executed
21 Amendment to this Agreement.

22 2. **SCOPE OF SERVICES.** Subject to such policy direction and approvals provided by
23 the CITY's Authorized Representative, CONSULTANT shall perform the services described in detail
24 in Exhibit A, Scope of Services. CITY retains all rights of approval and discretion with respect to the
25 projects and undertakings contemplated by this Agreement.

26 3. **PAYMENT.** The compensation to be paid to CONSULTANT including payment for
27 professional services and reimbursable expenses, shall be at the rate and schedules in detail in
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1 Exhibit A. However, shall in no event shall the amount CITY pays CONSULTANT exceed Five
2 Thousand Dollars (\$5,000) for the term of this Agreement. Any Amendment to this Agreement that
3 includes an increase to this compensation amount shall be made in accordance with Section 5 below.

4 CONSULTANT may submit monthly statements for services rendered; all statements shall
5 include adequate documentation demonstrating work performed during the billing period. It is
6 intended that CITY review such statement and pay CONSULTANT for services rendered within 30
7 days of receipt of a statement that meets all requirements of this Agreement. Payment by CITY shall
8 not be deemed a waiver of unsatisfactory work, even if such defects were known to the CITY at the
9 time of payment.

10 **4. AUTHORIZED REPRESENTATIVES.** Authorized representatives shall represent
11 CITY and CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered
12 by CONSULTANT under this Agreement except where approval for the CITY is specifically required
13 by the City Council. The CITY's authorized representative is Michael W. Wright, Executive
14 Director of the Local Reuse Authority of the City of Concord. The CONSULTANT's authorized
15 representative is Cameron Johnson, Principal.

16 **5. AMENDMENT TO AGREEMENT.** This Agreement may be amended in writing,
17 subject to approval by both parties. If additional services are requested by CITY other than as
18 described in the above Scope of Services, this Agreement may be amended, modified, or changed by
19 the parties subject to mutual consent and in accordance with the CITY's Municipal Code by execution
20 of an Amendment by authorized representatives of both parties setting forth the additional scope of
21 services to be performed, the performance time schedule, and the compensation for such services.

22 **A. Amendment for Additional Compensation.** CITY's Authorized
23 Representative is authorized to execute amendments to the Agreement on behalf of CITY, including
24 amendments providing for additional compensation to CONSULTANT not to exceed \$50,000 during
25 the fiscal year, including the base contract amount, throughout the term of this Agreement. Any
26 additional compensation to CONSULTANT that is \$50,000 or more for the fiscal year, including the
27 base contract amount, must be approved by City Council.

1 Consultant's failure to secure CITY's written authorization for additional compensation or
2 changes to the Scope of Work shall constitute a waiver of any and all right to adjustment in the price
3 or time due, whether by way of compensation, restitution, quantum meruit, or similar relief.

4 **6. INDEPENDENT CONTRACTOR.** Both parties understand and acknowledge that
5 CONSULTANT, its agents, employers and subcontractors are and shall at all times remain as to the
6 CITY wholly independent contractors. Neither the CITY nor any of its officers or employees shall
7 have any control over the manner by which the CONSULTANT performs this Agreement and shall
8 only dictate the results of the performance. CONSULTANT shall not represent that CONSULTANT
9 or its agents, employees or subcontractors are agents or employees of the CITY, and CONSULTANT
10 shall have no authority, express or implied, to act on behalf of the CITY in any capacity whatsoever as
11 an agent, and shall have no authority, express or implied, to bind the CITY to any obligation
12 whatsoever, unless otherwise provided in this Agreement.

13 As an independent contractor, CONSULTANT shall not be eligible for any benefits, which the
14 City may provide to its employees and all persons, if any, hired by CONSULTANT shall be
15 employees or subcontractors of CONSULTANT and shall not be construed as employees or agents of
16 the CITY in any respect. CONSULTANT shall receive no premium or enhanced pay for work
17 normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work
18 performed during non-standard business hours, such as in the evenings or on weekends.
19 CONSULTANT shall not receive a premium or enhanced pay for work performed on a recognized
20 holiday. CONSULTANT shall not receive paid time off for days not worked, whether it be in the
21 form of sick leave, administrative leave, or for any other form of absence. CONSULTANT shall pay
22 all taxes, assessments and premiums under the federal Social Security Act, any applicable
23 unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use
24 taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by
25 reason of or in connection with the services to be performed by CONSULTANT.

26 **7. STANDARD OF PERFORMANCE.** CONSULTANT represents and warrants to
27 CITY that CONSULTANT is skilled and able to provide such services described in the Scope of
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1 Work and that such services shall be performed in an expeditious manner, and with the degree of skill
2 and care that is required by current, good, and sound procedures and practices. CONSULTANT
3 further agrees that the services shall be in conformance with generally accepted professional standards
4 prevailing at the time work is performed.

5 **8. PERFORMANCE BY CONSULTANT.** CONSULTANT shall not employ other
6 consultants, subconsultants, experts, or contractors without the prior written approval of the CITY.
7 Notwithstanding the foregoing, CITY shall not be obligated or liable for payment hereunder to any
8 party other than the CONSULTANT. CONSULTANT hereby designates the CONSULTANT'S
9 representative as the person primarily responsible for the day-to-day performance of
10 CONSULTANT'S work under this Agreement. CONSULTANT shall not change the
11 CONSULTANT'S representative without the prior written consent of the CITY. Unless otherwise
12 expressly agreed by the CITY, CONSULTANT'S representative shall remain responsible for the
13 quality and timeliness of performance of the services, notwithstanding any permitted or approved
14 delegation hereunder.

15 **9. OWNERSHIP AND MAINTENANCE OF DOCUMENTS.** All documents
16 furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT'S
17 services in respect to this project. They are not intended nor are represented to be suitable for reuse by
18 others except CITY on extensions of this project or on any other project. Any reuse without specific
19 written verification and adoption by CONSULTANT for the specific purposes intended will be at
20 user's sole risk and without liability or legal exposure and expenses to CONSULTANT, including
21 attorney's fees arising out of such unauthorized reuse.

22 CONSULTANT'S records, documents, calculations, and all other instruments of service
23 pertaining to actual project shall be given to CITY at the completion of the project. The CITY
24 reserves the right to specify the file format that electronic document deliverables are presented to the
25 CITY.

26 Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions
27 and other final work products compiled by the CONSULTANT under the Agreement shall be vested
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1 in the CITY, none of which shall be used in any manner whatsoever, by any person, firm, corporation,
2 or agency without the expressed written consent of the CITY. Basic survey notes and sketches,
3 charts, computations, and other data prepared or obtained under the Agreement shall be made
4 available, upon request, to the CITY without restriction or limitations on their use. CONSULTANT
5 may retain copies of the above-described information but agrees not to disclose or discuss any
6 information gathered, discussed or generated in any way through this Agreement without the written
7 permission of CITY during the term of this Agreement, unless required by law.

8 **10. INDEMNIFICATION.** CONSULTANT agrees to defend, indemnify and hold
9 harmless the CITY, its officers, officials, employees, agents and volunteers from and against any and
10 all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and
11 other litigation expenses) arising out of the CONSULTANT's performance under the terms of this
12 Agreement. This indemnification obligation on CONSULTANT'S part shall not apply to demands,
13 actions, losses, damages, injuries, and liability arising out of sole negligence or willful misconduct on
14 the part of CITY.

15 **11. INSURANCE.** CONSULTANT shall, at its own expense, procure and maintain in
16 full force at all times during the term of this Agreement the following insurance:

17 **A. Commercial General Liability Coverage.** CONSULTANT shall maintain
18 commercial general liability insurance with limits of no less than One Million Dollars (\$1,000,000)
19 combined single limit per occurrence or Two Million Dollars (\$2,000,000) aggregate limit for bodily
20 injury, personal injury, and property damage.

21 **B. Automobile Liability Coverage.** CONSULTANT shall maintain automobile
22 liability insurance covering all vehicles used in the performance of this Agreement providing a One
23 Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury,
24 and property damage.

25 **C. Compliance with State Workers' Compensation Requirements.**
26 CONSULTANT covenants that it will insure itself against liability for Workers' Compensation
27 pursuant to the provisions of California Labor Code §3700, et seq. CONSULTANT shall, at all times,
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1 upon demand of the City, furnish proof that Workers' Compensation Insurance is being maintained by
2 it in force and effect in accordance with the California Labor Code. The insurer shall also agree to
3 waive all rights of subrogation against the CITY, its officers, officials, employees and volunteers for
4 losses arising from work performed by CONSULTANT for CITY. This provision shall not apply
5 upon written verification by CONSULTANT that CONSULTANT has no employees.

6 **D. Other Insurance Provisions.** The policies are to contain, or be endorsed to
7 contain the following provisions:

8 (1) **Additional Insured.** CITY, its officers, agents, employees, and
9 volunteers are to be covered as an additional insured as respects: Liability arising out of activities
10 performed by or on behalf of CONSULTANT and operations of CONSULTANT, premises owned,
11 occupied, or used by CONSULTANT. The coverage shall contain no special limitations on the scope
12 or protection afforded to CITY, its officers, officials, employees, or volunteers.

13 Except for worker's compensation and professional liability insurance, the policies mentioned
14 in this subsection shall name CITY as an additional insured and provide for notice of cancellation to
15 CITY. CONSULTANT shall also provide timely and prompt notice to CITY if CONSULTANT
16 receives any notice of cancellation or nonrenewal from its insurer.

17 (2) **Primary Coverage.** CONSULTANT'S insurance coverage shall be
18 primary insurance with respect to CITY, its officers, officials, employees, and volunteers. Any
19 insurance, risk pooling arrangement, or self-insurance maintained by CITY, its officers, officials,
20 employees, or volunteers shall be in excess of CONSULTANT'S insurance and shall not contribute
21 with it.

22 (3) **Reporting Provisions.** Any failure to comply with the reporting
23 provisions of the policy shall not affect the coverage provided to the CITY, its officers, officials,
24 employees, or volunteers.

25 (4) **Verification of Coverage.** CONSULTANT shall furnish CITY with
26 certificates of insurance and the original endorsements effecting coverage required by this Agreement.
27 The certificates and endorsements for each insurance policy are to be signed by a person authorized by
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1 that insurer to bind coverage on its behalf. The aforementioned policies shall be issued by an
2 insurance carrier having a rating of Best A-7 or better which is satisfactory to the City Attorney and
3 shall be delivered to CITY at the time of the execution of this Agreement or before work commences.
4 Such policies and certificates shall be in a form approved by the City Attorney. CITY reserves the
5 right to require complete certified copies of all required insurance policies at any time.

6 **12. TIME OF PERFORMANCE.** The time of performance of the services under this
7 Agreement is of the essence, and all time deadlines identified in this Agreement or Scope of Services
8 shall be strictly construed.

9 **13. SUSPENSION OF WORK.** CITY may, at any time, by ten (10) days' written notice,
10 suspend further performance by CONSULTANT. All suspensions shall extend the time schedule for
11 performance in a mutually satisfactory manner, and CONSULTANT shall be paid for services
12 performed and reimbursable expenses incurred prior to the suspension date. During the period of
13 suspension, CONSULTANT shall not receive any payment for services, or expenses, except for
14 reasonable administration expenses, incurred by CONSULTANT by reason of such suspension.

15 **14. TERMINATION.** CITY may terminate this Agreement for any reason upon ten (10)
16 days written notice to the other party. CITY may terminate the Agreement upon five (5) days written
17 notice if CONSULTANT breaches this Agreement. In the event of any termination, CONSULTANT
18 shall promptly deliver to the CITY any and all finished and unfinished reports or other written,
19 recorded, photographic, or visual materials, documents, data, and other deliverables ("Work
20 Materials") prepared for the CITY prior to the effective date of such termination, all of which shall
21 become CITY's sole property. After receipt of the Work Materials, CITY will pay CONSULTANT
22 for the services performed as of the effective date of the termination.

23 **15. COMPLIANCE WITH CIVIL RIGHTS.** During the performance of this contract,
24 CONSULTANT agrees as follows:

25 **A. Equal Employment Opportunity.** In connection with the execution of this
26 Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment
27 because of race, religion, color, sex, or national origin. Such actions shall include, but not be limited
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1 to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or
2 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and
3 selection for training including apprenticeship.

4 **B. Nondiscrimination Civil Rights Act of 1964.** CONSULTANT will comply
5 with all federal regulations relative to nondiscrimination in federally assisted programs.

6 **C. Solicitations for Subcontractors including Procurement of Materials and**
7 **Equipment.** In all solicitation, either by competitive bidding or negotiations, made by
8 CONSULTANT for work to be performed under a subcontract including procurement of materials or
9 leases of equipment, each potential subcontractor, supplier or lessor shall be notified by
10 CONSULTANT of CONSULTANT'S obligation under this Agreement and the regulations relative to
11 nondiscrimination on the grounds of race, religion, color, sex, or national origin.

12 **16. CONFLICT OF INTEREST.**

13 A. CONSULTANT covenants and represents that neither it, nor any officer or
14 principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in
15 any manner with the interests of CITY or which would in any way hinder CONSULTANT'S
16 performance of services under this Agreement. CONSULTANT further covenants that in the
17 performance of the Agreement, no person having any such interest shall be employed by it as an
18 officer, employee, agent or subcontractor without the express written consent of the CITY.
19 CONSULTANT agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of
20 interest, with the interests of the CITY in the performance of this Agreement.

21 B. CONSULTANT is not a designated employee within the meaning of the
22 Political Reform Act because CONSULTANT:

23 (1) Will conduct research and arrive at conclusions with respect to its rendition
24 of information, advice, recommendation or counsel independent of the control and direction of the
25 CITY or of any CITY official, other than normal contract monitoring; and

26 (2) Possesses no authority with respect to any CITY decision beyond the
27 rendition of information, advice, recommendation or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

1 **17. COMPLIANCE WITH LAWS.** CONSULTANT shall comply with all applicable
2 Federal, State of California, and local laws, rules, and regulations and shall obtain all applicable
3 licenses, including a business license with the City of Concord, and permits for the conduct of its
4 business and the performance of the services.

5 **18. CHOICE OF LAW.** This Agreement shall be construed and interpreted in accordance
6 with the laws of the State of California, excluding any choice of law rules which may direct the
7 application of the laws of another jurisdiction. In the event that suit shall be brought by either party
8 hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the
9 County of Contra Costa, California.

10 **19. NON-WAIVER.** The waiver by either party of any breach of any term, covenant, or
11 condition contained in the Agreement, or any default in their performance of any obligations under the
12 Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other
13 term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default
14 constitute a continuing waiver of same.

15 **20. ENFORCEABILITY; INTERPRETATION.** In the event that any of the provisions
16 or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by
17 a court of competent jurisdiction, CITY and CONSULTANT shall negotiate an equitable adjustment
18 in the provisions of the Agreement with a view toward affecting the purpose of the Agreement. The
19 illegality or invalidity of any of the provisions or portions of application of any of the provisions of
20 the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of
21 application of any of the provisions of the Agreement. This Agreement shall be interpreted as though
22 it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the
23 ground that said party was solely or primarily responsible for drafting the language to be interpreted.

24 **21. INTEGRATION.** All exhibits identified in this Agreement are attached hereto and
25 incorporated herein by reference. The Agreement contains the entire agreement and understanding
26 between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or
27 contemporaneous agreements, commitments, representation, writings, and discussions between
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1 CONSULTANT and CITY, whether oral or written.

2 **22. SUCCESSORS AND ASSIGNS: NO THIRD PARTY BENEFICIARIES; NO**
3 **JOINT VENTURE.** CITY and CONSULTANT respectively, bind themselves, their successors,
4 assigns, and legal representatives to the terms and obligations of this Agreement. CONSULTANT
5 shall not assign or transfer any interest in the Agreement without the CITY's prior written consent,
6 which consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach
7 of this provision shall be void. This Agreement is not intended and shall not be construed to create
8 any third party benefit. This Agreement is not intended and shall not be construed to create a joint
9 venture or partnership between the parties. CONSULTANT, its officers, employees and agents shall
10 not have any power to bind or commit the CITY to any decision.

11 **23. FINANCIAL RECORDS.** Records of CONSULTANT's direct labor costs, payroll
12 costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on
13 a generally recognized accounting basis and made available to CITY if and when required.

14 **24. NOTICES.** All notices required hereunder shall be in writing and mailed postage
15 prepaid by certified or registered mail, return receipt requested, or by personal delivery to the CITY's
16 address as shown below, or such other places as CITY or CONSULTANT may, from time to time,
17 respectively, designate in a written notice given to the other. Notice shall be deemed received three
18 (3) days after the date of the mailing thereof or upon personal delivery.

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20 To CITY:

Michael W. Wright
Executive Director, Local Reuse Authority
City of Concord
1950 Parkside Drive
Concord, CA 94519-2578
Phone: (925) 671-3019

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23 To CONSULTANT:

Cameron Johnson, Principal
Johnson Marigot Consulting LLC
88 North Hill Drive, Suite C
Brisbane, CA 94005
Phone: (415) 602-2970

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26 **25. NON-LIABILITY.** No member of the CITY and no other officer, employee or agent
27 of the CITY shall be personally liable to CONSULTANT or otherwise in the event of any default or
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1 breach of the CITY, or for any amount which may become due to CONSULTANT or any successor in
2 interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

3 **26. EXECUTION.** Each individual or entity executing this Agreement on behalf of
4 Applicant represents and warrants that he or she or it is duly authorized to execute and deliver this
5 Agreement on behalf of Applicant and that such execution is binding upon Applicant.

6 This Agreement may be executed in several counterparts, each of which shall constitute one
7 and the same instrument and shall become binding upon the parties when at least one copy hereof
8 shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary
9 to produce or account for more than one such counterpart.

10 **IN WITNESS WHEREOF,** the parties have executed this Agreement in one (1) or more
11 copies as of the date and year first written above.

12 **CONSULTANT**

CITY OF CONCORD, a Municipal Corporation

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14
15 By: _____
16 Name: Cameron Johnson
17 Company: Johnson Marigot Consulting LLC
18 Title: Principal
19 Address: 88 North Hill Drive, Suite C
20 Brisbane, CA 94005
21 Telephone: (415) 602-2970

By: _____
Name: Valerie J. Barone
Company: City of Concord
Title: City Manager
Address: 1950 Parkside Drive
Concord, CA 94519
Telephone: (925) 671-3150

22 APPROVED AS TO FORM:

ATTEST:

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City Attorney

City Clerk

1 FINANCE DIRECTOR'S CERTIFICATION:

2 Concord, California

3 Date: _____, 2014

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5 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED
6 DURING THE CURRENT FISCAL YEAR 2014/2015 TO PAY THE ANTICIPATED
7 EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.

8 THE SUM OF \$_____. Account Code_____.

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11 _____
12 Finance Director's Signature

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31 This signature page is part of this Master Agreement for Professional Services entered into on July 1, 2014 by and between
32 the City of Concord, a municipal corporation, (hereinafter "City") and Johnson Marigot Consulting LLC (the
33 "Consultant").

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