



TO THE HONORABLE MAYOR AND COUNCIL:

DATE: July 7, 2015

SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH BEN NOBLE, CITY AND REGIONAL PLANNING, IN THE NOT-TO-EXCEED AMOUNT OF \$100,000 TO PROVIDE AN UPDATE OF THE CITY'S SUBDIVISION ORDINANCE FOR COMPLIANCE WITH THE DEVELOPMENT CODE AND PERTINENT STATE AND FEDERAL REGULATIONS AND PREPARE PROPOSED MODIFICATIONS TO THE ORDINANCE (PROJECT NO. 2308) (FUNDED BY: GENERAL FUND)

Report in Brief

Staff recommends that the City Council approve a Professional Services Agreement with the consulting firm Ben Noble, City and Regional Planning in the not-to-exceed amount of \$100,000 to provide an update of the City's Subdivision Ordinance (Project No. 2308) in order to achieve compliance with the City Development Code and pertinent State and Federal regulations, and authorize the City Manager to execute the Agreement.

Background

The City's Subdivision Ordinance is Council-adopted and provides specific development standards for public and private infrastructure and other improvements associated with new private development applications. The existing Subdivision Ordinance has not been comprehensively updated since 2008. Since that time, the City adopted a new comprehensive Development Code in 2012 and many applicable State and Federal regulations have changed substantially. For example, the Subdivision Ordinance should include standards that address the current Stormwater/Cleanwater regulations, and provide clear direction for development applicants on the City's street standards but the current code does not.

The Subdivision Ordinance update project includes a complete review of the existing Subdivision Ordinance and all related documents, and then drafting ordinance revisions to reflect current conditions, City policies, methods, and nomenclature. Emphasis will be placed on developing a clear, concise, and legally defensible Subdivision Ordinance that meets the varied subdivision needs of the community. The proposed consultant firm is Ben Noble, City and Regional Planning. The consultant will work with staff to ensure the new Subdivision Ordinance complies with State statutes and is internally consistent with the Subdivision Map Act, the City Development Code and the *2030 General Plan*. The project scope of work specifies completion within calendar year 2016.

**APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH
BEN NOBLE, CITY ND REGIONAL PLANNING IN THE NOT-TO-EXCEED AMOUNT
OF \$100,000; PROJECT NO. 2308 (SUBDIVISION ORDINANCE UPDATE)**

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The Subdivision Ordinance Update Project (PJ No. 2308) was approved as part of the FY 2014/2015 Capital Improvement budget .

Discussion

The City issued a Request for Proposals (RFP) to prepare the Subdivision Ordinance Update in February 2015. No proposals were received at that time. Staff conducted additional outreach to firms meeting the minimum requirements and with experience managing similar projects. One firm, Ben Noble, City and Regional Planning, expressed interest and staff requested a proposal for the project. Representatives from Planning, Engineering, and the City Attorney's office reviewed the Proposal. Based on the firm's response to the criteria established by the RFP, including their individual qualifications, professional and team experience, strategy, and discussion of potential issues, staff recommended Ben Noble should be invited to a panel interview. A panel interview was held on April 28, 2015 and staff recommended that the firm of Ben Noble, City and Regional Planning be awarded the contract to update the Subdivision Ordinance. Ben Noble has demonstrated extensive experience preparing zoning codes, subdivision ordinances, general plans, and other planning documents for communities throughout California.

Ben Noble, City and Regional Planning has submitted a proposal in the not-to-exceed amount of \$100,000 for the analysis, design, and environmental review services needed to prepare the updated Subdivision Ordinance. Staff has reviewed the proposal and determined that Ben Noble's assumption of time necessary to complete the project, as well as their rates, allocation of hours and total costs are reasonable when compared with similar projects of this scope. Ben Noble, City and Regional Planning and their project team have verified that they have the staff available and are ready to begin work on this project immediately after award of contract.

With the improving economy, the number of applications for subdivisions has increased. The lack of development standards for infrastructure and other improvements in the existing Subdivision Ordinance, and potential conflicts created with the adoption of the Development Code in 2012 have increased the complexity of project review. Updating the Subdivision Ordinance was anticipated as the next logical step after adoption of the new Development Code, and will bring those regulations in alignment with the General Plan vision for unified and internally consistent design standards for development in Concord. Updating the subdivision ordinance supports economic investment in the community.

Fiscal Impact

Funding for the proposed agreement is included in the Community and Economic Development Department's 2014/2015 approved Capital Improvement Project budget funded by the General Plan and Zoning Ordinance Reimbursement Fee in the General Fund. The Surcharge Fee was established in 2005 with the purpose of providing revenue to support keeping the City's development codes up-to-date.

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Public Contact

Posting of the City Council Agenda.

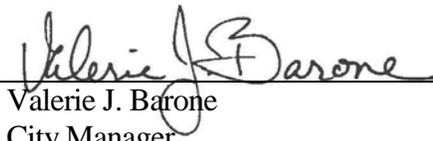
Recommendation for Action

Staff recommends that the City Council approve a Professional Services Agreement with Ben Noble, City and Regional Planning in the not-to-exceed amount of \$100,000 to complete a comprehensive update to the Subdivision Ordinance (Project No. 2308); and authorize the City Manager to execute the Agreement.

Prepared by: G. Ryan Lenhardt
Senior Planner
ryan.lenhardt@cityofconcord.org

Reviewed by: Laura Simpson
Planning Manager
laura.simpson@cityofconcord.org

Reviewed by: Victoria Walker
Dir. of Comm. & Econ. Dev.
victoria.walker@cityofconcord.org


Valerie J. Barone
City Manager

valerie.barone@cityofconcord.org

Attachment 1: Professional Services Agreement with Ben Noble, City and Regional Planning

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is entered into on July 7, 2015 between the City of Concord ("CITY") and Ben Noble, City and Regional Planning, 733 Carmel Avenue, Albany, California, 94706 ("CONSULTANT").

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

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

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

1. TERM. This Agreement shall commence on July 7, 2015 and expire on July 7, 2016. This is a one (1) year contract, with 2 one-year renewal options.

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

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

2. SCOPE OF SERVICES. Subject to such policy direction and approvals provided by the CITY's Authorized Representative, CONSULTANT shall perform the services described in detail in **Exhibit A, Scope of Services**, as a result of Request for Proposal (RFP) #2311 Subdivision Ordinance Amendment. CITY retains all rights of approval and discretion with respect to the projects and undertakings contemplated by this Agreement.

3. **PAYMENT.** The compensation to be paid to CONSULTANT including payment for professional services and reimbursable expenses, shall be at the rate and schedules in detail in **Exhibit A.** However, shall in no event shall the amount CITY pays CONSULTANT exceed one hundred thousand dollars (\$100,000.00) for the term of this Agreement. Any Amendment to this Agreement that includes an increase to this compensation amount shall be made in accordance with Section 5 below.

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

4. **AUTHORIZED REPRESENTATIVES.** Authorized representatives shall represent CITY and CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered by CONSULTANT under this Agreement except where approval for the CITY is specifically required by the City Council. The CITY's authorized representative is G. Ryan Lenhardt, Senior Planner of the Community and Economic Development Department. The CONSULTANT's authorized representative is Ben Noble, Project Manager.

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

A. Amendment for Additional Compensation. CITY's Authorized

Representative is authorized to execute amendments to the Agreement on behalf of CITY, including amendments providing for additional compensation to CONSULTANT not to exceed \$50,000 during the fiscal year, including the base contract amount, throughout the term of this Agreement. Any additional compensation to CONSULTANT that is \$50,000 or more for the fiscal year, including the base contract amount, must be approved by City Council.

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

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

As an independent contractor, CONSULTANT shall not be eligible for any benefits, which the City may provide to its employees and all persons, if any, hired by CONSULTANT shall be employees or subcontractors of CONSULTANT and shall not be construed as employees or agents of the CITY in any respect. CONSULTANT shall receive no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. CONSULTANT shall not receive a premium or enhanced pay for work performed on a recognized holiday. CONSULTANT shall not receive paid time off for days not worked, whether it be in the

form of sick leave, administrative leave, or for any other form of absence. CONSULTANT shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by CONSULTANT.

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

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

9. **OWNERSHIP AND MAINTENANCE OF DOCUMENTS.** All documents furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's services in respect to this project. They are not intended nor are represented to be suitable for reuse by others except CITY on extensions of this project or on any other project. Any reuse without specific

written verification and adoption by CONSULTANT for the specific purposes intended will be at user's sole risk and without liability or legal exposure and expenses to CONSULTANT, including attorney's fees arising out of such unauthorized reuse.

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

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

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

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

A. Commercial General Liability Coverage. CONSULTANT shall maintain commercial general liability insurance with limits of no less than one million dollars (\$1,000,000) combined single limit per occurrence or two million dollars (\$2,000,000) aggregate limit for bodily injury, personal injury, and property damage.

B. Automobile Liability Coverage. CONSULTANT shall maintain automobile liability insurance covering all vehicles used in the performance of this Agreement providing a one million dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.

C. Professional Liability Coverage (Errors and Omissions). CONSULTANT shall maintain professional liability insurance with coverage for all negligent errors, acts or omissions committed by CONSULTANT, its agents and employees in the performance of this Agreement. The amount of this insurance shall be not less than one million dollars (\$1,000,000) on a claims made annual aggregate basis or a combined single limit per occurrence basis.

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

E. Other Insurance Provisions. The policies are to contain, or be endorsed to contain the following provisions:

(1) Additional Insured. CITY, its officers, agents, employees, and volunteers are to be covered as an additional insured as respects: Liability arising out of activities

performed by or on behalf of CONSULTANT and operations of CONSULTANT, premises owned, occupied, or used by CONSULTANT. The coverage shall contain no special limitations on the scope or protection afforded to CITY, its officers, officials, employees, or volunteers.

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

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

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

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

12. TIME OF PERFORMANCE. The time of performance of the services under this Agreement is of the essence, and all time deadlines identified in this Agreement or Scope of Services

shall be strictly construed.

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

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

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

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

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

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

16. CONFLICT OF INTEREST.

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

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

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

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

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

business and the performance of the services.

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

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

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

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

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

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

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

To CITY:

**Planning Manager
Planning Division
City of Concord
1950 Parkside Drive, MS/53
Concord, CA 94519-2578
Phone: (925) 671-3152
Fax: (925) 671-3381**

To CONSULTANT:

**Ben Noble, Project Manager
City and Regional Planning
733 Carmel Avenue
Albany CA 94706
Phone: (510) 529-8820**

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

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

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

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

CONSULTANT

CITY OF CONCORD, a Municipal Corporation

By: _____
Name: Ben Noble
Title: Project Manager
Address: 733 Carmel Avenue
Albany CA 94706
Telephone: (510) 529-8820

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

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

FINANCE DIRECTOR'S CERTIFICATION:

Concord, California

Date: _____, 2015

I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED DURING THE CURRENT FISCAL YEAR 2015-16 TO PAY THE ANTICIPATED EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT. THE SUM OF \$100,000.00. Account Code TBD.

Finance Director's Signature

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