

CITY OF CRESCENT CITY

Mayor Blake Inscore
Council Member Alex Fallman
Council Member Isaiah Wright

Mayor Pro Tem Heidi Kime
Council Member Jason Greenough

AGENDA
REGULAR CITY COUNCIL MEETING
FLYNN CENTER
981 H STREET
CRESCENT CITY, CA 95531

MONDAY

AUGUST 19, 2019

6:00 P.M.

Notice Regarding Americans with Disabilities Act: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact the City Clerk's office at (707)464-7483 ext. 223. Notification 48 hours before the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA Title II] For TTYDD use for speech and hearing impaired, please dial 711. A full agenda packet may be reviewed at City Hall, 377 J Street, Crescent City, CA or on our website: www.crescentcity.org

NOTE: THE CLOSED SESSION BEGINS AT 5:00 p.m. FOLLOWED BY THE OPEN SESSION MEETING AT 6:00 p.m.

CLOSED SESSION

Call to order
Roll call

ANNOUNCEMENT OF CLOSED SESSION ITEMS

- **Conference with Legal Counsel: Existing Litigation (Govt. Code § 54956.9(d)) City v. Kap Soo Jeong, et al. Del Norte County Superior Court Case No. CVUJ-18-1020, Stephen Wakefield v. City of Crescent City and Golden State Risk Management Authority, WCAB Case No. ADJ11260796, Patrick M. Barry, Trustee of the Patrick M Barry Trust Dated October 2, 2009 v. City of Crescent City, inclusive Del Norte County Superior Court Case No. CVUJ-18-1287, Martin v. City of Crescent City, Del Norte County Superior Court Case No. CVUJ-18-1219, and Alice Brown v. State of California, et al., Case No. CV-18-7826 (US Dist. Ct.)**
- **Conference with Real Property Negotiators (Gov. Code Section 54956.8): Property: APNs: 118-100-22, 118-100-15; Agency Negotiator: Eric Wier**
- **Conference with Legal Counsel: Potential Litigation (Govt. Code § 54956.9(d)(4)): 11 cases**

OPEN SESSION

**Call to order
Roll call
Pledge of Allegiance**

REPORT OUT OF CLOSED SESSION

PUBLIC COMMENT PERIOD

Any member of the audience is invited to address the City Council on any matter that is within the jurisdiction of the City of Crescent City. Comments of public interest or on matters appearing on the agenda are accepted. Note, however, that the Council is not able to undertake extended discussion or act on non-agendized items. Such items can be referred to staff for appropriate action, which may include placement on a future agenda. All comments shall be directed toward the entire Council. Any comments that are not at the microphone are out of order and will not be a part of the public record. After receiving recognition from the Mayor, please state your name and city or county residency for the record. Public comment is limited to three (3) minutes. The public is additionally allotted three minutes each in which to speak on any item on the agenda prior to any action taken by the Council.

CEREMONIAL ITEMS - None

REPORTS AND PRESENTATIONS

- 1. Presentation of Implementation of Ordinance 807, Parking Regulations (Police Chief Minsal)**

CONSENT CALENDAR

- 2. Regular Council Meeting Minutes**

- Recommendation: Approve the August 5, 2019 regular meeting minutes of the City Council. (City Clerk/Administrative Analyst)*

- 3. Warrant Claims List**

- Recommendation: Receive and file the warrant claims list for the period July 27, 2019 through August 9, 2019. (Finance Director)*

- 4. Payroll Report**

- Recommendation: Receive and file the biweekly payroll report for the period ending August 3, 2019 paid August 9, 2019. (Finance Director)*

- 5. Budget-to-Actual Financial Report for July 2019**

- Recommendation: Receive and file monthly budget-to-actual financial report of the City's major operating funds for the month of July 2019.*

PUBLIC HEARINGS - None

CONTINUING BUSINESS - None

NEW BUSINESS

6. Project Carryover

- Recommendation: Hear staff report*
- Take public comment*
- Adopt Resolution 2019-32, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY, CALIFORNIA AMENDING THE FISCAL YEAR 2019-20 BUDGET OF THE CITY OF CRESCENT CITY (Public Works Director/Engineering Project Manager)*

7. Pool Slide Staircase Repairs

- Recommendation: Hear staff report*
- Take public comment*
- Adopt Resolution 2019-36, A Resolution of the City Council of the City of Crescent City Amending the Fiscal Year 2019-2020 Budget of the City of Crescent City (Public Works Director/Engineering Project Manager)*

8. Request from Humboldt State University and the North Coast Otters Public Arts Initiative to Display an Otter Sculpture Outside of Fred Endert Pool

- Recommendation: Hear staff report*
- Take public comment*
- Consider authorizing the North Coast Otter Public Arts Initiative sponsored by Humboldt State University Department of Wildlife to display a 3 foot tall otter sculpture outside of Fred Endert Municipal Pool with the exact location and method of attachment to be determined by Public Works Director. The sculpture will be on loan to the city for the duration of the 2020 Summer Educational Art Trail. (Director of Recreation)*

9. Pebble Beach Drive Bank Stabilization Project

- Recommendation: Hear staff report*
- Take public comment*
- Reject all Proposals for the Pebble Beach Drive Bank Stabilization Project*
- Authorize staff to re-advertise Request for Qualifications (Public Works Director/Engineering Project Manager)*

10. Voting Delegate designation for the League of California Cities.

- Recommendation: Hear staff report*
- Take public comment*
- Make a designation for the Voting Delegate for the League of California Cities upcoming Annual Conference.*

CITY COUNCIL ITEMS

- **Legislative Matters** – Consider miscellaneous legislative matters pertinent to the City of Crescent City. Authorize the Mayor to sign the appropriate letters and/or positions with respect to such matters.
- **City Manager Report and City Council Directives** - Pursuant to Crescent City Municipal Code § 2.08.200, the City Council may instruct the city manager on matters of importance to the administrative services of the City and provide direction with respect to subordinates of the City Manager. (Directives from individual Council Members that are not objected to by any member present shall be considered an order of the City Council.)

- **Reports, Concerns, Referrals, Council travel and training reports** – In accordance with Gov't Code § 54954.2(a), City Council Members may make brief announcements or brief reports on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda.

ADJOURNMENT

*****Adjourn to the special meeting of the City Council of the City of Crescent City scheduled for Tuesday, September 3, 2019 at 6:00 p.m. at the Flynn Center, 981 H Street, Crescent City, CA 95531.**

POSTED:

August 16, 2019

/s/ Robin Patch

City Clerk/Administrative Analyst

Vision:

The City of Crescent City will continue to stand the test of time and promote quality of life and community pride for our residents, businesses and visitors through leadership, diversity, and teamwork.

Mission:

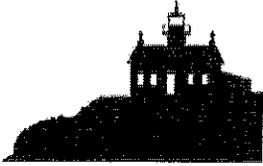
The purpose of our city is to promote a high quality of life, leadership and services to the residents, businesses, and visitors we serve. The City is dedicated to providing the most efficient, innovative and economically sound municipal services building on our diverse history, culture and unique natural resources.

Values:

Accountability
Honesty & Integrity
Excellent Customer Service
Effective & Active Communication
Teamwork
Fiscally Responsible

PRESENTATION OF IMPLEMENTATION OF
ORDINANCE 807, PARKING REGULATIONS

BY POLICE CHIEF MINSAL



CITY OF CRESCENT CITY

Mayor Blake Inscore
Council Member Alex Fallman
Council Member Isaiah Wright

Mayor Pro Tem Heidi Kime
Council Member Jason Greenough

MINUTES
REGULAR CITY COUNCIL MEETING
FLYNN CENTER
981 H STREET
CRESCENT CITY, CA 95531

MONDAY

AUGUST 5, 2019

6:00 P.M.

CLOSED SESSION

Call to order Mayor Inscore called the closed session to order at 5:02 p.m.

Roll call Council Members present: Council Member Alex Fallman, Council Member Jason Greenough, Council Member Isaiah Wright, Mayor Pro Tem Heidi Kime, and Mayor Blake Inscore
Staff present: City Manager Eric Wier and City Attorney Martha Rice

ANNOUNCEMENT OF CLOSED SESSION ITEMS

- **Conference with Legal Counsel: Existing Litigation** (Govt. Code § 54956.9(d)) *City v. Kap Soo Jeong, et al. Del Norte County Superior Court Case No. CVUJ-18-1020, Stephen Wakefield v. City of Crescent City and Golden State Risk Management Authority, WCAB Case No. ADJ11260796, Patrick M. Barry, Trustee of the Patrick M Barry Trust Dated October 2, 2009 v. City of Crescent City, inclusive Del Norte County Superior Court Case No. CVUJ-18-1287, Martin v. City of Crescent City, Del Norte County Superior Court Case No. CVUJ-18-1219, and Alice Brown v. State of California, et al., Case No. CV-18-7826 (US Dist. Ct.)*
- **Conference with Real Property Negotiators** (Gov. Code Section 54956.8): **Property: APNs: 118-100-22, 118-100-15; Agency Negotiator: Eric Wier**
- **Conference with Legal Counsel: Potential Litigation** (Govt. Code § 54956.9(d)(4)): 11 cases

There was no public comment on closed session items.

The closed session adjourned at 5:57 p.m.

OPEN SESSION

Call to order Mayor Inscore called the open session to order at 5:59 p.m.

Roll call

Council Members present: Council Member Alex Fallman, Council Member Jason Greenough, Council Member Isaiah Wright, Mayor Pro Tem Heidi Kime, and Mayor Blake Inscore

Staff present: City Manager Eric Wier, City Attorney Martha Rice, Finance Director Linda Leaver, City Clerk/Administrative Analyst Robin Patch, Recreation and Events Coordinator Director Holly Wendt, Public Works Director Jon Olson, Human Resources Administrator Sunny Valero, Housing Authority Executive Director Megan Miller, Interim Fire Chief Bill Gillespie, and Police Chief Ivan Minsal

Pledge of Allegiance led by Council Member Greenough

REPORT OUT OF CLOSED SESSION

City Attorney Rice reported no actions were taken on closed session items.

PUBLIC COMMENT PERIOD

The following citizens addressed the Council:

Baird Rumiano: Spoke about the incredible hospitality offered by the citizens and Delegation of Rikuzentakata. Asked to be on the next agenda to share photos of the recent trip. *The Council was in agreement to have this item on the first agenda in September.*

Troy Duncan: echoes Mr. Rumiano's comments; trip was life-changing for him. Wants the City to send Mayor Inscore to LA in November for US-Japan Council Annual Conference to keep the ball rolling.

Amanda Hickson: Oversees the Food Pantry – is here to answer any questions the Council on the consent item for the Food Pantry, should they have any.

Chris Howard: the trip to Rikuzentakata was a great trip and the viewership of NBC will have a lot of people hear our Sister City story; appreciates the job Mayor Inscore did while he was overseas.

Theresa Howard: appreciated the all-inclusive nature of Rikuzentakata residents after learning from teachers here in Del Norte County.

Eileen Cooper: spoke about the necessity to be tsunami ready here.

CEREMONIAL ITEMS - None

REPORTS AND PRESENTATIONS

1. BUILD Grant Presentation

City Manager Wier gave a PowerPoint Presentation on the BUILD Grant Application partnership with Elk Valley Rancheria, this grant will help fund the repair of Front Street. The presentation included historical photos of Front Street as well as the most recent plans for Beachfront Park which included plans for redesigning Front Street. The total project is estimated to cost approximately \$20million – partnerships, creative thinking and relentless effort will be what makes

it come to fruition. In Spring of 2020, \$4million of the \$5million will fund a portion of the Front Street project to begin. The total amount for the BUILD Grant application is \$15,798,057. This is the second time the application will be submitted and Elk Valley Rancheria has been gracious to partner with us again. Public safety will be a piece of the application – pedestrian and bicyclist safety, vehicle vs. pedestrian separation, 75 foot roadway down to under 40 foot, 10' sidewalks, dedicated bike lanes, LED street lighting, improved roadway conditions. Crista Stewart and Linda Martin of Elk Valley Rancheria were present in the audience. Council Member Greenough said this will be a crown jewel of the downtown area and asked City Manager Wier what were some of the things that slowed down the storm drain project? City Manager Wier explained that part of it is that it is in the coastal zone; the project also needed to be broken down as well as the sheer amount of design. Council Member Wright asked about the roundabout and that it is not going to be a part of the project; City Manager Wier answered in the affirmative, the roundabout is not feasible due to cost. Mayor Pro Tem Kime expressed her thankfulness for the generosity of Elk Valley Rancheria and for staff. Mayor Inscore stated that it is good to realize the things that were once dreams and that partnerships are vital to making these things happen.

CONSENT CALENDAR

2. Regular Council Meeting Minutes

- Recommendation: Approve the July 15, 2019 regular meeting minutes of the City Council. (City Clerk/Administrative Analyst)*

3. Warrant Claims List

- Recommendation: Receive and file the warrant claims list for the period July 6, 2019 through July 26, 2019. (Finance Director)*

4. Payroll Report

- Recommendation: Receive and file the biweekly payroll report for the period ending July 20, 2019 paid July 26, 2019. (Finance Director)*

5. Internal Budget Amendment for Family Resource Center of the Redwoods for Food Pantry Services Funded Under 16-Cdbg-11136

- Recommendation: Approve request from Family Resource Center of the Redwoods to amend its operating budget funded under grant 16-CDBG-11136 to reallocate funding from personnel into additional rent and food costs. (Finance Director)*

6. California Redwoods Art Association – 2nd St Art Gallery Cultural Center Fee Waiver Request

- Recommendation: Waive the fees for the use of the Cultural Center by the California Redwoods Art Association – 2nd Street Gallery for the Florence Keller Annual Art Show on September 9th through September 15th based on the finding that the waiver of fees is not a gift of public funds because supporting California Redwoods Art Association events serves a public purpose by offering free public access to art, supporting community involvement in the arts by displaying youth and community member works of art and showcasing recently refurbished and framed Florence Keller art pieces during the Art Show. (Recreation and Events Coordinator Director)*
 - Motion to waive the fees for the use of the Cultural Center by the California Redwoods Art Association for an art show from September 9, 2019 to September 15, 2019, based on the finding that the waiver is not a gift of public funds because the use of the facility is supporting California Redwoods Art Association event that serves a public purpose by offering free public access to art, supporting community involvement*

in the arts by displaying youth and community member works of art and showcasing recently refurbished and framed Florence Keller art pieces during the Art Show.

7. Request From 1600 Northcrest, LLC to Subordinate Connection Fee Payment Agreement

- Recommendation: Approve request from 1600 Northcrest, LLC to subordinate its connection fee payment agreement and authorize the City Manager to execute necessary documents. (Finance Director)*

8. Subrecipient Agreement with Arcata EDC to Provide Microenterprise Technical Assistance Under Grant #16-CDBG-11136

- Recommendation: Approve Subrecipient Agreement with Arcata EDC to provide Microenterprise Technical Assistance and authorize the City Manager to execute the Agreement. (Finance Director)*

Tim Donovan, President, California Redwoods Art Association: spoke about the art show that encourages public participation in local art.

On a motion by Council Member Fallman, seconded by Council Member Wright, and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City adopted the consent calendar consisting of items 2-8 as presented.

PUBLIC HEARINGS - None

CONTINUING BUSINESS - None

NEW BUSINESS

9. Grant Funding Application for Rehabilitation of the Amador Water Storage Tank Submitted by the Elk Valley Rancheria

- Recommendation: Hear staff report*
- Take public comment*
- Approve the application for grant funding submitted by Elk Valley Rancheria on behalf of the City of Crescent City to rehabilitate the Amador Water Storage Tank. (City Manager)*

City Manager Wier stated that this particular item is like the CDBG grant for the Fire Department the City received previously. This grant opportunity is only offered to tribal entities; therefore, Elk Valley Rancheria will be the applicant and this will be a partnership with the City. This grant is through the Bureau of Reclamation and will allow for the rehabilitation of the Amador Water Storage Tank. The grant itself will cover railings, surface prep of outside and inside of tank, total project is estimated at just under \$1million. The project is one of the critical needs of the City; this grant requires no match from the City.

There were no public comments.

There was unanimous consensus from the Council to approve the application for grant funding submitted by Elk Valley Rancheria on behalf of the City of Crescent City to rehabilitate the Amador Water Storage Tank.

10. Economic Development Business Loan Study

- Recommendation: Hear staff report*

- Take public comment*
- Approve Economic Development Business Loan Study funded under grant 16-CDBG-11136 (Finance Director)*

Finance Director Leaver introduced Chuck Wolfe, of Claggett and Wolfe. Mr. Wolfe explained what the project approach was for the City: established performance metrics vs. risk; secondary research included data analysis, then primary research where they interviewed over 30 people. Success factors were to support business formation and growth, to expand and diversify economic base. They also evaluated the risk factors – financial risk to the City and the demands on City resources and staff. They did an analysis of the businesses within the City from 2016 and there was shown a decline. Summary of interview findings were that for conventional lenders, there is a diverse range of products available including SBA guaranteed loans, which require time in business and/or good credit & security, very limited demand. Community based lenders had a diverse range of products including microloans; they require time sounds business model and/or good credit and security, very limited demand. Regarding lender observations, there were no (or very few) inquiries from small businesses in Del Norte County over past several years, applicants that do apply, lack the documentation, financial reporting and/or profitability. Mr. Wolfe stated that their recommendations are to: not to establish a new loan program as it does not meet the City's portfolio. Increase the level and breadth of coaching & tech assistance available to entrepreneurs and existing small business owners working with established providers (ie: North Coast SBDC). Take a regional approach to building the ecosystem to support entrepreneurship and small business growth; inclusive of youth, entrepreneurs and existing business owners from the City, County, Tribes and Harbor. Establish a framework to increase entrepreneurial activity and improve opportunity for entrepreneurs and existing small businesses to succeed (ie: increase their level of planning, financial controls and operating practices to improve competitiveness and profitability). Mayor Inscore asked how to staff a structure to help entrepreneurs, new framework to foster growth; Mr. Wolfe stated that the key is partnerships.

The following citizen addressed the Council:

Eileen Cooper: encouraged the City to embrace a Green New Deal to save money.

On a motion by Council Member Greenough, seconded by Council Member Fallman, and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City approved the Economic Development Business Loan Study funded under grant 16-CDBG-11136 as presented.

11. Request for Proposals for City Economic Development Strategic Action Plan

- Recommendation: Hear staff report*
- Take public comment*
- Approve and authorize staff to issue Request for Proposals for City Economic Development Strategic Action Plan*
- Adopt Resolution 2019-33, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2019-20 BUDGET OF THE CITY OF CRESCENT CITY (Finance Director)*

Finance Director Leaver addressed the Council and explained this is a Planning and Technical Grant from 2017 with a required City match of \$5k. A consultant will be hired, use the information from the Business Loan Study and get an economic development action plan for the City specifically. It will be published this week if approved tonight and there will be just over a month for proposals to be submitted to the City. It is anticipated to have the study take a year to complete. Mayor Inscore asked for the timing of the region wide CEDS will they work together in a timely fashion to expend the money in time for the 2017 grant – what is the anticipated completion time of the region wide CEDS; Finance Director Leaver explained that the draft

findings will be ready in September and we will proceed in October. Council Member Greenough asked about a tactical action plan as mentioned in Mr. Wolfe's report; Director Leaver agreed and that there are very specific strategies to implement the recommendations.

Eileen Cooper: asked the Council to take seriously what she said during the last item's comment period.

On a motion by Council Member Greenough, seconded by Council Member Wright, and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City approved and authorized staff to issue a Request for Proposals for the City Economic Development Strategic Action Plan.

On a motion by Council Member Greenough, seconded by Council Member Fallman, and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City adopted Resolution 2019-33, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2019-20 BUDGET OF THE CITY OF CRESCENT CITY.

12. Professional Services Agreement with Operations Management International, Inc. (Jacobs Engineering) for Operations, Maintenance, and Management of the Crescent City WWTP

- Recommendation: Hear staff report*
- Take public comment*
- Approve and authorize Mayor to sign Professional Services Agreement with Operations Management International, Inc. (Jacobs Engineering) for the operations, maintenance, and management of the Crescent City WWTP, contingent upon finalizing language regarding insurance*
- Adopt Resolution 2019-34, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2019-20 BUDGET OF THE CITY OF CRESCENT CITY (Finance Director/Public Works Director)*

City Manager Wier went over the agreement with Jacobs Engineering to operate the City's Wastewater Treatment Plant. City's responsibility: cost of repair/replacement/capital expenditures over \$5k, cost of repairs/maintenance over annual limit, all billing, collections, customer service functions, cost of unforeseen circumstances, landscaping, SCADA, provide lab services, payment of penalties or fines if at fault. Mayor Inscore asked about the SCADA system, will they still be monitoring and using the SCADA system; City Manager Wier stated that this will be monitored by City staff, it will help Jacobs manage the operations of the Plant. Other contract items for the Council to be aware of: the first contract year will be September 9, 2019 – June 30, 2020. The initial agreement through June 30, 2025 (5 years, 10 months) with an automatic renew unless cancelled 180 days prior, any change in scope will be negotiated and agreed to in writing, cost savings will be shared 50/50 after initial costs are recovered, unless otherwise agreed. Changes since staff report published: insurance finalized – corrected auto insurance for City-owned vehicles used by Contractor (Jacobs to insure), pollution coverage aggregate increased to \$4m; City Mr. Wier went over the insurance coverage in detail. Finance Director Leaver went over the financial information of the contract, the base annual contract will be just over \$1.2m per year, which covers everything that was outlined in the presentation that Jacobs will cover. The annual repairs/maintenance budget of \$160k will see any unused portion refunded to the City. For the first contract year (9/9/19 – 6/30/20) will have a base annual fee (pro-rated) of \$1,011,915 plus a repairs budget of \$190k.

There is an annual escalation that is spelled out in the contract, open to negotiation annually 3 months prior. Finance Director Leaver went over the default formula and stated that the adjustment formula has a floor of 1.5% and a ceiling of 4%. She further stated that the City is

budgeting for the 4% ceiling. Mayor Inscore stated his appreciation that Director Leaver is budgeting at the 4% annually. Public Works Director Olson went over the other benefits from the realization of engaging Jacobs in contract operations. Includes asset management, availability of WWTP operators and experts, regulatory compliance expertise, fixed fee, and reduction of risk. Regarding the Lab, contract operations of the Lab are not included in proposed agreement. Jacobs is presently using a lab in the region and there is a possibility they will no longer use that lab, and change over to ours.

Linda Sutter: asked about the "robot"; how much of the savings will be placed in an account. *City Manager Wier explained the SCADA software, if anything occurs to the Plant an automatic call out goes out to the operators and is monitored 24/7. This has been in use since the Plant was redone.*

On a motion by Council Member Fallman, seconded by Council Member Wright, and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City approved and authorized the Mayor to sign Professional Services Agreement with Operations Management International, Inc. (Jacobs Engineering) for the operations, maintenance, and management of the Crescent City WWTP.

On a motion by Council Member Wright, seconded by Council Member Fallman, and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City adopted Resolution 2019-34, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2019-20 BUDGET OF THE CITY OF CRESCENT CITY.

13. Letter of Support Request from the Del Norte Trail Alliance

- Recommendation: Hear staff report*
- Take public comment*
- Consider and approve a letter of support for the Hurdygurdy Mountain Bike Trail from the Del Norte Trail Alliance. (City Manager)*

City Manager Wier stated that he spoke to Mr. Gillespie this afternoon and there was a slight change to the letter in the agenda, this will be a request to allow the project to proceed through the National Environmental Protection Act (NEPA). There is proposed 10.10 miles of trail around the Big Flat Campground, this proposed project would create the infrastructure for the mountain bike community.

There was unanimous consensus from the Council to send a letter of support with the Mayor's signature.

CITY COUNCIL ITEMS

- **Legislative Matters** – For the next agenda, the designation of a voting delegate for the Annual Conference of the League of California Cities. Mayor Inscore stated that he was invited to attend the US-Japan Council Annual Conference November 4-5 in Los Angeles. Council Member Greenough stated he may be able to attend the League of California Cities Annual Conference.

Eileen Cooper: spoke about the Governor's appropriation for funding for temporary shelters for the homeless.

➤ **City Manager Report and City Council Directives -**

- City Website Update – Appointment of Ad Hoc Committee

- First meeting will be in a couple of weeks and two subsequent meetings. Council Member Wright and Council Member Fallman were appointed, with Council Member Greenough as the alternate.
- City Manager reported the following:
 - Crescent City was named as one of the top 8 small cities to visit in America
 - Police Chief recruitment has gone out and Human Resources Administrator Valero has done very well with the flier and recruitment.
 - Recreation Director Wendt has finished her first month and there will be a Shoreline RV Park ad hoc meeting next week and following will be the Pool ad hoc meeting.
 - Fire 2x2 met next week, but there is more work that needs to be done for the Joint meeting for September.

➤ **Reports, Concerns, Referrals, Council travel and training reports –**

Council Member Fallman – attended the Del Norte County Fair

Council Member Wright – attended the Local Area Formation Commission (LAFCo) meeting, Del Norte Solid Waste Management Authority (DNSWMA), attended the County Fair, played on co-ed softball league, spoke of his concern over ordinances not being enforced; asks for an update on recently adopted ordinances.

Council Member Greenough - attended the LAFCo meeting; would like to see staff look into ways to encourage people to use our waterways.

Mayor Pro Tem Kime – nothing to report; agrees with Council Member Greenough.

Mayor Inscore – spoke about his experience during his last trip to Rikuzentakata as well as NBC Sports for the Sister City Relationship piece for the 2020 Olympics. NBC will be here on September 8th to film in Crescent City and again in December to film the Japanese Delegation who will be visiting. Was asked to attend the US-Japan Council Annual Conference in Los Angeles in November.

ADJOURNMENT

There being no further business to come before the Council, Mayor Inscore adjourned the meeting at 8:33 p.m. to the regular meeting of the City Council of the City of Crescent City scheduled for Monday, August 19, 2019 at 6:00 p.m. at the Flynn Center, 981 H Street, Crescent City, CA 95531.

ATTEST:

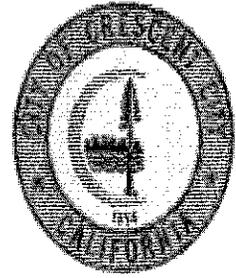
Robin Patch
City Clerk/Administrative Analyst

Accounts Payable

Checks by Date - Summary by Check Number

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 Printed: 8/13/2019 4:27 PM

CR



Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
ACH	PERS1	Public Emp Retirement Sys	08/07/2019	0.00	49,004.30
ACH	EDDTAX	State of California EDD TAX Auto Pay	07/31/2019	0.00	4,539.72
ACH	FITTAX	FIT Payroll Taxes Auto Pay	07/31/2019	0.00	20,532.27
ACH	PERS2	Public Emp Retirement Sys	07/31/2019	0.00	24,894.92
ACH	PERS2	Public Emp Retirement Sys	07/29/2019	0.00	697,259.00
434359	WAMUTU	Crescent City Employees Association	07/31/2019	0.00	85.00
434360	CCPOLI	Crescent City Police Officer's Association	07/31/2019	0.00	535.00
434361	EDDGarn	Employment Development Dept ATTN: W	07/31/2019	0.00	334.79
434362	ICMARE	Icma Retirement Trust-457	07/31/2019	0.00	5,818.78
434363	AMIND	American Industrial Door	08/02/2019	0.00	145.00
434364	BLUEST	Blue Star Gas	08/02/2019	0.00	3,930.27
434365	CHDIAGNO	CH Diagnostic & Consulting Service Inc.	08/02/2019	0.00	1,775.00
434366	EUREKAO	Eureka Oxygen Co.	08/02/2019	0.00	19.40
434367	STJOES	St. Joseph Hospital	08/02/2019	0.00	1,800.00
434368	CALCARDS	US Bank Corporate Pmt Systems	08/02/2019	0.00	2,628.44
434369	VERIZO3	Verizon Wireless	08/02/2019	0.00	2,096.07
434370	BLUEST	Blue Star Gas	08/02/2019	0.00	1,110.72
434371	CRENNE	C Renner Petroleum Inc	08/02/2019	0.00	1,589.54
434372	CHARTEC	Charter Communication Inc	08/02/2019	0.00	493.98
434373	CAPITA	Copiers Plus	08/02/2019	0.00	140.00
434374	CPI	CPI International	08/02/2019	0.00	1,274.80
434375	CURRYE	Curry Equipment	08/02/2019	0.00	354.72
434376	UB*04851	GARY DBREMER	08/02/2019	0.00	250.00
434377	FASTENAL	Fastenal Company	08/02/2019	0.00	314.68
434378	VERIZO2	Frontier	08/02/2019	0.00	679.38
434379	GARDNERJ	James W. Gardner, ATTY at Law	08/02/2019	0.00	60.00
434380	GRAING	Grainger	08/02/2019	0.00	282.88
434381	HARPER	Harper Motors	08/02/2019	0.00	23.57
434382	INDBPE	Independent Business Forms, In	08/02/2019	0.00	428.56
434383	LESSCH	Les Schwab Tire Co	08/02/2019	0.00	346.41
434384	Lexipol	Lexipol LLC	08/02/2019	0.00	5,877.00
434385	MCCAFF	Trevor McCaffrey	08/02/2019	0.00	200.00
434386	MENDES	Mendes Supply Company	08/02/2019	0.00	1,037.02
434387	101	National Auto Parts Warehouse	08/02/2019	0.00	6.67
434388	NCLAB	North Coast Laboratories	08/02/2019	0.00	630.00
434389	OTIS E	Otis Elevator Company Inc	08/02/2019	0.00	336.54
434390	PAPEMAC2	Pape Machinery Inc.	08/02/2019	0.00	572.30
434391	TROMBLEP	Paul Tromble	08/02/2019	0.00	16,650.00
434392	AMFAM	American Family Life	08/07/2019	0.00	2,426.73
434393	AMLIF	Ameritas Life Ins. Corp.	08/07/2019	0.00	4,945.92
434394	CLEA	California Law Enforcement Association	08/07/2019	0.00	269.50
434395	EDDUI	Employment Development Dept	08/07/2019	0.00	1,044.00
434396	MYERSS	Myers-Stevens & Toohy Co, Inc	08/07/2019	0.00	115.50
434397	PARS	PARS, Public Agency Retirement	08/07/2019	0.00	300.00
434398	REDWMO	Redwood Medical Offices	08/07/2019	0.00	224.00
434399	STANDAI	Standard Insurance Co	08/07/2019	0.00	2,054.50
434400	VISION	Vision Service Plan	08/07/2019	0.00	1,146.75

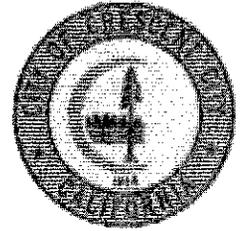
3

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
434407	ROBERTBL	Black, Rice & Luna LLP	08/09/2019	0.00	11,013.00
434408	CRENNE	C Renner Petroleum Inc	08/09/2019	0.00	1,206.17
434409	CAMPTO	Campton Electric Inc	08/09/2019	0.00	220.57
434410	CLEANH	Clean Harbors Environmental Services, Inc	08/09/2019	0.00	2,699.99
434411	COUNTRYC	Country Garden Nursery, LLC	08/09/2019	0.00	1,774.83
434412	CACEHA	Crescent Ace Hardware	08/09/2019	0.00	525.39
434413	CUSTDES	Custom Deziign Graphics	08/09/2019	0.00	468.70
434414	FRANKO	Frank's Refrigeration	08/09/2019	0.00	238.00
434415	HEMMIN	Hemmingsen Const Inc	08/09/2019	0.00	2,612.25
434416	Home Dep	Home Depot Credit Services	08/09/2019	0.00	803.25
434417	LEXISNEX	Lexis Nexis Risk Solutions	08/09/2019	0.00	50.00
434418	NCRCT	North Coast Rape Crisis Team	08/09/2019	0.00	11,135.93
434419	PLANWEST	Planwest Partners , Inc.	08/09/2019	0.00	14,968.00
434420	SHNCON	SHN Consulting Inc	08/09/2019	0.00	4,832.65
434421	CALCARDS	US Bank Corporate Pmt Systems	08/09/2019	0.00	1,216.00
434422	WATKINSC	Curt Watkins	08/09/2019	0.00	1,070.59
434423	ATTClts	A T & T	08/09/2019	0.00	209.53
434424	BALLLIND	Linda Ball	08/09/2019	0.00	38.50
434425	BLUEST	Blue Star Gas	08/09/2019	0.00	122.02
434426	BUDGE	Budge & Mchugh Supply Co.	08/09/2019	0.00	876.81
434427	CRENNE	C Renner Petroleum Inc	08/09/2019	0.00	1,440.72
434428	CAMPTO	Campton Electric Inc	08/09/2019	0.00	682.86
434429	CHARTEC	Charter Communication Inc	08/09/2019	0.00	514.94
434430	COASTAA	Coast Auto Center	08/09/2019	0.00	219.06
434431	CACEHA	Crescent Ace Hardware	08/09/2019	0.00	1,574.41
434432	DNCOC2	D N Co Dept Inform Tech	08/09/2019	0.00	64.11
434433	DAYWIR	Day Wireless Systems Inc	08/09/2019	0.00	598.11
434434	DNCBOS	Del Norte County	08/09/2019	0.00	105.00
434435	DNOFFI	Del Norte Office Supply	08/09/2019	0.00	254.76
434436	ENGLUN	Englund Marine Supply Co.	08/09/2019	0.00	7.48
434437	FASTENAL	Fastenal Company	08/09/2019	0.00	65.78
434438	FERGUS	Ferguson Enterprises, Inc #3011	08/09/2019	0.00	449.27
434439	VERIZO2	Frontier	08/09/2019	0.00	3,217.83
434440	Home Dep	Home Depot Credit Services	08/09/2019	0.00	1,357.17
434441	INDUSTE	Industrial Electric Arcata Inc	08/09/2019	0.00	1,476.20
434442	BESTSTOR	Brian Iorg	08/09/2019	0.00	130.00
434443	RECALL	Iron Mountain	08/09/2019	0.00	77.75
434444	MEYERSPO	Meyers Police K-9 Training, LLC	08/09/2019	0.00	600.00
434445	UB*04828	LAUREN MONTEZ	08/09/2019	0.00	155.30
434446	101	National Auto Parts Warehouse	08/09/2019	0.00	17.97
434447	NCAGLOV	Northern Calif Gloves	08/09/2019	0.00	451.01
434448	OREILLY	Ozark Automotive Dis. Inc.	08/09/2019	0.00	125.30
434449	PARKWA	Parkway Feed	08/09/2019	0.00	85.89
434450	PEPSI	Pepsi-Cola Bottling of North CA	08/09/2019	0.00	4.00
434451	PHADA	Phada	08/09/2019	0.00	910.00
434452	QUILLC	Quill Corporation	08/09/2019	0.00	29.54
434453	DNDISP	Recology Del Norte	08/09/2019	0.00	1,639.72
434454	TWOGUY	Two Guys	08/09/2019	0.00	8.87
434455	CALCARDS	US Bank Corporate Pmt Systems	08/09/2019	0.00	1,756.99
434456	VIRTUALP	Virtual Project Manager LLC	08/09/2019	0.00	4,000.00
Report Total (97 checks):				0.00	938,685.85

Accounts Payable

7-27-19 to 8-9-19 Council

CR



User: crawlings

Printed: 08/13/2019 - 4:25 PM

Check Num	Check Da	Account	Description	Amount	Selected for Vo
0	07/31/2019	610-000-2185-0000	PR Batch 00002.07.2019 State Income Tax	4,454.15	no
0	07/31/2019	610-000-2189-0000	PR Batch 00002.07.2019 Federal Income Tax	15,023.14	no
0	07/31/2019	610-000-2188-0000	PR Batch 00002.07.2019 Medicare Employee Portion	2,290.84	no
0	07/31/2019	610-000-2188-0000	PR Batch 00002.07.2019 Medicare Employer Portion	2,290.84	no
0	07/31/2019	610-000-2187-0000	PR Batch 00002.07.2019 EE Contribution	10,605.99	no
0	07/31/2019	610-000-2187-0000	PR Batch 00002.07.2019 ER Contribution	13,811.65	no
0	07/31/2019	610-000-2187-0000	PR Batch 00002.07.2019 Service Credit Purchase	414.18	no
0	07/31/2019	610-000-2187-0000	PR Batch 00002.07.2019 Survivor Benefit	53.42	no
0	07/29/2019	610-000-1510-0000	FY 20 Plan 1341 Unfunded Accrued Liability	523,188.00	no
0	07/29/2019	610-000-1510-0000	FY 20 Plan 6984 Unfunded Accrued Liability	162,843.00	no
0	07/29/2019	610-000-1510-0000	FY 20 Plan 6983 Unfunded Accrued Liability	9,454.00	no
0	07/29/2019	610-000-1510-0000	FY 20 Plan 26908 Unfunded Accrued Liability	1,454.00	no
0	07/29/2019	610-000-1510-0000	FY 20 Plan 25612 Unfunded Accrued Liability	320.00	no
0	07/31/2019	610-000-2188-0000	PR Batch 00333.07.2019 Medicare Employee Portion	0.92	no
0	07/31/2019	610-000-2188-0000	PR Batch 00333.07.2019 Medicare Employer Portion	0.92	no
0	07/31/2019	610-000-2187-0000	PR Batch 00333.07.2019 EE Contribution	4.30	no
0	07/31/2019	610-000-2187-0000	PR Batch 00333.07.2019 ER Contribution	4.45	no
0	07/31/2019	610-000-2187-0000	PR Batch 00333.07.2019 Survivor Benefit	0.93	no
0	07/31/2019	610-000-2185-0000	PR Batch 00911.07.2019 State Income Tax	85.57	no
0	07/31/2019	610-000-2189-0000	PR Batch 00911.07.2019 Federal Income Tax	556.59	no
0	07/31/2019	610-000-2188-0000	PR Batch 00911.07.2019 Medicare Employee Portion	184.51	no
0	07/31/2019	610-000-2188-0000	PR Batch 00911.07.2019 Medicare Employer Portion	184.51	no
0	08/07/2019	610-000-2173-0000	Aug 19 Premiums	41,963.19	no
0	08/07/2019	001-470-4125-0000	Aug 19 Premiums-Morelos	866.95	no
0	08/07/2019	630-000-4125-0000	Aug 19 Premiums-Retirees	6,028.00	no
0	08/07/2019	630-000-4125-0000	Aug 19 Admin Fees-Retirees	30.52	no
0	08/07/2019	001-111-4125-0000	Aug 19 Admin Fees	115.64	no
434359	07/31/2019	610-000-2184-0000	PR Batch 00002.07.2019 Misc EE Association Fund	85.00	no
434360	07/31/2019	610-000-2181-0000	PR Batch 00002.07.2019 CCPOA Dues	535.00	no
434361	07/31/2019	610-000-2170-0000	PR Batch 00002.07.2019 Wage Garn - EDD	334.79	no
434362	07/31/2019	610-000-2178-0000	Plan #300878	1,619.37	no
434362	07/31/2019	610-000-2178-0000	Plan #300878	142.89	no
434362	07/31/2019	610-000-2186-0000	Plan #306752	224.01	no
434362	07/31/2019	610-000-2186-0000	Plan #306752	1,068.23	no
434362	07/31/2019	610-000-2178-0000	Plan #300878	1,819.31	no
434362	07/31/2019	610-000-2186-0000	Plan #306752	163.81	no
434362	07/31/2019	610-000-2186-0000	Plan #306752	781.16	no
434363	08/02/2019	001-230-4451-0000	door maintenance at I St Fire Hall	145.00	no
434364	08/02/2019	001-480-4220-0000	Propane: 5/14/19-6/14/19 (ACCT# 02-00065442)	2,797.67	no
434364	08/02/2019	001-480-4220-0000	Propane 6/14/19-6/30/19 (ACCT# 02-0065442)	1,007.20	no
434364	08/02/2019	413-352-4220-0000	Propane (ACCT# 02-1010727)	111.08	no
434364	08/02/2019	001-471-4220-0000	Propane: 6/14/19-7/16/19 (ACCT # 02-0065468)	14.32	no
434365	08/02/2019	419-371-4470-0000	Perform specialized testing on City water supply	1,775.00	no
434366	08/02/2019	001-230-4450-0000	Oxygen tank service	19.40	no
434367	08/02/2019	001-240-4470-0000	SART exam 2019040197	1,800.00	no

Check Num	Check Da	Account	Description	Amount	Selected for Vo
434368	08/02/2019	001-480-4530-0000	PAYPAL CPO CLASS: Pool Op Trng: reg S.Winters, 6/25-27/19	281.65	no
434368	08/02/2019	412-100-4230-0000	DISHNETWORK: monthy cable service (05/25/19-06/24/19)	559.69	no
434368	08/02/2019	001-230-4390-0000	SPS INDUSTRIAL: non rechargeable battery pack AED pro	508.99	no
434368	08/02/2019	001-000-2122-0000	(TAX) SPS INDUSTRIAL: non rechargeable battery pack AED pro	-35.51	no
434368	08/02/2019	001-480-4390-0000	WALGREENS: gloves	32.54	no
434368	08/02/2019	001-230-4390-0000	49ER COMMUNICATIONS: programming microphone	481.44	no
434368	08/02/2019	001-480-4370-0000	HOME DEPOT: nozzle, toilet bowl cleaner	30.86	no
434368	08/02/2019	001-230-4390-0000	AMAZON: AED replacement batteries	120.36	no
434368	08/02/2019	001-480-4370-0000	WALMART: gloves	16.47	no
434368	08/02/2019	001-480-4530-0000	STARGUARD ELITE: lifeguard certifications	240.00	no
434368	08/02/2019	001-000-2122-0000	(TAX) AMAZON: AED replacement batteries	-8.40	no
434368	08/02/2019	001-480-4320-0000	CROCS: crocs footwear	96.77	no
434368	08/02/2019	001-480-4376-0000	SAFEWAY ETC: taxable food for pool store	94.84	no
434368	08/02/2019	001-480-4378-0000	SAFEWAY ETC: non-taxable food for pool store	203.31	no
434368	08/02/2019	001-480-4379-0000	SAFEWAY ETC: sales tax paid on resale items	5.43	no
434369	08/02/2019	001-110-4230-0000	CELL PHONE USE: 6/13/19-07/12/19	172.28	no
434369	08/02/2019	001-111-4230-0000	CELL PHONE USE: 6/13/19-07/12/19	14.34	no
434369	08/02/2019	001-113-4230-0000	CELL PHONE USE: 6/13/19-07/12/19	43.07	no
434369	08/02/2019	001-114-4230-0000	CELL PHONE USE: 6/13/19-07/12/19	43.07	no
434369	08/02/2019	001-120-4230-0000	CELL PHONE USE: 6/13/19-07/12/19	14.34	no
434369	08/02/2019	001-230-4230-0000	CELL PHONE USE: 6/13/19-07/12/19	167.16	no
434369	08/02/2019	001-240-4230-0000	CELL PHONE USE: 6/13/19-07/12/19	517.02	no
434369	08/02/2019	001-251-4230-0000	CELL PHONE USE: 6/13/19-07/12/19	35.88	no
434369	08/02/2019	001-313-4230-0000	CELL PHONE USE: 6/13/19-07/12/19	14.34	no
434369	08/02/2019	001-350-4230-0000	CELL PHONE USE: 6/13/19-07/12/19	98.24	no
434369	08/02/2019	001-364-4230-0000	CELL PHONE USE: 6/13/19-07/12/19	1.96	no
434369	08/02/2019	001-470-4230-0000	CELL PHONE USE: 6/13/19-07/12/19	17.70	no
434369	08/02/2019	001-480-4230-0000	CELL PHONE USE: 6/13/19-07/12/19	48.69	no
434369	08/02/2019	412-100-4230-0000	CELL PHONE USE: 6/13/19-07/12/19	57.46	no
434369	08/02/2019	413-111-4230-0000	CELL PHONE USE: 6/13/19-07/12/19	14.34	no
434369	08/02/2019	413-120-4230-0000	CELL PHONE USE: 6/13/19-07/12/19	14.34	no
434369	08/02/2019	413-351-4230-0000	CELL PHONE USE: 6/13/19-07/12/19	10.60	no
434369	08/02/2019	413-352-4230-0000	CELL PHONE USE: 6/13/19-07/12/19	238.04	no
434369	08/02/2019	413-353-4230-0000	CELL PHONE USE: 6/13/19-07/12/19	86.88	no
434369	08/02/2019	419-111-4230-0000	CELL PHONE USE: 6/13/19-07/12/19	14.39	no
434369	08/02/2019	419-120-4230-0000	CELL PHONE USE: 6/13/19-07/12/19	86.71	no
434369	08/02/2019	419-371-4230-0000	CELL PHONE USE: 6/13/19-07/12/19	201.45	no
434369	08/02/2019	420-115-4230-0000	CELL PHONE USE: 6/13/19-07/12/19	43.07	no
434369	08/02/2019	508-508-4230-0000	CELL PHONE USE: 6/13/19-07/12/19	76.10	no
434370	08/02/2019	001-480-4220-0000	Propane for facilities: 7/1/19-7/16/19 (ACCT# 02-0065442)	1,007.19	no
434370	08/02/2019	413-352-4220-0000	Propane for facilities (ACCT# 02-1010727)	103.53	no
434371	08/02/2019	001-240-4330-0000	Fuel for patrol cars	1,589.54	no
434372	08/02/2019	420-115-4230-0000	Fiber Internet DIA @ 520 I St- 07/21/19-08/20/19	399.00	no
434372	08/02/2019	413-352-4230-0000	broadband for security- 07/08/19-08/07/19	94.98	no
434373	08/02/2019	420-115-4450-0000	copier -monthly maintenance	140.00	no
434374	08/02/2019	413-351-4390-0000	Annual microbiology supplies	1,274.80	no
434375	08/02/2019	001-470-4390-0000	clutch; throttle	354.72	no
434376	08/02/2019	419-000-2110-0000	Refund Check	250.00	no
434377	08/02/2019	508-508-4390-0000	pan, med split	12.06	no
434377	08/02/2019	413-352-4390-0000	gloves	302.62	no
434378	08/02/2019	419-371-4230-0000	Water System Phone 464-2826 -07/13/19-08/12/19	66.21	no
434378	08/02/2019	419-371-4230-0000	Water System Phone 707-0083 --07/13/19-08/12/19	28.20	no
434378	08/02/2019	419-371-4230-0000	Water System Ph Bills --07/13/19-08/12/19	29.50	no
434378	08/02/2019	419-371-4230-0000	Water System Phone 707-1015-07/13/19-08/12/19	29.50	no
434378	08/02/2019	419-371-4230-0000	Water Syst Phone 707-1016 --07/13/19-08/12/19	29.50	no

Check Num	Check Da	Account	Description	Amount	Selected for Vo
434378	08/02/2019	419-371-4230-0000	Water Syst Phone 707-1017-07/13/19-08/12/19	29.50	no
434378	08/02/2019	419-371-4230-0000	Water System Phone - 0249-07/13/19-08/12/19	72.77	no
434378	08/02/2019	413-353-4230-0000	Lift Station Phone PLO-0001 --07/13/19-08/12/19	29.50	no
434378	08/02/2019	001-240-4230-0000	Radio to Sherriff --07/13/19-08/12/19	30.85	no
434378	08/02/2019	419-371-4230-0000	Water System Phone Bill 707-1006 --07/13/19-08/12/19	29.50	no
434378	08/02/2019	419-371-4230-0000	Water System Ph. Bill 707-1007 --07/13/19-08/12/19	72.77	no
434378	08/02/2019	419-371-4230-0000	Water Syst Ph Bills --07/13/19-08/12/19	72.77	no
434378	08/02/2019	419-371-4230-0000	Water System Phone Bills --07/13/19-08/12/19	29.50	no
434378	08/02/2019	419-371-4230-0000	707-1013 chlor bdg-07/13/19-08/12/19	99.81	no
434378	08/02/2019	419-371-4230-0000	Water System Ph Bills --07/13/19-08/12/19	29.50	no
434379	08/02/2019	001-240-3725-0000	REFUND: officer subpoena fees- court cancelled	60.00	no
434380	08/02/2019	001-480-4390-0000	coupling	51.87	no
434380	08/02/2019	413-357-4390-0000	socket	13.44	no
434380	08/02/2019	001-471-4390-0000	fire extinguisher	217.57	no
434381	08/02/2019	508-508-4390-0000	actuator asy #14	23.57	no
434383	08/02/2019	001-470-4390-0000	valve stem & tires	346.41	no
434384	08/02/2019	001-240-4550-0000	Annual service charge	5,877.00	no
434385	08/02/2019	413-352-4320-0000	Protective Footwear Reimbursement - FY20	200.00	no
434386	08/02/2019	001-470-4370-0000	Janitorial Supplies- City-Wide	190.45	no
434386	08/02/2019	001-230-4370-0000	Janitorial Supplies- City-Wide	16.93	no
434386	08/02/2019	001-240-4370-0000	Janitorial Supplies- City-Wide	16.93	no
434386	08/02/2019	001-471-4370-0000	Janitorial Supplies- City-Wide	16.93	no
434386	08/02/2019	001-480-4370-0000	Janitorial Supplies- City-Wide	42.32	no
434386	08/02/2019	412-100-4370-0000	Janitorial Supplies- City-Wide	16.93	no
434386	08/02/2019	413-352-4370-0000	Janitorial Supplies- City-Wide	16.93	no
434386	08/02/2019	508-508-4370-0000	Janitorial Supplies- City-Wide	21.16	no
434386	08/02/2019	001-350-4370-0000	Janitorial Supplies- City-Wide	48.25	no
434386	08/02/2019	001-111-4370-0000	Janitorial Supplies- City-Wide	1.69	no
434386	08/02/2019	001-113-4370-0000	Janitorial Supplies- City-Wide	1.70	no
434386	08/02/2019	001-114-4370-0000	Janitorial Supplies- City-Wide	1.69	no
434386	08/02/2019	001-120-4370-0000	Janitorial Supplies- City-Wide	6.77	no
434386	08/02/2019	001-251-4370-0000	Janitorial Supplies- City-Wide	0.85	no
434386	08/02/2019	001-313-4370-0000	Janitorial Supplies- City-Wide	1.69	no
434386	08/02/2019	413-120-4370-0000	Janitorial Supplies- City-Wide	1.69	no
434386	08/02/2019	419-120-4370-0000	Janitorial Supplies- City-Wide	1.70	no
434386	08/02/2019	420-115-4370-0000	Janitorial Supplies- City-Wide	1.69	no
434386	08/02/2019	001-470-4370-0000	Janitorial Supplies- City-Wide	39.20	no
434386	08/02/2019	001-230-4370-0000	Janitorial Supplies- City-Wide	3.49	no
434386	08/02/2019	001-240-4370-0000	Janitorial Supplies- City-Wide	3.48	no
434386	08/02/2019	001-471-4370-0000	Janitorial Supplies- City-Wide	3.49	no
434386	08/02/2019	001-480-4370-0000	Janitorial Supplies- City-Wide	8.71	no
434386	08/02/2019	412-100-4370-0000	Janitorial Supplies- City-Wide	3.48	no
434386	08/02/2019	413-352-4370-0000	Janitorial Supplies- City-Wide	3.48	no
434386	08/02/2019	508-508-4370-0000	Janitorial Supplies- City-Wide	4.36	no
434386	08/02/2019	001-350-4370-0000	Janitorial Supplies- City-Wide	9.93	no
434386	08/02/2019	001-111-4370-0000	Janitorial Supplies- City-Wide	0.35	no
434386	08/02/2019	001-113-4370-0000	Janitorial Supplies- City-Wide	0.35	no
434386	08/02/2019	001-114-4370-0000	Janitorial Supplies- City-Wide	0.35	no
434386	08/02/2019	001-120-4370-0000	Janitorial Supplies- City-Wide	1.39	no
434386	08/02/2019	001-251-4370-0000	Janitorial Supplies- City-Wide	0.18	no
434386	08/02/2019	001-313-4370-0000	Janitorial Supplies- City-Wide	0.34	no
434386	08/02/2019	413-120-4370-0000	Janitorial Supplies- City-Wide	0.35	no
434386	08/02/2019	419-120-4370-0000	Janitorial Supplies- City-Wide	0.35	no
434386	08/02/2019	420-115-4370-0000	Janitorial Supplies- City-Wide	0.35	no
434386	08/02/2019	001-470-4370-0000	Janitorial Supplies- City-Wide	237.00	no

Check Num	Check Da	Account	Description	Amount	Selected for Vo
434386	08/02/2019	001-230-4370-0000	Janitorial Supplies- City-Wide	21.07	no
434386	08/02/2019	001-240-4370-0000	Janitorial Supplies- City-Wide	21.07	no
434386	08/02/2019	001-471-4370-0000	Janitorial Supplies- City-Wide	21.06	no
434386	08/02/2019	001-480-4370-0000	Janitorial Supplies- City-Wide	52.67	no
434386	08/02/2019	412-100-4370-0000	Janitorial Supplies- City-Wide	21.06	no
434386	08/02/2019	413-352-4370-0000	Janitorial Supplies- City-Wide	21.07	no
434386	08/02/2019	508-508-4370-0000	Janitorial Supplies- City-Wide	26.33	no
434386	08/02/2019	001-350-4370-0000	Janitorial Supplies- City-Wide	60.04	no
434386	08/02/2019	001-111-4370-0000	Janitorial Supplies- City-Wide	2.11	no
434386	08/02/2019	001-113-4370-0000	Janitorial Supplies- City-Wide	2.11	no
434386	08/02/2019	001-114-4370-0000	Janitorial Supplies- City-Wide	2.10	no
434386	08/02/2019	001-120-4370-0000	Janitorial Supplies- City-Wide	8.43	no
434386	08/02/2019	001-251-4370-0000	Janitorial Supplies- City-Wide	1.05	no
434386	08/02/2019	001-313-4370-0000	Janitorial Supplies- City-Wide	2.11	no
434386	08/02/2019	413-120-4370-0000	Janitorial Supplies- City-Wide	2.11	no
434386	08/02/2019	419-120-4370-0000	Janitorial Supplies- City-Wide	2.10	no
434386	08/02/2019	420-115-4370-0000	Janitorial Supplies- City-Wide	2.11	no
434387	08/02/2019	419-371-4390-0000	tacky grease	6.67	no
434388	08/02/2019	413-352-4470-0000	General external regulatory lab tests for sewer utilities	189.00	no
434388	08/02/2019	419-371-4470-0000	External regulatory drinking water tests for water system	396.00	no
434388	08/02/2019	413-351-4685-0000	External regulatory lab tests for CCWQL	45.00	no
434389	08/02/2019	001-471-4450-0000	Monthly elevator service: AUG 2019	336.54	no
434390	08/02/2019	001-470-4390-0000	v-belts	92.40	no
434390	08/02/2019	001-470-4390-0000	misc screws; bolts; axle; hose etc	479.90	no
434391	08/02/2019	001-471-4390-0000	redwood siding	16,650.00	no
434392	08/07/2019	610-000-2174-0000	Aug 19 Premiums	2,426.73	no
434393	08/07/2019	610-000-2177-0000	Aug 19 Premiums	4,857.60	no
434393	08/07/2019	001-470-4125-0000	Aug 19 Premiums-Morelos	88.32	no
434394	08/07/2019	610-000-2179-0000	Aug 19 Premiums	269.50	no
434395	08/07/2019	001-111-4124-0000	2nd Qtr 19 UI - VanDermark	37.08	no
434395	08/07/2019	412-111-4124-0000	2nd Qtr 19 UI - VanDermark	10.30	no
434395	08/07/2019	413-111-4124-0000	2nd Qtr 19 UI - VanDermark	75.19	no
434395	08/07/2019	419-111-4124-0000	2nd Qtr 19 UI - VanDermark	75.19	no
434395	08/07/2019	001-470-4124-0000	2nd Qtr 19 UI - Lec Riedel	157.00	no
434395	08/07/2019	001-230-4124-0000	2nd Qtr 19 UI - Rook, T	11.00	no
434395	08/07/2019	001-470-4124-0000	2nd Qtr 19 UI - Nunes	670.00	no
434396	08/07/2019	001-240-4125-0000	Aug 19 Premiums	115.50	no
434397	08/07/2019	630-111-4409-0000	May 19 Admin Fees	300.00	no
434398	08/07/2019	412-100-4407-0000	New Hire Exam	65.96	no
434398	08/07/2019	001-480-4407-0000	New Hire Exam	85.36	no
434398	08/07/2019	001-470-4407-0000	New Hire Exam	42.68	no
434398	08/07/2019	001-480-4407-0000	Est PT Minimal	30.00	no
434399	08/07/2019	610-000-2179-0000	Aug 19 Premiums	2,030.09	no
434399	08/07/2019	001-470-4125-0000	Aug 19 Premiums-Morelos	24.41	no
434400	08/07/2019	610-000-2175-0000	Aug 19 Premiums	1,125.90	no
434400	08/07/2019	001-470-4125-0000	Aug 19 Premiums-Morelos	20.85	no
434407	08/09/2019	001-130-4410-0000	LEGAL SERVICES: JUN 2019 -AGENDA/COUNCIL/STAFF MEETIN	816.83	no
434407	08/09/2019	413-130-4410-0000	LEGAL SERVICES: JUN 2019 -AGENDA/COUNCIL/STAFF MEETIN	816.83	no
434407	08/09/2019	419-130-4410-0000	LEGAL SERVICES: JUN 2019 -AGENDA/COUNCIL/STAFF MEETIN	816.84	no
434407	08/09/2019	412-100-4410-0000	LEGAL SERVICES: JUN 2019 -SHORELINE RV	164.00	no
434407	08/09/2019	001-130-4410-0000	LEGAL SERVICES: JUN 2019 -GENERAL	4,970.50	no
434407	08/09/2019	413-130-4410-0000	LEGAL SERVICES: JUN 2019 -SEWER	2,460.00	no
434407	08/09/2019	419-130-4410-0000	LEGAL SERVICES: JUN 2019 -WATER	205.00	no
434407	08/09/2019	001-130-4530-0000	LEGAL SERVICES: JUN 2019 -REIMB: TRAVEL/CONF	763.00	no
434408	08/09/2019	001-240-4330-0000	Fuel for patrol cars	1,206.17	no

Check Num	Check Da	Account	Description	Amount	Selected for Vo
434409	08/09/2019	419-371-4390-0000	vapor tight clean lens	47.54	no
434409	08/09/2019	419-371-4390-0000	light bulbs	137.18	no
434409	08/09/2019	419-371-4390-0000	port connectors	35.85	no
434410	08/09/2019	506-506-4450-0000	Oxone disposal	2,499.99	no
434410	08/09/2019	506-506-4450-0000	Oxone disposal	200.00	no
434411	08/09/2019	001-470-4390-0000	40 flower baskets to beautify downtown	1,774.83	no
434412	08/09/2019	419-371-4390-0000	trash can; trash bags; rags	57.80	no
434412	08/09/2019	001-480-4340-0000	muriatric acid	123.69	no
434412	08/09/2019	412-100-4390-0000	paint and paint supplies	211.90	no
434412	08/09/2019	412-100-4390-0000	paint	29.82	no
434412	08/09/2019	001-470-4390-0000	oil; paint spout	34.48	no
434412	08/09/2019	419-371-4390-0000	screws; nuts; bolts	30.90	no
434412	08/09/2019	419-371-4390-0000	broom; dustpan	17.97	no
434412	08/09/2019	413-356-4390-3502	bushing; regulator	18.83	no
434413	08/09/2019	001-240-4320-0000	PD hoodies and hats	468.70	no
434415	08/09/2019	412-100-4390-0000	Rock for Shoreline	2,612.25	no
434416	08/09/2019	413-353-4390-0000	liquidite; bushing; coupling	9.90	no
434416	08/09/2019	412-100-4390-0000	connectors; inserts; wallplate	46.04	no
434416	08/09/2019	419-371-4390-0000	clorox spray	8.32	no
434416	08/09/2019	001-364-4390-1002	metal hand truck	85.98	no
434416	08/09/2019	412-100-4390-0000	tractor blade	45.12	no
434416	08/09/2019	412-100-4390-0000	stakes	17.00	no
434416	08/09/2019	412-100-4390-0000	tractor blade	47.27	no
434416	08/09/2019	508-508-4390-0000	snap lock; hole saw; metal hole saw	64.40	no
434416	08/09/2019	001-470-4390-0000	key wrench	18.21	no
434416	08/09/2019	001-364-4350-1002	cable tie; double lock cable tie	20.96	no
434416	08/09/2019	412-100-4390-0000	hammer bits; bit holder	24.66	no
434416	08/09/2019	412-100-4390-0000	u bolt	1.73	no
434416	08/09/2019	419-371-4390-0000	water bottles	11.04	no
434416	08/09/2019	001-364-4350-1002	leather gloves; pigskin gloves	23.61	no
434416	08/09/2019	506-506-4390-0000	mixing container; microfiber cloth	44.29	no
434416	08/09/2019	419-371-4390-0000	strap; breaker; outlet; receptacle wall plate	30.08	no
434416	08/09/2019	001-470-4390-0000	lumber	5.93	no
434416	08/09/2019	419-371-4390-0000	toggle switch, rope	108.27	no
434416	08/09/2019	508-508-4390-0000	tie downs	31.12	no
434416	08/09/2019	412-100-4390-0000	lumber	40.52	no
434416	08/09/2019	413-356-4390-3502	pvc connector; rope	39.39	no
434416	08/09/2019	413-356-4390-3502	lumber	20.38	no
434416	08/09/2019	419-371-4390-0000	sledge hammer; simple green	59.03	no
434417	08/09/2019	001-240-4409-0000	FY19 monthly service fee; JUNE 2019	50.00	no
434418	08/09/2019	152-485-4796-1705	Sexual Assault Services (1/1/19-3/31/19)	11,135.93	no
434419	08/09/2019	001-230-4450-0000	CCFR 10yr Fin Master Plan (50/50 split w/County) MAY-JUNE 2019	2,972.00	no
434419	08/09/2019	001-230-4450-0000	CCFR 10yr Fin Master Plan (50/50 split w/County) FEB-APR 2019	11,996.00	no
434420	08/09/2019	001-313-4409-0000	Planning Services (through 4/30/19)	4,832.65	no
434421	08/09/2019	001-240-4530-0000	COLLEGE OF THE REDWOODS: ICI Basics; reg, T.Balch, 6/4-6/19	128.00	no
434421	08/09/2019	001-240-4530-0000	COLLEGE OF THE REDWOODS: ICI Basics; reg, J.Cooper, 6/4-6/19	128.00	no
434421	08/09/2019	001-000-1510-0000	CENTRIFUGE TR: VCQB Instructor Trng; reg, A.Pearson, 7/28-8/3/19	960.00	no
434422	08/09/2019	001-230-4530-0000	NVFC Training: mileage, meals, hotel, reg6/13-6/16/19 (FULL AMT)	1,070.59	no
434423	08/09/2019	001-240-4230-0000	DOJ/CLETS line FY19: JAN 2019	103.18	no
434423	08/09/2019	001-240-4230-0000	DOJ/CLETS line: JULY 2019	106.35	no
434424	08/09/2019	001-480-3716-0000	REFUND; swimming lessons	38.50	no
434425	08/09/2019	413-352-4220-0000	Propane for facilities (ACCT# 02-1010727)	122.02	no
434426	08/09/2019	419-371-4390-0000	(12) 3/4 brass fittings	459.20	no
434426	08/09/2019	419-371-4390-0000	hydrant rings	417.61	no
434427	08/09/2019	001-240-4330-0000	Fuel for patrol cars	1,440.72	no

Check Num	Check Da	Account	Description	Amount	Selected for Vo
434428	08/09/2019	413-356-4390-3502	elbow; c-plug; connectors	101.13	no
434428	08/09/2019	413-356-4390-3502	bushing; clamps; wire	33.40	no
434428	08/09/2019	413-356-4390-3502	wire; emt	149.32	no
434428	08/09/2019	001-364-4350-1002	LED lights	68.69	no
434428	08/09/2019	001-364-4350-1002	LED lights	330.32	no
434429	08/09/2019	412-100-4230-0000	Internet Service -08/01/19-08/31/19	149.98	no
434429	08/09/2019	001-111-4230-0000	Internet Service -07/27/19-08/26/19	4.59	no
434429	08/09/2019	001-113-4230-0000	Internet Service -07/27/19-08/26/19	13.74	no
434429	08/09/2019	001-114-4230-0000	Internet Service -07/27/19-08/26/19	13.73	no
434429	08/09/2019	001-350-4230-0000	Internet Service -07/27/19-08/26/19	47.76	no
434429	08/09/2019	420-115-4230-0000	Internet Service -07/27/19-08/26/19	13.73	no
434429	08/09/2019	001-120-4230-0000	Internet Service -07/27/19-08/26/19	54.32	no
434429	08/09/2019	413-120-4230-0000	Internet Service -07/27/19-08/26/19	13.74	no
434429	08/09/2019	001-313-4230-0000	Internet Service -07/27/19-08/26/19	13.73	no
434429	08/09/2019	001-251-4230-0000	Internet Service -07/27/19-08/26/19	6.76	no
434429	08/09/2019	419-120-4230-0000	Internet Service -07/27/19-08/26/19	13.74	no
434429	08/09/2019	413-111-4230-0000	Internet Service-07/27/19-08/26/19	4.57	no
434429	08/09/2019	419-111-4230-0000	Internet Service-07/27/19-08/26/19	4.57	no
434429	08/09/2019	419-371-4230-0000	broadband for security- 07/26/19-08/25/19	79.99	no
434429	08/09/2019	419-371-4230-0000	broadband for security- 07/25/19-08/24/19	79.99	no
434430	08/09/2019	508-508-4390-0000	sensor for #42	256.82	no
434430	08/09/2019	508-508-4390-0000	RETURN: sensor for #42	-256.82	no
434430	08/09/2019	508-508-4390-0000	sensor replacement	219.06	no
434431	08/09/2019	419-371-4390-0000	deadbolt; rekey	34.92	no
434431	08/09/2019	001-470-4390-0000	paint	29.82	no
434431	08/09/2019	001-364-4390-1002	spring snap	10.02	no
434431	08/09/2019	412-100-4390-0000	deadlatch; screw	12.82	no
434431	08/09/2019	001-240-4390-0000	bulk nails and screws	58.17	no
434431	08/09/2019	001-240-4390-0000	lumber	127.65	no
434431	08/09/2019	001-470-4390-0000	hose flexogen	85.12	no
434431	08/09/2019	001-364-4390-1002	simple green cleaner	23.20	no
434431	08/09/2019	001-240-4390-0000	lumber; nails/screws	268.05	no
434431	08/09/2019	419-371-4390-0000	vinyl tube	95.78	no
434431	08/09/2019	001-480-4340-0000	muratic acid	123.69	no
434431	08/09/2019	001-240-4390-0000	sheetrock	77.34	no
434431	08/09/2019	419-371-4390-0000	shovel	34.81	no
434431	08/09/2019	419-371-4390-0000	flap wheel; sandrums	21.24	no
434431	08/09/2019	412-100-4390-0000	extension tube; magnetic catch	26.06	no
434431	08/09/2019	419-371-4390-0000	rod thread	5.41	no
434431	08/09/2019	413-353-4390-0000	pvc pipe	23.21	no
434431	08/09/2019	413-353-4390-0000	couple flex	9.28	no
434431	08/09/2019	001-470-4390-0000	adapters	11.04	no
434431	08/09/2019	001-364-4390-1002	lumber	21.32	no
434431	08/09/2019	413-357-4390-0000	screws; nuts and bolts	11.87	no
434431	08/09/2019	001-471-4390-0000	siding	22.63	no
434431	08/09/2019	001-470-4390-0000	key yale	11.56	no
434431	08/09/2019	001-471-4390-0000	siding	124.48	no
434431	08/09/2019	001-240-4390-0000	mounting tape	6.76	no
434431	08/09/2019	001-470-4390-0000	lock lever	67.71	no
434431	08/09/2019	001-480-4390-0000	sump pump; bushing	99.24	no
434431	08/09/2019	506-506-4390-0000	hole saw; straight belt	61.89	no
434431	08/09/2019	001-240-4390-0000	paint	69.32	no
434432	08/09/2019	001-113-4450-0000	IT services for council meetings -7/1/19	34.97	no
434432	08/09/2019	001-113-4450-0000	IT services for council meetings- 7/15/19	29.14	no
434433	08/09/2019	001-240-4450-0000	Radio maintenance: JULY-SEPT 2019	598.11	no

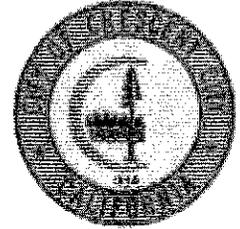
Check Num	Check Da	Account	Description	Amount	Selected for Vo
434434	08/09/2019	001-113-4450-0000	FY20 Board Chambers rental- 7/1/19 & 7/15/19	105.00	no
434435	08/09/2019	001-240-4310-0000	toner cartridge	163.38	no
434435	08/09/2019	001-240-4407-0000	COP Recruitment color copies	63.43	no
434435	08/09/2019	001-240-4407-0000	RETURN: COP Recruitment color copies	-63.43	no
434435	08/09/2019	001-240-4407-0000	COP Recruitment color copies	91.38	no
434436	08/09/2019	001-364-4390-1002	galv snap hook	7.48	no
434437	08/09/2019	508-508-4390-0000	universal pads	65.78	no
434438	08/09/2019	419-371-4390-0000	water system supplies/parts	449.27	no
434439	08/09/2019	001-480-4230-0000	Pool Phone 465-5761 -- 07/30/19-08/29/19	129.20	no
434439	08/09/2019	412-100-4230-0000	Monthly Phone Bill- 07/30/19-08/29/19	127.82	no
434439	08/09/2019	413-353-4230-0000	Lift Station Phone PL0-0009 -07/25/19-08/24/19	59.59	no
434439	08/09/2019	413-352-4230-0000	WWTP phone- 07/30/19-08/29/19	266.88	no
434439	08/09/2019	413-351-4230-0000	Lab phone 464-5416- 07/30/19-08/29/19	118.58	no
434439	08/09/2019	001-111-4230-0000	City Hall Shared Phone -- 07/30/19-08/29/19	15.21	no
434439	08/09/2019	001-113-4230-0000	City Hall Shared Phone -- 07/30/19-08/29/19	45.49	no
434439	08/09/2019	001-120-4230-0000	City Hall Shared Phone -- 07/30/19-08/29/19	179.93	no
434439	08/09/2019	413-120-4230-0000	City Hall Shared Phone-- 07/30/19-08/29/19	45.49	no
434439	08/09/2019	001-114-4230-0000	City Hall Shared Phone -- 07/30/19-08/29/19	45.49	no
434439	08/09/2019	001-313-4230-0000	City Hall Shared Phone-- 07/30/19-08/29/19	45.49	no
434439	08/09/2019	419-120-4230-0000	City Hall Shared Phone-- 07/30/19-08/29/19	45.49	no
434439	08/09/2019	420-115-4230-0000	City Hall Shared Phone-- 07/30/19-08/29/19	45.49	no
434439	08/09/2019	001-251-4230-0000	City Hall Shared Phone-- 07/30/19-08/29/19	22.41	no
434439	08/09/2019	001-350-4230-0000	City Hall Shared Phone-- 07/30/19-08/29/19	158.20	no
434439	08/09/2019	419-111-4230-0000	City Hall Shared Phone-- 07/30/19-08/29/19	15.14	no
434439	08/09/2019	413-111-4230-0000	City Hall Shared Phone-- 07/30/19-08/29/19	15.14	no
434439	08/09/2019	413-352-4230-0000	Tri Plt phone line- 07/30/19-08/29/19	186.98	no
434439	08/09/2019	001-471-4230-0000	Cult Cntr Elev Alm 707-464-4582- 07/30/19-08/29/19	65.34	no
434439	08/09/2019	413-352-4230-0000	Treatment Plant Phone: 465-3054- 07/30/19-08/29/19	440.22	no
434439	08/09/2019	413-353-4230-0000	707-465-4191Lift Station Phone 08/01/19-08/31/19	29.38	no
434439	08/09/2019	001-350-4230-0000	707-464-9506 monthly phone- 07/30/19-08/29/19	140.43	no
434439	08/09/2019	413-120-4230-0000	707-465-6208 monthly phone- 07/30/19-08/29/19	34.52	no
434439	08/09/2019	419-120-4230-0000	707-465-6208 monthly phone- 07/30/19-08/29/19	34.52	no
434439	08/09/2019	508-508-4230-0000	707-464-9565 monthly phone- 07/30/19-08/29/19	114.21	no
434439	08/09/2019	001-230-4230-0000	707-464-9113 monthly phone- 07/30/19-08/29/19	34.66	no
434439	08/09/2019	413-352-4230-0000	707-464-7023 monthly phone- 07/30/19-08/29/19	69.04	no
434439	08/09/2019	001-471-4230-0000	707-465-3914 monthly phone- 07/30/19-08/29/19	74.21	no
434439	08/09/2019	001-480-4230-0000	707-464-6940 monthly phone- 07/30/19-08/29/19	61.77	no
434439	08/09/2019	413-120-4230-0000	707-464-6517 monthly phone- 07/30/19-08/29/19	17.78	no
434439	08/09/2019	419-120-4230-0000	707-464-6517 monthly phone- 07/30/19-08/29/19	17.77	no
434439	08/09/2019	001-240-4230-0000	707-464-2133 monthly phone- 07/30/19-08/29/19	169.24	no
434439	08/09/2019	001-350-4230-0000	707 465-4405 downstairs fax- 07/30/19-08/29/19	8.28	no
434439	08/09/2019	001-251-4230-0000	707 465-4405 downstairs fax- 07/30/19-08/29/19	1.18	no
434439	08/09/2019	420-115-4230-0000	707 465-4405 downstairs fax- 07/30/19-08/29/19	2.38	no
434439	08/09/2019	413-120-4230-0000	707 465-4405 downstairs fax- 07/30/19-08/29/19	2.38	no
434439	08/09/2019	419-120-4230-0000	707 465-4405 downstairs fax- 07/30/19-08/29/19	2.38	no
434439	08/09/2019	001-114-4230-0000	707 465-4405 downstairs fax- 07/30/19-08/29/19	2.38	no
434439	08/09/2019	001-120-4230-0000	707 465-4405 downstairs fax- 07/30/19-08/29/19	9.42	no
434439	08/09/2019	001-113-4230-0000	707 465-4405 downstairs fax- 07/30/19-08/29/19	2.39	no
434439	08/09/2019	001-313-4230-0000	707 465-4405 downstairs fax- 07/30/19-08/29/19	2.38	no
434439	08/09/2019	001-111-4230-0000	707 465-4405 downstairs fax- 07/30/19-08/29/19	0.79	no
434439	08/09/2019	419-111-4230-0000	707 465-4405 downstairs fax- 07/30/19-08/29/19	0.80	no
434439	08/09/2019	413-111-4230-0000	707 465-4405 downstairs fax- 07/30/19-08/29/19	0.79	no
434439	08/09/2019	001-120-4230-0000	707 465-1719 upstairs fax- 07/30/19-08/29/19	9.42	no
434439	08/09/2019	001-111-4230-0000	707 465-1719 upstairs fax- 07/30/19-08/29/19	0.80	no
434439	08/09/2019	001-313-4230-0000	707 465-1719 upstairs fax- 07/30/19-08/29/19	2.38	no

Check Num	Check Da	Account	Description	Amount	Selected for Vo
434439	08/09/2019	001-113-4230-0000	707 465-1719 upstairs fax- 07/30/19-08/29/19	2.38	no
434439	08/09/2019	001-114-4230-0000	707 465-1719 upstairs fax- 07/30/19-08/29/19	2.38	no
434439	08/09/2019	001-350-4230-0000	707 465-1719 upstairs fax- 07/30/19-08/29/19	8.29	no
434439	08/09/2019	419-120-4230-0000	707 465-1719 upstairs fax- 07/30/19-08/29/19	2.38	no
434439	08/09/2019	001-251-4230-0000	707 465-1719 upstairs fax- 07/30/19-08/29/19	1.17	no
434439	08/09/2019	413-120-4230-0000	707 465-1719 upstairs fax- 07/30/19-08/29/19	2.38	no
434439	08/09/2019	420-115-4230-0000	707 465-1719 upstairs fax- 07/30/19-08/29/19	2.38	no
434439	08/09/2019	419-111-4230-0000	707 465-1719 upstairs fax- 07/30/19-08/29/19	0.80	no
434439	08/09/2019	413-111-4230-0000	707 465-1719 upstairs fax- 07/30/19-08/29/19	0.79	no
434439	08/09/2019	001-350-4230-0000	707-464-9506 monthly phone 06/30/19-07/29/19	135.19	no
434440	08/09/2019	001-230-4390-0000	light bulbs	6.42	no
434440	08/09/2019	412-100-4390-0000	light bulbs	116.26	no
434440	08/09/2019	412-100-4390-0000	lumber	21.96	no
434440	08/09/2019	001-364-4390-1002	spring links	29.50	no
434440	08/09/2019	001-364-4390-1002	rope clamp; spring links	142.48	no
434440	08/09/2019	419-371-4390-0000	wood pruner	34.37	no
434440	08/09/2019	001-364-4390-1002	nift nabbers	64.40	no
434440	08/09/2019	508-508-4390-0000	light bulbs	4.27	no
434440	08/09/2019	001-470-4390-0000	primer; gloves	26.81	no
434440	08/09/2019	419-371-4390-0000	hand saw; drywall	19.80	no
434440	08/09/2019	419-371-4390-0000	lumber; drywall screws; sponge; putty knife; wall patch	75.99	no
434440	08/09/2019	412-100-4390-0000	lightbulbs	93.01	no
434440	08/09/2019	412-100-4390-0000	drain bladders; spin drain gun	66.36	no
434440	08/09/2019	001-364-4390-1002	clorox wipes; simple green	35.28	no
434440	08/09/2019	001-470-4390-0000	bushing; pvc coupling	2.82	no
434440	08/09/2019	508-508-4390-0000	cordless rotary hammer	321.43	no
434440	08/09/2019	508-508-4390-0000	hackzall; battery	213.93	no
434440	08/09/2019	419-371-4390-0000	water bottles	26.36	no
434440	08/09/2019	001-470-4390-0000	pvc parts; pvc cutter	35.18	no
434440	08/09/2019	413-357-4390-0000	sprayer; disinfecting wipes; water bottles; simple green	65.66	no
434440	08/09/2019	412-100-4390-0000	RETURN: blade	-45.12	no
434441	08/09/2019	413-356-4390-3502	emergency parts/services for motor rewind-Oregon St Lift Station	1,476.20	no
434442	08/09/2019	001-113-4450-0000	Document storage: AUG 2019	130.00	no
434443	08/09/2019	001-113-4450-0000	Document shredding service 6/26/19-7/23/19	77.75	no
434444	08/09/2019	001-240-4530-0000	Monthly maintenance fee for K9's: JULY 2019	600.00	no
434445	08/09/2019	419-000-2110-0000	Refund Check	155.30	no
434446	08/09/2019	508-508-4390-0000	sem solve	17.97	no
434447	08/09/2019	419-371-4390-0000	26 safety jackets	112.75	no
434447	08/09/2019	413-353-4390-0000	26 safety jackets	112.75	no
434447	08/09/2019	001-364-4390-1002	26 safety jackets	112.75	no
434447	08/09/2019	001-470-4390-0000	26 safety jackets	112.76	no
434448	08/09/2019	508-508-4390-0000	hose clamp	5.27	no
434448	08/09/2019	508-508-4390-6000	semi-met pad for #5176	44.47	no
434448	08/09/2019	508-508-4390-6000	abs sensor for #5176	75.56	no
434449	08/09/2019	001-240-4380-0000	Dog food for K9's	85.89	no
434450	08/09/2019	001-000-3825-0000	REFUND: Overpayment of Business License #04396	4.00	no
434452	08/09/2019	001-480-4310-0000	pool schedule paper	29.54	no
434453	08/09/2019	412-100-4225-0000	Refuse disposal: JUL 2019	1,639.72	no
434454	08/09/2019	001-470-4390-0000	mule taillight	8.87	no
434455	08/09/2019	001-240-4550-0000	CA POLICE CHIEFS ASSOC: dues	375.00	no
434455	08/09/2019	001-240-4380-0000	PACKTRACK: handler subscription	100.00	no
434455	08/09/2019	001-240-4240-0000	MAIL ROOM: postage	15.30	no
434455	08/09/2019	001-240-4320-0000	GALLS: uniform shirt & pants	346.95	no
434455	08/09/2019	001-240-4471-0000	OREGON VITAL REC: death cert copy ordered	63.25	no
434455	08/09/2019	001-480-4310-0000	AMAZON: star stamps	14.94	no

Check Num	Check Da	Account	Description	Amount	Selected for Vo
434455	08/09/2019	001-480-4320-0000	CROCS: clogs	72.52	no
434455	08/09/2019	001-480-4310-0000	STARFISH AQUATICS: record books	63.92	no
434455	08/09/2019	001-480-4370-0000	HOME DEPOT: lysol & clorox wipes	44.24	no
434455	08/09/2019	001-480-4310-0000	DN OFFICE SUPPLY: index cards, hole punch	14.87	no
434455	08/09/2019	001-480-4390-0000	ELIFEGUARD INC: rescue tubes, patrol tubes	242.51	no
434455	08/09/2019	001-480-4370-0000	WALMART: windex	6.39	no
434455	08/09/2019	001-480-4310-0000	WALMART: clock & storage boxes	19.55	no
434455	08/09/2019	001-480-4376-0000	WALMART: taxable food for pool store	65.71	no
434455	08/09/2019	001-480-4377-0000	WALMART: taxable non-food for pool store	19.37	no
434455	08/09/2019	001-480-4378-0000	WALMART: non-taxable food for pool store	285.70	no
434455	08/09/2019	001-480-4379-0000	WALMART: sales tax paid on items for pool store	6.77	no
434456	08/09/2019	419-371-4450-0000	Software to manage construction projects	2,000.00	no
434456	08/09/2019	413-357-4450-0000	Software to manage construction projects	1,500.00	no
434456	08/09/2019	413-356-4450-3502	Software to manage construction projects	500.00	no
				936,854.53	

Accounts Payable

7-27-19 to 8-9-19 Housing



User: crawlings

Printed: 08/13/2019 - 4:26 PM

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Check Num	Check Da	Account	Description	Amount	Selected for Void
434369	08/02/2019	110-490-4230-00000	CELL PHONE USE: 6/13/19-07/12/19	64.60	no
434382	08/02/2019	110-490-4310-00000	Forms and printing- App check sheet, change inc, move out	354.57	no
434382	08/02/2019	110-490-4310-00000	Forms and printing: Req add to household	73.99	no
434386	08/02/2019	110-490-4370-00000	Janitorial Supplies- City-Wide	16.93	no
434386	08/02/2019	110-490-4370-00000	Janitorial Supplies- City-Wide	3.49	no
434386	08/02/2019	110-490-4370-00000	Janitorial Supplies- City-Wide	21.07	no
434395	08/07/2019	110-111-4124-00000	2nd Qtr 19 UI - VanDermark	8.24	no
434414	08/09/2019	110-490-4450-00000	Heat pump service	238.00	no
434439	08/09/2019	110-490-4230-00000	707-464-9216 montly phone- 07/30/19-08/29/19	140.43	no
434451	08/09/2019	110-490-4550-00000	Membership dues	910.00	no
				<u>1,831.32</u>	

CITY OF CRESCENT CITY
 BI-WEEKLY PAYROLL REPORT

PAYROLL END DATE
 PAYROLL PAID DATE
 CHECK NUMBERS

August 3, 2019
 August 9, 2019
 CKS # 109853-109863

	Regular Pay	Overtime	Gross Pay	# Empl	Notes
Dept #110 City Council	2,109.84		2,109.84	5	
Dept #111 Admin/City Manager	10,849.08	57.66	10,906.74	3	
Dept #114 Human Resources	2,080.92		2,080.92	1	
Dept #120 Finance/Utility Billing	17,233.77		17,233.77	6	
Dept #230 Fire Department	6,212.75		6,212.75	2 + 2 part-time	
Dept #240 Police Department	34,834.58	4,730.94	39,565.52	13	
Dept #313 Planning			1,376.51	1 Part-time	
Dept #350 Public Works-All Depts	57,817.19	3,557.18	61,374.37	24+ 4 Part-time	
Dept #450 Recreation & Events			2,529.42	1	
Dept #480 Swimming Pool Fund	11,513.36	72.45	11,585.81	1+21 Part-time	
Dept #490 Housing Authority	8,110.76		8,110.76	3 + 1 Part-time	
TOTALS	150,762.25	8,418.23	163,086.41	60 + 28 Part-time	

The payroll summarized above is listed where assigned. The actual costs of each employee are allocated each pay period to the department and/or fund where the actual work was performed.



CITY COUNCIL AGENDA REPORT

TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

BY: LINDA LEAVER, FINANCE DIRECTOR

DATE: AUGUST 19, 2019

SUBJECT: BUDGET-TO-ACTUAL FINANCIAL REPORT FOR JULY 2019

RECOMMENDATION

- Receive and file monthly budget-to-actual financial report of the City's major operating funds for the month of July 2019

BACKGROUND

In order to provide timely information to the City Council and to the public, the City's Finance Department has prepared the attached monthly budget-to-actual report. This report provides a summary overview as of July 31, 2019 of the fiscal year-to-date revenues and expenses of the City's major operating funds: General Fund, Housing Authority Fund, Shoreline RV Park Fund, Sewer Fund and Water Fund. A summary of the Beachfront Park CIP Fund is also included in the attached report.

As in prior years, the monthly report for June 2019 will be presented after all year-end entries and adjustments have been recorded.

ITEM ANALYSIS

As of July 31, 2019, we are 8% of the way through the fiscal year, with 92% of the year remaining. If revenues were received and expenditures made evenly throughout the year, there would be 92% of each budget line remaining. However, revenues and expenditures are not even throughout the year for many reasons. Many revenues are not received evenly throughout the year (particularly tax revenues and grant reimbursements), many routine expenses are not recorded until the invoice is received in the following month, and budgets may include large projects that have not yet been completed. In addition, the Finance Department is currently working on closing the books for Fiscal Year 2018-19. Many revenues and invoices (expenses) received by the City during July and August will ultimately be accrued back to FY 2018-19, which can result in July and August activity appearing to be very low.

Note that the budget amounts presented are from the Fiscal Year 2019-20 budget adopted by the City Council. This does not yet include the budget impacts that will result from the City moving to contract operations of the Wastewater Treatment Plant in September.

This report summarizes the actual revenues and expenditures for the year to date; additional information is provided in the budget-to-actual report attached.

- **General Fund**

General Fund revenues show that 98% of the budgeted amount is yet to be received. This is dependent on the timing of when certain revenues are received. For example, most taxes, third party billings, and grant reimbursements are received quarterly. In addition, many revenues received in July are being accrued back to Fiscal Year 2018-19. As a comparison, at the same time last year, the same percentage (98%) of the budgeted revenues were yet to be received. General Fund actual expenditures show that 97% of the budgeted amount is yet to be expended.

- **Housing Authority Fund**

The Housing Authority is funded by monthly disbursements from the federal government. At this point, actual revenues show 91% remaining to be collected and actual expenditures have remaining amounts of 92%.

- **Shoreline RV Park Fund**

Revenues collected by the Shoreline Recreational Vehicle Park (RV Park) show 82% remaining to be collected. RV Park revenues are highly seasonal, and most rental revenues are received in the summer months. Actual expenses in the RV Park show 98% of the budget left to be expended.

- **Sewer Fund**

The Sewer Fund earns revenue primarily from charges to the users of its services. Actual revenues show 93% of the total revenue budget remaining to be collected. Operational expenses (not including debt service or capital improvements) show 98% of the budget remaining to be expended.

- **Water Fund**

The Water Fund earns revenue primarily from charges for service. Actual revenues show 91% of the budget remaining to be collected and 97% of budgeted operational expenses (not including debt service or capital improvements) remaining to be expended.

- **Summary**

The following table summarizes the actual revenues and expenses for the City's five major operating funds, not including encumbrances:

	Budget	Actual	Remaining \$	Remaining %
General Fund				
Revenue	5,921,634	114,225	5,807,409	98%
Expense	6,515,897	194,616	6,321,281	97%
Net	(594,263)	(80,390)		
Housing Fund				
Revenue	3,720,374	322,032	3,398,342	91%
Expense	3,729,084	302,325	3,426,759	92%
Net	(8,710)	19,707		
RV Park Fund				
Revenue	371,000	68,617	302,383	82%
Expense	354,739	5,346	349,393	98%
Net	16,261	63,271		
Sewer Fund				
Revenue	4,964,941	365,283	4,599,658	93%
Operating Expense	3,504,397	72,633	3,431,764	98%
Debt Service	1,500,000	1,500,000	-	0%
Transfer to CIP	1,000,000	-	1,000,000	100%
Net	(1,039,456)	(1,207,350)		
Water Fund				
Revenue	2,979,680	259,238	2,720,442	91%
Operating Expense	2,084,060	55,850	2,028,210	97%
Debt Service	350,000	-	350,000	100%
Transfer to CIP	275,000	-	275,000	100%
Net	270,620	203,388		

• **Long-term Liabilities**

The City's long-term liability balances are included in the table below. Net Pension Liability and Compensated Absences are updated annually during the audit process. These amounts below are from the last audit (June 30, 2018) and will be updated later this year when the audit is complete. The Sewer Fund and Water Fund loan balances are updated when payments are made (in July for the Sewer Fund loan, and in December and June for the Water Fund loan).

Liability	Fund	Balance
Net Pension Liability	Multiple	10,325,662
Compensated Absences	Multiple	297,410
SRF Loan	Sewer	35,553,253
SRF Loan	Water	1,575,000

FISCAL ANALYSIS

Preparation of this report is informational in nature and has no direct fiscal impact.

STRATEGIC PLAN ASSESSMENT

This report is consistent with Strategic Plan Goal 3 to “Maintain responsible fiscal management and accountability.”

ATTACHMENTS

1. Monthly budget-to-actual report for July 2019

Staff review:



CM

City of Crescent City
FY 2019-20 General Fund Operating Report
As of July 31, 2019

% of Year Remaining: **92%**

Description	Notes	Budget	Actual	Remaining before Encumbrances		Encumbrances	Remaining after Encumbrances	
				\$ Remaining	% Remaining		\$ Remaining	% Remaining
Non-Departmental Revenue								
Tax Revenue	1	3,760,537	32,001	3,728,536	99%	-	3,728,536	99%
Licenses & Permits	1	284,007	54,347	229,660	81%	-	229,660	81%
Interest Income	1	38,639	-	38,639	100%	-	38,639	100%
Lease-Rental Income		28,029	2,996	25,033	89%	-	25,033	89%
Other Revenue		11,150	-	11,150	100%	-	11,150	100%
Departmental Revenue								
City Council	2	74,389	-	74,389	100%	-	74,389	100%
City Manager	3	30,000	-	30,000		-	30,000	100%
City Clerk	2	96,941	15	96,926	100%	-	96,926	100%
Human Resources	2	48,109	-	48,109	100%	-	48,109	100%
Fire	1	442,800	-	442,800	100%	-	442,800	100%
Police	1,4	426,553	535	426,018	100%	-	426,018	100%
Code Enforcement	5	51,000	-	51,000	100%	-	51,000	100%
Building Inspection		76,045	7,917	68,128	90%	-	68,128	90%
Planning	6	43,450	1,179	42,272	97%	-	42,272	97%
Public Works Admin		2,500	-	2,500	100%	-	2,500	100%
Streets	7	223,500	-	223,500	100%	-	223,500	100%
Parks	8	9,000	64	8,937	99%	-	8,937	99%
Cultural Center	8	15,000	2,436	12,564	84%	-	12,564	84%
Swimming Pool		259,985	12,736	247,249	95%	-	247,249	95%
General Fund Revenue Total		5,921,634	114,225	5,807,409	98%	-	5,807,409	98%
Non-Departmental Expenditures								
City Council	9	241,111	-	241,111	100%	-	241,111	100%
City Manager	3	113,882	4,022	109,860	96%	-	109,860	96%
Community Support		106,203	2,794	103,409	97%	-	103,409	97%
City Clerk		98,551	2,139	96,412	98%	288	96,125	98%
Human Resources		148,258	8,497	139,761	94%	6,669	133,092	90%
Finance		126,262	5,031	121,231	96%	4,736	116,495	92%
City Attorney	10	243,867	10,151	233,716	96%	2,480	231,235	95%
Fire		61,423	-	61,423	100%	-	61,423	100%
Police	4	764,459	15,702	748,757	98%	513	748,244	98%
Code Enforcement		2,421,779	84,375	2,337,404	97%	146,904	2,190,500	90%
Building Inspection		75,586	373	75,213	100%	-	75,213	100%
Planning	6	61,456	2,393	59,063	96%	-	59,063	96%
Public Works Admin		201,363	1,624	199,739	99%	-	199,739	99%
Streets	7	113,153	5,193	107,960	95%	-	107,960	95%
Parks	11	527,664	11,033	516,631	98%	54,817	461,813	88%
Cultural Center	12	447,283	11,829	435,454	97%	19,915	415,539	93%
Swimming Pool		138,439	7,101	131,338	95%	61,213	70,124	51%
General Fund Expenditure Total		6,515,897	194,616	6,321,281	97%	376,681	5,944,601	91%
NET OPERATING RESULTS		(594,263)	(80,390)					

GENERAL FUND NOTES:

- 1 General Fund revenues are not received evenly throughout the year. Many taxes, third party billings, interest, and grant revenues are received quarterly or semiannually.
- 2 Revenue is based on actual expenditures charged to other funds; lower expenses will result in lower revenue.
- 3 Budget includes grant revenue (BHC) and expenses for cultural diversity project.
- 4 Budget includes grant revenue (USDA) and expenses for RMS project.
- 5 Actual revenue depends on receiving reimbursements for abatement expenses.
- 6 Budget includes grant revenue (EDA) and expenses for CEDS project.
- 7 Budget includes revenue (State) and expenses for soil and groundwater testing.
- 8 Budget is based on prior years experience; actual revenues will depend on usage.
- 9 Includes revenue sharing agreements with County (sales tax and property-tax in-lieu of VLF) and transfer to CIP for City Hall design.
- 10 Attorney services are used as needed.
- 11 Includes budget for new downtown restroom.
- 12 Includes budget for siding repair.

Beachfront Park CIP
As of July 31, 2019

Project	Bucket	Donations, Grants, Transfers, and Interest Earnings						Total
		FY14-15	FY15-16	FY16-17	FY17-18	FY18-19	FY 19-20	
Interest Earnings - unallocated		-	17	70	27	19	-	134
Amphitheater and Concessions	BFP01	-	-	-	-	-	-	-
Artistic Improvements	BFP02	-	-	-	-	-	-	-
Beach & Beach Access Improvements	BFP03	5,600	-	-	-	-	-	5,600
Bus Stop	BFP04	-	-	-	-	-	-	-
Disc Golf	BFP05	-	-	-	-	-	-	-
Dog Park	BFP06	1,053	4,601	-	18,395	9,083	-	33,132
Game Center	BFP07	-	-	-	-	-	-	-
General	BFP08	-	-	66	-	-	-	66
Howe Park East	BFP09	-	233	-	-	-	-	233
Pedestrian Access Improvements	BFP10	-	-	-	-	-	-	-
Playing Fields	BFP11	-	-	-	-	-	-	-
Street and Parking Improvements	BFP12	-	-	-	-	-	-	-
Trees and Beautification	BFP13	-	-	-	-	-	-	-
Town Square and Plaza	BFP14	-	-	-	-	-	-	-
Point of Honor	BFP15	-	-	-	-	-	-	-
		6,653	4,851	136	18,422	9,102	-	39,165

Project	Bucket	Expenditures						Total
		FY14-15	FY15-16	FY16-17	FY17-18	FY18-19	FY 19-20	
Interest Earnings - unallocated		-	-	-	-	-	-	-
Amphitheater and Concessions	BFP01	-	-	-	-	-	-	-
Artistic Improvements	BFP02	-	-	-	-	-	-	-
Beach & Beach Access Improvements	BFP03	-	-	-	-	4,650	-	4,650
Bus Stop	BFP04	-	-	-	-	-	-	-
Disc Golf	BFP05	-	-	-	-	-	-	-
Dog Park	BFP06	-	-	1,600	31,532	-	-	33,132
Game Center	BFP07	-	-	-	-	-	-	-
General	BFP08	-	-	-	-	-	-	-
Howe Park East	BFP09	-	-	-	-	-	-	-
Pedestrian Access Improvements	BFP10	-	-	-	-	-	-	-
Playing Fields	BFP11	-	-	-	-	-	-	-
Street and Parking Improvements	BFP12	-	-	-	-	-	-	-
Trees and Beautification	BFP13	-	-	-	-	-	-	-
Town Square and Plaza	BFP14	-	-	-	-	-	-	-
Point of Honor	BFP15	-	-	-	-	-	-	-
		-	-	1,600	31,532	4,650	-	37,782

City of Crescent City
FY 2019-20 Housing Fund Operating Report
As of July 31, 2019

% of Year Remaining: **92%**

Description	Notes	Budget	Actual	Remaining before Encumbrances		Encumbrances	Remaining after Encumbrances	
				\$ Remaining	% Remaining		\$ Remaining	% Remaining
Revenue								
Interest	1	140	-	140	100%	-	140	100%
Recovery-Admin Fee 50%	2	10,500	-	10,500	100%	-	10,500	100%
Recovery-HAP 50%	2	10,500	-	10,500	100%	-	10,500	100%
HUD Admin Revenue		456,612	46,261	410,351	90%	-	410,351	90%
HUD Housing Assistance		3,237,500	275,771	2,961,729	91%	-	2,961,729	91%
Other PHA Housing Assistance		-	-	-	-	-	-	-
HAP Owner Reimbursement	3	-	-	-	-	-	-	-
Port In - HAP	3	4,548	-	4,548	100%	-	4,548	100%
Port In - Admin	3	574	-	574	100%	-	574	100%
Other Revenue		-	-	-	-	-	-	-
Revenue Total		3,720,374	322,032	3,398,342	91%	-	3,398,342	91%
Expense								
Housing Assistance Payments		3,237,500	276,408	2,961,092	91%	-	2,961,092	91%
Port In - HAP		-	-	-	-	-	-	-
Personnel								
Housing		374,959	18,731	356,228	95%	-	356,228	95%
City Manager		4,074	178	3,896	96%	-	3,896	96%
Finance		16,917	820	16,097	95%	-	16,097	95%
City Attorney	4	500	-	500	100%	-	500	100%
Utilities and telephone		8,254	910	7,344	89%	-	7,344	89%
Materials and supplies		28,571	155	28,416	99%	13,218	15,198	53%
Contracts and services		30,956	4,670	26,286	85%	9,494	16,792	54%
Employee Support		8,650	452	8,198	95%	-	8,198	95%
Interest remitted to HUD	5	-	-	-	-	-	-	-
ISF Allocations		18,703	-	18,703	100%	-	18,703	100%
Expense Total		3,729,084	302,325	3,426,759	92%	22,712	3,404,048	91%
NET OPERATING RESULTS								
		(8,710)	19,707					

NOTES:

- 1 The majority of interest (LAIF) is received quarterly.
- 2 Fraud recovery is recorded after payments are received.
- 3 These revenues are reimbursements.
- 4 Attorney services are used as needed.
- 5 HUD requires that interest earned on funds held by the Housing Authority is to be remitted to HUD if significant.

City of Crescent City
FY 2019-20 RV Park Fund Operating Report
As of July 31, 2019

% of Year Remaining: 92%

Description	Notes	Budget	Actual	Remaining before Encumbrances		Encumbrances	Remaining after Encumbrances		
				\$ Remaining	% Remaining		\$ Remaining	% Remaining	
Revenue									
Interest	1	1,000	-	1,000	100%	-	1,000	100%	
Misc sales		5,000	1,777	3,223	64%	-	3,223	64%	
Rental revenue non-TOT	2	90,000	8,652	81,348	90%	-	81,348	90%	
Rental revenue - subject to TOT	2	275,000	58,188	216,812	79%	-	216,812	79%	
Other revenue		-	-	-	-	-	-	-	
Revenue Total		371,000	68,617	302,383	82%	-	302,383	82%	
Expense									
Personnel									
RV Park		88,689	2,104	86,585	98%	-	86,585	98%	
City Manager		10,184	444	9,740	96%	-	9,740	96%	
Finance		18,017	667	17,350	96%	-	17,350	96%	
Utilities and telephone		101,115	1,412	99,703	99%	-	99,703	99%	
Materials and supplies		45,694	295	45,399	99%	8,248	37,151	81%	
Contracts and services		39,095	424	38,671	99%	10,250	28,421	73%	
Other operating uses		1,000	-	1,000	100%	-	1,000	100%	
ISF Allocations		50,945	-	50,945	100%	-	50,945	100%	
Expense Total		354,739	5,346	349,393	98%	18,498	330,895	93%	
Debt Service		-	-	-	-	-	-	-	
CIP		-	-	-	-	-	-	-	
Total Expenditures		354,739	5,346						
NET OPERATING RESULTS		16,261	63,271						

Non-TOT = visitors staying longer than 30 days
Subject to TOT = visitors staying less than 30 days

NOTES:

- 1 LAIF interest is received quarterly.
- 2 Revenues are highly seasonal.

City of Crescent City
FY 2019-20 Sewer Fund Operating Report
As of July 31, 2019

% of Year Remaining: **92%**

Description	Notes	Budget	Actual	Remaining before Encumbrances		Encumbrances	Remaining after Encumbrances		
				\$ Remaining	% Remaining		\$ Remaining	% Remaining	
Revenue									
Interest	1	89,136	141	88,995	100%	-	88,995	100%	
Other Income	2	15,431	3,271	12,160	79%	-	12,160	79%	
Charges for services		4,539,306	361,063	4,178,243	92%	-	4,178,243	92%	
Sewer connections	3	58,092	-	58,092	100%	-	58,092	100%	
Sewer lab	4	114,000	808	113,192	99%	-	113,192	99%	
County collection systems	5	148,976	-	148,976	100%	-	148,976	100%	
Grant revenue		-	-	-	-	-	-	-	
Revenue Total		4,964,941	365,283	4,599,658	93%	-	4,599,658	93%	
Expense									
City Manager		81,901	2,688	79,213	97%	-	79,213	97%	
Finance		335,902	10,439	325,463	97%	2,811	322,652	96%	
City Attorney	6	27,288	-	27,288	100%	-	27,288	100%	
Sewer lab		408,301	11,973	396,328	97%	46,623	349,705	86%	
WWTP operations		1,387,035	23,322	1,363,713	98%	18,414	1,345,299	97%	
City collection systems		334,430	8,441	325,989	97%	6,415	319,574	96%	
County collection systems		148,976	707	148,269	100%	-	148,269	100%	
WWTP maintenance		780,564	15,063	765,501	98%	-	765,501	98%	
Operating Expense Total		3,504,397	72,633	3,431,764	98%	74,263	3,357,501	96%	
Debt service	7	1,500,000	1,500,000						
Transfers to CIP fund		1,000,000	-						
Total		6,004,397	1,572,633						
Net		(1,039,456)	(1,207,350)						

NOTES:

- 1 The majority of interest (LAIF) is received quarterly.
- 2 NSF and late fees for all utility accounts are recorded here and then allocated between water and sewer at the end of the year.
- 3 Connections are budgeted based on prior experience; actual results depend on the number of connections requested.
- 4 Internal lab services are billed quarterly; external customers are billed the month following service.
- 5 Amounts depend on actual expenditures, billed quarterly.
- 6 Attorney services are used as needed.
- 7 Annual debt service payment is made in July.

City of Crescent City
FY 2019-20 Water Fund Operating Report
As of July 31, 2019

% of Year Remaining: **92%**

Description	Notes	Budget	Actual	Remaining before Encumbrances		Encumbrances	Remaining after Encumbrances		
				\$ Remaining	% Remaining		\$ Remaining	% Remaining	
Revenue									
Interest	1	44,918	180	44,738	100%	-	44,738	100%	
Rental revenue	2	19,869	1,774	18,095	91%	-	18,095	91%	
Other revenue	3	15,080	-	15,080	100%	-	15,080	100%	
Charges for services		2,844,113	245,338	2,598,775	91%	-	2,598,775	91%	
Water connections	4	52,400	11,946	40,454	77%	-	40,454	77%	
Water CSD admin revenue		3,300	-	3,300	100%	-	3,300	100%	
Grant revenue		-	-	-	-	-	-	-	
Revenue Total		2,979,680	259,238	2,720,442	91%	-	2,720,442	91%	
Expense									
City Manager		99,853	2,954	96,899	97%	-	96,899	97%	
Finance		350,570	16,777	333,793	95%	2,563	331,230	94%	
City Attorney	5	22,288	-	22,288	100%	-	22,288	100%	
Water operations		1,571,664	34,322	1,537,342	98%	57,369	1,479,973	94%	
Water CSD		39,685	1,796	37,889	95%	-	37,889	95%	
Expense Total		2,084,060	55,850	2,028,210	97%	59,932	1,968,278	94%	
Debt service	6	350,000	-	-	-	-	-	-	
Transfers to CIP fund		275,000	-	-	-	-	-	-	
Total Expenditures		2,709,060	55,850						
Net Operating Results		270,620	203,388						

NOTES:

- 1 The majority of interest (LAIF) is received quarterly.
- 2 Cell tower rent.
- 3 NSF and late fees are allocated at the end of the year.
Includes both the connection fee and charges for equipment/materials related to the connection. Water connection revenues are dependent upon new connections requested; budgets are estimated based on prior year activity and actual results will vary.
- 4 Attorney services are used as needed.
- 6 This is a placeholder to reserve cash to make the required debt service payments in December and June.

CITY COUNCIL AGENDA REPORT



TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

**BY: JON OLSON, PUBLIC WORKS DIRECTOR
NACOLE SUTTERFIELD, ENGINEERING PROJECT MANAGER**

DATE: AUGUST 19, 2019

SUBJECT: PROJECT CARRYOVER

RECOMMENDATION

- Hear staff report
- Take public comment
- Adopt Resolution 2019-32 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY, CALIFORNIA AMENDING THE FISCAL YEAR 2019-20 BUDGET OF THE CITY OF CRESCENT CITY

BACKGROUND

There are a few uncompleted projects from Fiscal Year 2018-19 which will be completed in Fiscal Year 2019-20. Two projects which require carryover funding are the Phase II of the Wayfinding Program and Cultural Center siding.

ITEM ANALYSIS

Cultural Center Siding:

It was originally anticipated the Cultural Center would be resided last fiscal year. Materials for this project were not able to be delivered until after the June 30th deadline. City crews are working diligently to stain and cut down the raw redwood siding in order to repair the siding on the Cultural Center. Once City crews are finished preparing the boards a contractor will install the siding. If approved by Council this project will commence August 19, 2019 and will be completed by the end of September.

Phase II Wayfinding:

In July 2018 Council approved the Phase II Wayfinding Encroachment Package to be submitted to Caltrans. Phase II of the Wayfinding Program includes the design and

implementation of Wayfinding signs along the Hwy 101 corridor through Crescent City to help guide travelers into our community. The Hwy 101 corridor is a State Hwy and is maintained by Caltrans. Caltrans follows the California Manual of Uniform Traffic Control Devices (CAMUTCD). Since then the encroachment package was submitted and approved. The encroachment permit had several modifications to the package submitted. Staff adapted the package to meet the requirements stated in the encroachment permit. Sign manufacturing was delayed because Caltrans desired different background colors for the Phase II signs, which would not match the already installed Phase I signs. In order to maximize consistency between all phases of the wayfinding program, staff worked with Caltrans to determine if the burnt orange color preferred by the City was acceptable for the highway wayfinding signs which delayed manufacture of the signs. City staff was informed the color looked too orangish for what is acceptable under the CAMUTCD. The CAMUTCD states the standard colors of red, orange, yellow, purple or the fluorescent versions thereof, fluorescent yellow-green, and fluorescent pink shall not be used as background colors for community wayfinding guide signs in order to minimize possible confusion with critical, higher -priority regulatory and warning sign color meanings readily understood by road users. Staff was also informed a sample could be sent to Caltrans testing lab to see if the color was allowable. Staff sent in a sample to Caltrans and the color was determined to be allowable. The signs are estimated to be delivered at the end of September and City crews will start installation in October. .

FISCAL ANALYSIS

The FY 2019-20 budget amendment is for a total expenditure of \$73,140. This expenditure will cover the costs of purchasing the signs, concrete for the footings, and Cultural Center siding materials. The budget to repair the siding at the Cultural Center for Fiscal Year 2018-19 was insufficient. The current Fiscal Year 2019-20 budget already includes the contract cost for installation of the Cultural Center siding, but an additional \$25,350 is needed to cover the costs of materials that were budgeted in FY 2018-19 but not delivered until this fiscal year. See table below for the budget breakdown:

Cultural Center Siding Repair

Project Phase	FY 18/19 Budget	FY 18/19 Funds Spent	FY 19/20 Budget	Proposed Adjustment FY 20	Total Cost
Materials & Supplies	\$30,000.00	\$ -	\$ -	\$ 25,350.00	
Siding Repair	\$30,000.00	\$ -	\$ 40,000.00	\$ -	
Total Combined Budget	\$60,000.00	\$ -	\$ 40,000.00	\$ 25,350.00	\$ 65,350.00

The projected General Fund balance presented at the FY 2019-20 budget workshop assumed that the siding (\$30,000) would be purchased in FY 2018-19. Since the product was not delivered by June 30, 2018, that expense will not be charged to FY 2018-19 and the General Fund balance will be increased by that amount. The proposed budget

adjustment for FY 2019-20 will reduce the budgeted General Fund balance by \$25,350. The net effect is to increase the projected FY 2019-20 General Fund balance by \$4,650.

Fiscal Year 2018-19 included \$67,000 total for Phase II and Phase III of the Wayfinding sign program. The table below shows the budget breakdown between the two phases:

Wayfinding Signs Budget

Project Phase	FY 18/19 Budget	FY 18/19 Funds Spent	Proposed Adjustment FY 20	Proposed Adjustment FY 20	Total Cost of Phase II
Total Budget Phase 2	\$37,000.00	\$ 5,553.16	\$ 47,790.00	\$ -	
Total Budget Phase 3	\$30,000.00	\$ -	\$ -	\$ -	
Total Combined Budget	\$67,000.00	\$ 5,553.16	\$ 47,790.00	\$ -	\$ 53,343.16

Of the \$37,000 budgeted last year for Phase II only \$5,553 was spent due to the delays. No monies were spent on Phase III in Fiscal Year 2018-19. Wayfinding sign costs proved to be more expensive than anticipated. Costs that were not originally budgeted for are: bracing of the signs, special sheeting types required by Caltrans, increased footing size, and the actual cost to produce the signs. Of the combined \$67,000 Phase II and Phase III budget, staff is requesting \$47,790 be rolled over into Fiscal Year 2019-20. Phase III signs are no longer included in the project at this time and \$13,660 of the original \$67,000 will go unspent.

The projected General Fund balance presented at the budget workshop assumed that Phase II (\$37,000) would be spent in Fiscal Year 2018-19. Since the signs were not able to be finished in time, only \$5,553 will be charged to FY 2018-19 which will result in an increase to the General Fund balance of \$31,447. The proposed budget adjustment will then reduce the fund balance in the current fiscal year by \$47,790. The net effect is to decrease the projected FY 2019-20 General Fund balance by (16,343).

The net effect of both project adjustments on the projected FY 2019-20 General Fund balance is a decrease of (11,693). The table below shows the original FY 2019-20 budgeted General Fund balance, based on the assumptions made at the budget workshop:

FY 19-20 Budgeted expenditures	6,515,897
25% Reserve	1,628,974
Budgeted ending fund balance FY 19-20	1,850,188
Budgeted fund balance above 25% reserve	221,214

The following table details the impacts of this proposed budget amendment, as well as the prior budget amendments already approved by Council:

Resolution 2019-27 (Fire Dept Master Plan)	
Increase FY 18-19 projected fund balance	2,906
FY 19-20 General Fund revenue	2,906
FY 19-20 General Fund expenditure	(5,812)
Resolution 2019-34 (WWTP Contract Operations)	
FY 19-20 General Fund revenue	6,874
FY 19-20 General Fund expenditure	(26,890)
Resolution 2019-32 (Cultural Center, Wayfinding Phase II)	
Increase FY 18-19 projected fund balance (Cultural Center)	30,000
FY 19-20 General Fund expenditure (Cultural Center)	(25,350)
Increase FY 18-19 projected fund balance (Wayfinding)	31,447
FY 19-20 General Fund expenditure	(47,790)
Proposed ending fund balance FY 19-20	1,818,479
Updated FY 19-20 budgeted expenditures	6,621,739
25% Reserve	1,655,435
Proposed fund balance above 25% reserve	163,044

STRATEGIC PLAN ASSESSMENT

This action supports Strategic Plan goal 1 provide and maintain an efficient, adequate infrastructure to provide for both current and future community needs.

ATTACHMENTS

1. Adopt Resolution 2019-32 A Resolution of the City Council of the City of Crescent City, California Amending the Fiscal Year 2019-20 Budget of the City of Crescent City

Staff review:



CM

RESOLUTION NO. 2019-32

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY
AMENDING THE FISCAL YEAR 2019-20 BUDGET OF THE CITY OF CRESCENT CITY**

WHEREAS, the budget for the fiscal year beginning July 1, 2019, as submitted by the City Manager, was reviewed by the City Council and a public hearing was held thereon the 17th day of June 2019; and

WHEREAS, the City Council adopted said budget; and

WHEREAS, the City Council has the authority to amend said budget from time to time; and

WHEREAS, the City did not receive all goods and services from last fiscal year before June 30, 2019; and

WHEREAS, the City's Cultural Center is in need of repair for the safety of the asset and community; and

WHEREAS, the City's Phase II of the City's Wayfinding Sign Program had unforeseen delays preventing the signs from being ordered and installed before the end of the fiscal year June 30, 2019; and

WHEREAS, fulfillment of these priorities requires an amendment to the City's Fiscal Year 2019-20 operating budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AS FOLLOWS:

1. That the Fiscal Year 2019-20 City of Crescent City Annual Budget is hereby amended and appropriated in the amounts identified below:

Fund	Revenue Increase	Expenditure Increase
General Fund	\$0	\$73,140

PASSED AND ADOPTED and made effective the same day by the City Council of the City of Crescent City on this 19th day of August, 2019, by the following polled vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Blake Inscore, Mayor

ATTEST:

Robin Patch, City Clerk



CITY COUNCIL AGENDA REPORT

TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

**BY: JON OLSON, PUBLIC WORKS DIRECTOR
NACOLE SUTTERFIELD, ENGINEERING PROJECT MANAGER**

DATE: AUGUST 19, 2019

SUBJECT: POOL SLIDE STAIRCASE REPAIRS

RECOMMENDATION

- Hear staff report
- Take public comment
- Adopt Resolution No. 2019-36, A Resolution of the City Council of the City of Crescent City Amending the Fiscal Year 2019-2020 Budget of the City of Crescent City

BACKGROUND

During the March pool closure, staff discovered the deck pans for the pool slide stair platforms were severely corroded and unsafe. Staff was unable to repair the deck pans before the reopening of the pool in April 2019. The slide has therefore remained closed after pool operations reopened.

ITEM ANALYSIS

When the FY20 budget was being developed, staff anticipated this repair would be complete before June 30, 2019, however, due to contractor scheduling the work was delayed until this fiscal year. On a Sunday when the pool was closed to the public, the concrete and deck pan were removed for safety and so the repairs could be made. The structural members are set to have surface preparation complete and a new coat of paint the week of August 26, 2019. City staff will then rebuild the decks so the slide can reopen when the pool reopens on September 9th. Staff strategically scheduled this work to be completed during the annual closure to minimize the cost of the repair work as well as the inconvenience to public.

FISCAL ANALYSIS

7

Staff is requesting a total budget amendment of \$14,000 to complete the staircase repair. This expenditure will cover the costs for removing the concrete and deck pans, prepping and painting the structural steel, and rebuilding the 2 platforms.

Of the \$145,741 budgeted last fiscal year, \$131,191 was spent leaving \$14,550 of the pool maintenance budget unspent. These funds were not included in the projected June 30th 2019 General Fund balance as staff was anticipating this project would be completed by that date. Staff is now proposing \$14,000 be rolled over to FY 19-20 to complete repair of the pool staircase.

STRATEGIC PLAN ASSESSMENT

This action supports Goal 1, provide and maintain an efficient, adequate infrastructure to provide for both current and future community needs.

ATTACHMENTS

1. Adopt Resolution No. 2019-36, A Resolution of the City Council of the City of Crescent City Amending the Fiscal Year 2019-2020 Budget of the City of Crescent City

Staff review:


CM

RESOLUTION NO. 2019-36

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY
AMENDING THE FISCAL YEAR 2019-20 BUDGET OF THE CITY OF CRESCENT CITY**

WHEREAS, the budget for the fiscal year beginning July 1, 2019, as submitted by the City Manager, was reviewed by the City Council and a public hearing was held thereon the 17th day of June 2019; and

WHEREAS, the City Council adopted said budget; and

WHEREAS, the City Council has the authority to amend said budget from time to time; and

WHEREAS, the City's Municipal Pool slide staircase had a failure; and

WHEREAS, the City's Municipal Pool is in need of repair for the safety of the asset and community; and

WHEREAS, fulfillment of these priorities requires an amendment to the City's Fiscal Year 2019-20 operating budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF CRESCENT CITY, CALIFORNIA AS FOLLOWS:**

1. That the Fiscal Year 2019-20 City of Crescent City Annual Budget is hereby amended and appropriated in the amounts identified below:

Fund	Revenue Increase	Expenditure Increase
General Fund	\$0	\$14,000

PASSED AND ADOPTED and made effective the same day by the City Council of the City of Crescent City on this 19th day of August, 2019, by the following polled vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Blake Inscore, Mayor

ATTEST:

Robin Patch, City Clerk



CITY COUNCIL AGENDA REPORT

TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

BY: HOLLY WENDT, DIRECTOR OF RECREATION

DATE: AUGUST 19, 2019

SUBJECT: REQUEST FROM HUMBOLDT STATE UNIVERSITY AND THE NORTH COAST OTTERS PUBLIC ARTS INITIATIVE TO DISPLAY AN OTTER SCULPTURE OUTSIDE OF FRED ENDERT POOL

RECOMMENDATION

- Hear staff report
- Take public comment
- Consider authorizing the North Coast Otter Public Arts Initiative sponsored by Humboldt State University Department of Wildlife to display a 3 foot tall otter sculpture outside of Fred Endert Municipal Pool with the exact location and method of attachment to be determined by Public Works Director. The sculpture will be on loan to the city for the duration of the 2020 Summer Educational Art Trail.

BACKGROUND

The City has received a request from California Redwoods Arts Association, who is facilitating the Del Norte portion of the "North Coast Otter Public Arts Initiative", to partner with Del Norte Unified School District on sponsoring one otter mural and display it within public view on City property. Del Norte Unified School District has committed to providing half the necessary funding for 13 otters. The proposed project arose from Humboldt State University (HSU), Dept. of Wildlife's desire to share what they have learned about wild river otters with the community and visitors to this region. Since 1999, HSU students have been collecting otter records from citizen volunteers as a means of tracking the quality of North Coast habitats. This project was inspired by the Moor Otters, a successful project in Dartmoor National Park, England. The purpose of the project is to heighten awareness of our region's clean water habitats and the charismatic river otter as thousands of community members and visitors discover all 100 of these sculptures in a grand artistic treasure hunt throughout Humboldt, Del Norte and neighboring communities. HSU will be distributing Otter Spotter Guidebooks (maps) throughout the region during the Summer. At the

end of the summer, Otter Art sculptures will be auctioned to provide valuable funds for otter studies and student internships with community-based watershed projects.

The otter mural suggested for co-sponsorship with the City is one that will be created with the assistance Sunset High School students showcasing the tile mosaic work of Harley Munger.

The exact location and method of attachment will be determined by Public Works Director. The sculpture will be on loan to the city for the duration of the 2020 Summer Educational Art Trail.

Fred Endert Pool is an excellent location for this art display and will provide the City an opportunity to host an event at the pool for the launch of the North Coast Otters Public Art Project. This event will include a brief history of the project, introducing Mr. Munger, Sunset High School artists who will be assisting Mr. Munger, California Redwood Arts Association, as well as other key community partners who are working to bring the Otter Project to Del Norte County and will conclude with a tour of the pool. Additional marketing will occur to increase community awareness of the project and event at Fred Endert Pool.

ANALYSIS

Crescent City General Plan Policy 1.J.14, requires mural designs to be consistent with one or more of the City's three central themes, Redwood National Park, Seacoast Village and Crescent City's Historical Past.

The design for this otter fits the Seacoast Village theme as Mr. Munger's plan for the otter has it holding a salmon and wearing a fisherman's outfit that will be created through mosaic tile work. Mr. Munger's tasteful and charming work is exquisitely displayed throughout the City, both on the pool and throughout the downtown area, lending this sculpture to be an ideal otter for the City to partner on. Mr. Munger's time is compensated by a stipend paid to him from HSU. Mr. Munger and the Sunset School Students will complete the otter by early December and taken to HSU to develop Guidebook and webpages. Otters will be returned to Crescent City around the end of May for the launch and will remain in location until the end of tourist season.

FISCAL ANALYSIS

If approved the cost to the City will include staff time to display the otter and \$350 to enter the program. The current FY20 Pool Department budget has adequate available marketing funding to support this project.

ATTACHMENTS

1. North Coast Otters Public Arts Initiative information
2. Ceramic design by Harley Munger
3. Del Norte Sponsors and School Partners for Otter Project


CM

GOALS & BENEFITS

North Coast Otters provides a delightful opportunity for our community to learn about and appreciate the significance of this charismatic animal in our region's clean water habitats. Artists will share their vision of our connection with nature through art and science. Partners, sponsors, and hosts of the Otter Art will benefit from an enhanced association with community members and visitors. Proceeds will enable student opportunities and community-based watershed projects that lead to a better connection with our natural world.

PLEASE BE IN TOUCH TO DISCUSS
THE SPONSORSHIP OPTIONS.

CONTACT

North Coast Otters
Jeff Black, Project Director
HSU Department of Wildlife
1 Harpst Street, Arcata, California 95521

EMAIL

OtterArt@humboldt.edu

PHONE

707.826.3439

"PROMOTING CLEAN WATER AND HEALTHY
HABITATS WHERE WE LIVE AND PLAY!"

NORTH COAST
OTTERS
PUBLIC ARTS INITIATIVE



HUMBOLDT STATE UNIVERSITY

Department of Wildlife

NORTH COAST OTTERS

PUBLIC ARTS INITIATIVE

MERGING
CITIZEN ART
& SCIENCE





A CELEBRATION OF RIVER OTTERS!

North Coast Otters is an ambitious collaboration of art and science, encouraging

imagination and observation from our region's rich creative community. This public arts initiative provides an accessible opportunity to explore our connection with nature through engagement with this charismatic critter.

The project will commission 100 unique pieces of Otter Art to be displayed at shops, galleries, schools, and other North Coast locations. Participating artists will decorate three-foot-tall otter sculptures for a summer 2020 educational art trail throughout the North Coast and adjacent gateway towns. A Junior Otter Ranger program will be crafted to inspire the young and young at heart. The Otter Art will then be auctioned to raise funds to support our region's grassroots watershed projects, and HSU student internship opportunities.

The initiative arose from a desire to share what we are learning about wild river otters with the community. Since 1999, HSU students have been collecting otter records from citizen volunteers as a means of tracking the quality of North Coast habitats. River otters, seen at all times of day in our area, have captured the attention of thousands.

We invite you to join other businesses, agencies, and supporters in and around the North Coast, and enjoy the benefits of association with this wonderful merger of art and science!



EXAMPLES OF OTTER ART

North Coast Otters was inspired by a similar successful public arts initiative held in Dartmoor National Park in England (MoorOtters.co.uk).

At this time, we are seeking Del Norte Patrons and other sponsors to support this exciting initiative. Funds are needed to purchase the undecorated otter sculptures, supply artists with a stipend to purchase materials, develop the website and other outreach publications, and publicize the project.

Future steps will include a public call for artists' design concepts and a search for host locations for the completed sculptures. Each of these efforts will enhance the visibility of the project and its supporters.

SPONSORSHIP OPTIONS FOR YOUR CONSIDERATION:

Del Norte Patron-\$5000

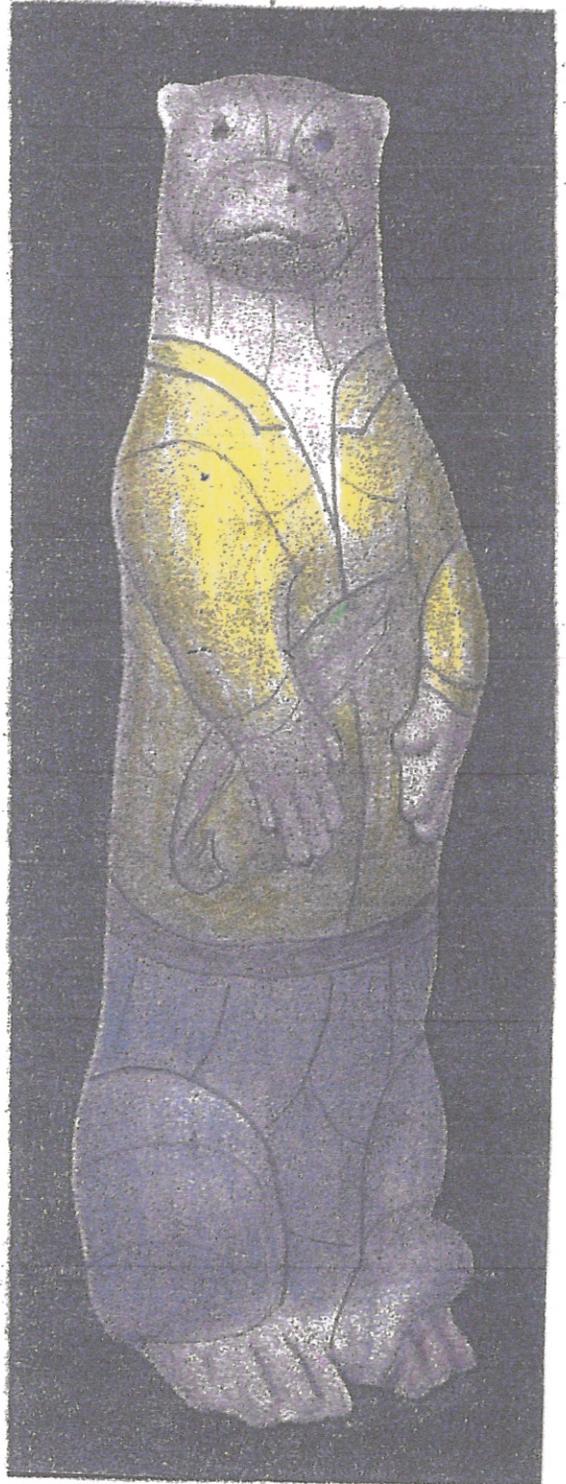
Non-competing entities who commit to a funding level that helps us get the project underway will benefit from close association and media exposure.

- » **BEVY OF OTTERS - \$3,500**
Close association with five North Coast Otters and artists
- » **OTTER FAMILY - \$2,100**
Close association with three North Coast Otters and artists
- » **A LONE OTTER - \$750**
Close association with one North Coast Otter and artist
- » **HOST AN OTTER - \$500**
Businesses and other public entities in Del Norte Co., and surrounding gateway towns that provide an accessible and safe location for an Otter Art figure will benefit from increased foot traffic from the project's Otter Spotters.
- » **NORTH COAST OTTERS PARTNERS**
Enjoy this unique opportunity to benefit from providing 'in kind' contributions
- » **OTTER TRACKS**
All smaller contributions gratefully acknowledged!

We are a non-profit organization (501-c-3).

CERAMIC TILE
GROUT LINES

OTTER HOLDING
A SALMON



SPONSORS AND SCHOOL PARTNERS

OTTER PROJECT

1. Redwood Medical, Dr. Kevin Caldwell confirmed- Bess Maxwell Elementary
2. Sunset High School - *city of crescent city.*
3. Del Norte High School
4. Rumiano Cheese confirmed- Joe Hamilton Elementary
5. Moore Heating & Air confirmed- Mary Peacock Elementary
6. Tolowa Nation confirmed- Smith River Elementary
7. Del Norte County Library confirmed- Mountain School
8. Yurok Tribal Council- confirmed Margaret Keating Elementary
9. Elk Valley Rancheria- confirmed Crescent Elk Middle School
10. Community High School
11. Red Sky Roofing under consideration- Redwood Elementary
12. Del Norte Library Smith River Branch- Pine Grove Elementary
13. Castle Rock Charter School
14. 2nd Street Gallery- Sea Quake Brewery



CITY COUNCIL AGENDA REPORT

TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

**BY: JON OLSON, PUBLIC WORKS DIRECTOR
NACOLE SUTTERFIELD, ENGINEERING PROJECT MANAGER**

DATE: AUGUST 19, 2019

SUBJECT: PEBBLE BEACH DRIVE BANK STABILIZATION PROJECT

RECOMMENDATION

- Hear staff report
- Take public comment
- Reject all Proposals for the Pebble Beach Drive Bank Stabilization Project
- Authorize staff to re-advertise Request for Qualifications

BACKGROUND

The December 2016 storms caused significant erosion along Pebble Beach Drive from Preston Island to Sixth Street. Initial efforts to secure Federal funding through the emergency relief program for bank stabilization were taken. These efforts included filling out and receiving approval of a Damage Assessment Form (DAF) and contracting SHN to provide a geotechnical report of the affected area. Staff met with the California Coastal Commission, spoke with geotechnical design and construction firms and revised the project cost estimate to more accurately reflect the rise in construction costs. Revised project costs are estimated at 3.8 million dollars. Staff received approval for the updated project cost estimate and received the authorization to proceed with Preliminary Engineering (PE) work from Caltrans (Implementing Agency).

ITEM ANALYSIS

This project is broken down into 2 phases, PE and Construction (CON). During the PE phase, environmental review, permitting and Plans, Specifications, and Estimate (PS&E) are completed. The PE phase of this project is funded fully through Federal Highways Administration FHWA, CalOES, and the Del Norte Local Transportation Commission (DNLTC). The CON phase will implement the design of the project. Currently the CON phase of this project does not have full funding secured. The City will not be able to request CON funds until PE clearance is received from FHWA and Caltrans. The table below shows a breakdown of the cost for each phase and each funding source:

Phase	Total Cost	FHWA	CalOES	Local
PE Costs	\$ 458,000.00	\$ 405,467.40	\$ 39,399.45	\$ 13,133.15
CON Costs	\$ 3,382,950.00	\$ 2,994,925.64	\$ 291,018.27	\$ 97,006.09
	\$ 3,840,950.00	\$ 3,400,393.04	\$ 330,417.72	\$ 110,139.24

On January 22, 2019 Council directed staff to advertise Requests for Qualifications (RFQ) to complete the Preliminary Engineering, Environmental, Permitting and Design work for this project. On May 29, 2019 Staff released an RFQ and on July 5, 2019 one proposal was received. As part of the funding requirements, staff has referred to the local assistance procedures manual (LAPM) for this situation. The LAPM was prepared to aid California local agencies scope, organize, design construct and maintain their public transportation facilities when they seek Federal Highway Administration (FHWA) funded federal-aid or state funding. The LAPM describes the processes, procedures, documents, authorizations, approvals and certifications, which are required in order to receive federal-aid and/ or state funds for many types of local transportation projects. The LAPM states “If only one proposal is received, a Non-Competitive process must be justified and a Public Interest Finding (PIF) must be documented and signed by the District Local Assistance Engineer (DLAE). In either case, the re-advertisement of the RFP should be considered as an option.” The LAPM further states: “Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under sealed bids or competitive proposals (23 CFR 172.7(a)(3)).” Staff recommends rejecting the one proposal and re-advertising the RFQ in order to receive the most competitive proposal.

Staff is anticipating PE work to take about 6 months on a best-case scenario. Staff met with California Coastal Commission (CCC) staff and an extensive list of special studies will be required before an issuance of a Coastal Development Permit (CDP). Currently funds are secured for the PE phase of this project but will expire September 30, 2019 unless a time extension is granted. Staff is working to submit a time extension to Caltrans. Staff spoke with Caltrans in June and was informed FHWA has been coming in approximately every 3 months and redistributing funds between all the disasters nationwide. With the influx in disasters staff was told FHWA has changed their expectations of time extensions to be an exception and not the norm. An extension is feasible for this project given the location in the coastal zone and the requirements needed for a Coastal Development Permit but will not be granted if the reason is “we do not have money” or “we do not have enough staff.” It is anticipated that a second time extension would need to be submitted in August 2020 if the first-time extension is approved. If the PE phase is completed the project would be shovel ready in 2020. If an extension is denied the City would need to close the project and pay back any expended funds.

It is staff’s intention to go through the procurement process with a consultant and wait until a decision has been made for the time extension request possibly before expending any funds on the consultant contract, in order to limit City exposure to repayment of funds. If the time extension request is approved, the City would issue a Notice to Proceed to the consultant. If a time extension is not granted the City would cancel the contract and no funds would be expended other than staff time.

FISCAL ANALYSIS

Funds for ER funding are on a first come first serve basis. As of June 2019, \$875,000 funds were available for the December 2016 disaster. If funds are depleted before the project is completed more funds may become available if Congress allocates more to the December 2016 disaster. If funds are depleted, using City funds for Advanced Construction (AC) funds gives the City first priority to funds if they become available. Using AC funds also shows FHWA that more funds are needed for that specific disaster but there is no guarantee funds will become available.

The geotechnical work is not reimbursable through this grant because at the time this contract was procured it was not anticipated there would be federal monies to reimburse these costs and therefore only City procedures were followed to procure the contract, not LAPM procedures making the expense un-reimbursable. The only expenses charged to the project so far are for limited staff time (approximately \$500). If the time extension is not granted, the staff time will not be reimbursed to the City.

ATTACHMENTS

1. RFQ for the Pebble Beach Drive Bank Stabilization Project to Complete Environmental, Permitting and Design

Staff review:


CM



REQUEST FOR QUALIFICATIONS AND PROPOSALS

**THE PEBBLE BEACH DRIVE BANK STABILIZATION PROJECT
CALTRANS PROJECT #: ER-32D0(013)**

**Environmental
Permitting
Design**

Date Re-Released: August 21, 2019

**City of Crescent City
Public Works Department
377 J Street
Crescent City, CA 95531
707-464-9506**

Proposals are due prior to 4:00PM, October 2, 2019

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RE-PROCUREMENT OF SERVICES

The City previously released a Request for qualifications and fee proposals on May 29, 2019, to assist in the completion of environmental clearances and permitting, designing and preparing plans, specifications and cost estimate(s); Consultant will prepare bid documents; and may be asked to assist during the bid process for the Project. The City received one proposal in response to this prior RFQ. Caltrans Local Procedures Manual (LAPM) suggests a re-advertisement of the RFP if only one proposal is received. In order to draw more interest and follow the LAPM the City is re-issuing this RFQ. Changes made to this RFQ are highlighted in yellow.

INTRODUCTION

The City of Crescent City (City) is seeking assistance to design a bank stabilization project along Pebble Beach Drive from Preston Island to 6th Street. Consultants are requested to submit qualifications and fee proposals to assist in the completion of environmental clearances and permitting, designing and preparing plans, specifications and cost estimate(s); Consultant will prepare bid documents; and may be asked to assist during the bid process, for the Pebble Beach Drive Bank Stabilization Project (“the Project”).

The Project is being funded with local, State and federal dollars requiring the Consultant to follow all pertinent local, State, and federal laws and regulations. **The DBE goal for this project is 8%.**

The performance period for the contract will be from the date approved by the City Council to the execution of a construction contract, or June 30, 2021, or termination of any funding, whichever is earliest.

The proposals submitted in response to this RFQ will be used as a basis for selecting the Consultant for this project. The Consultant’s proposal will be evaluated and ranked according to the criteria provided in Appendix B, “Evaluation Criteria,” of this RFQ on page 14.

Addenda to this RFQ, if issued, will be sent to all prospective Consultants who have registered with the City of Crescent City, and will be posted on the City of Crescent City website at:

http://www.crescentcity.org/RFQ_bid.html

It shall be the Consultant’s responsibility to check the City’s website to obtain any addenda that may be issued and acknowledge all addenda in each proposal.

The Consultant’s attention is directed to Appendix A, “Proposal Requirements.”

Submit one **1 hard copy** and one **1 electronic copy** in PDF format on a CD/DVD/Flash drive of the Consultant’s proposal. Incomplete proposals will be rejected. The hard copies and digital copy shall be mailed or submitted to the City prior to 4:00 p.m., **October 2, 2019**. Proposals shall be submitted in a sealed package clearly marked “**Pebble Beach Drive Bank Stabilization Project**.” Attach a separate sealed

fee proposal document labeled “**Pebble Beach Drive Bank Stabilization Project – Confidential Fee Proposal [Firm Name]**” and addressed as follows:

City of Crescent City
Attn: Nacole Sutterfield
Public Works Department
377 J Street
Crescent City, CA 95531

Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified Proposal must be received prior to 4:00 p.m., same time and due date as listed above.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

This RFQ does not commit the City of Crescent City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City of Crescent City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFQ if it is in the best interests of the City of Crescent City to do so. Furthermore, a contract award may not be made based solely on price.

The prospective Consultant is advised that should this RFQ result in recommendation for award of a contract, the contract will not be in force until it is fully executed and approved by the City Council.

All products used or developed in the execution of any contract resulting from this RFQ will remain in the public domain at the completion of the contract.

The anticipated consultant selection schedule is as follows:

Proposal review and evaluation: **October 2, 2019- October 9, 2019**
Oral interviews: **October 16, 2019 – October 23, 2019**
Cost Negotiation with first ranked consultant: **October 23- October 30, 2019**
Contract Award: **November 18, 2019**
Notice to Proceed: **December 1, 2019**

Proposal Deadline: October 2, 2019, no later than 4:00 p.m.

The City is requesting a time extension from FHWA. Time extension request approvals or rejections are expected to be received in November or December 2019. If a time extension is granted the City would

issue a Notice to Proceed to the contracted consultant. If a time extension is not granted to the City the project would be closed out and the contract cancelled.

Any questions related to this RFQ shall be submitted in writing to the attention of Nacole Sutterfield via email at nsutterfield@crestedcity.org. Questions shall be submitted before 4:00 PM on September 20, 2019.

No oral question or inquiry about this RFQ shall be accepted.

PROJECT DESCRIPTION AND BACKGROUND

Pebble Beach Drive is an approximately 3.5-mile shore-side roadway connecting Point St. George to downtown Crescent City. Pebble Beach Drive's beautiful scenic view and connections to many community destinations make it an attraction to residents and tourists as well as a popular lunchtime stroll or exercise route for walkers and bikers. The December 2016 storms caused substantial damage to Pebble Beach Drive. The City is unable to put an end to the bluff erosion that is taking place without bluff stabilization being implemented. The City of Crescent City received Emergency relief (ER) funds to complete this project. The project boundaries include 7th Street to Preston Island along Pebble Beach Drive. The Project goal is to protect Pebble Beach Drive and associated infrastructure by minimizing bluff erosion. The City has identified potential methods for protection: riprap, soil nailing and a combination of both. The City is willing to consider additional methodologies for protection.

The City was fortunate that the damage did not reach active roadway and result in an emergency opening. All work will be classified as Permanent Restoration under the ER funding Program and must follow Caltrans' direction. To date, a damage assessment form has been submitted to Caltrans. City staff participated a site visits with the California Coastal Commission Staff that resulted in a letter documenting their input. Documents reference in this paragraph will be posted on the webpage: http://www.crescentcity.org/RFQ_bid.html

SCOPE OF WORK

General

The City of Crescent City is interested in contracting with a Consultant that will conduct and coordinate specified tasks related to advancing the Pebble Beach Drive Bank Stabilization Project to the Preliminary Engineering and Environmental phase.

The work shall comply with the requirements of all of the following without limitation, and shall apply to this RFQ and any subsequent contract as though incorporated herein by reference:

1. Federal laws
2. State laws
3. Local laws
4. Rules and regulations of governing utility districts
5. Rules and regulations of other authorities with jurisdiction over the procurement of products

The Consultant shall comply with all insurance requirements of the City of Crescent City, included in the sample contract in Attachment 1.

Services to be Provided

The Consultant selected shall provide all services to complete preliminary engineering, environmental and Plans, Specifications and Estimate for the Pebble Beach Drive Bank Stabilization Project.

Specifically, the Consultant selected will be required to complete the following tasks:

- **Project Management** – The City will serve as the contract manager and direct liaison between the Consultant and Caltrans District #1 Division of Local Assistance. The consultant shall be responsible for all other project management activities throughout the life of the contract. The scope of activities includes but is not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, field reviews, tracking action items for the City and consultant sub-contractors, and preparing all submissions for the City to submit to Caltrans Local Assistance. Any modifications proposed to this task are welcome provided they are innovative, advanced, and well thought out methodologies and shall be identified as optional and priced out separately in the sealed fee proposal.
- **Preliminary Engineering Studies** – The Consultant shall develop general project locations and design concepts and related activities needed to establish the parameters for final design such as Geometrics, Hydraulics, Geotechnical, Landscape Architecture, Traffic Operations, etc.
- **Surveys and Mapping** – The Consultant shall be responsible for data collection, mapping and surveying necessary for preliminary engineering, design, cost estimates, right-of-way impacts, and the level of environmental clearance. The scope of comprehensive base mapping and surveying includes but is not limited to Control Surveys, Aerial Photogrammetry, Design Level Topographic Surveys, Right-of-Way Retracement, and a Record of Survey.

- **Geotechnical** – The Consultant shall evaluate rate of bluff erosion, conceptualize a beach erosion response plan for 20 and 50 years in the future, perform a slope stability analysis, calculate anticipated sand/soil loss. A geotechnical report was conducted by SHN and is attached hereto.
- **Environmental Studies and Documentation** – The Consultant shall complete the environmental review; including submitting the Caltrans Preliminary Environmental Study and preparing any required technical studies to complete the NEPA and CEQA documents. Perform additional studies that may be required to obtain a Coastal Development and other permits.
- **Utility Coordination** – The Consultant shall submit improvement plans to utility companies in accordance with their requirements and coordinate utility relocations, including relocation of the utility poles, as needed.
- **Right of Way Phase & Determination** – The Consultant shall prepare a Request for Authorization to advance project to Right of Way Phase using procedures outlined in the Caltrans Local Assistance Procedures Manual if right-of-way is needed. When authorized, Consultant shall review right-of-way records and establish additional right-of-way along the entire alignment, if necessary.
- **Design** – The Consultant shall design the improvements and prepare the plans, specifications, and estimates in accordance with Caltrans Standards and AASHTO Geometric Design guidelines to achieve project objectives. Consultant shall examine and present project alternatives, as necessary, which complete project goals within construction budget. PS&E shall be submitted to the City at 50%, 90%, and final contract documents. Submittals shall include hard copies, and digital files.
- **Coordination with Adjacent Properties**- The Consultant shall coordinate with adjacent property owners to establish driveway locations and other modifications required in front of their property such as fence relocations, mailbox relocation, or trail removal.
- **Construction Phase Authorization**- The Consultant shall prepare Request for Authorization to advance project to Construction using procedures outlined in the Caltrans Local Assistance Procedures Manual.
- **Bid Process** – The Consultant shall provide an electronic copy of the final approved plans and specifications, a mylar copy of the final approved plans, and a hard copy of the final approved specifications. The electronic copy of plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF format. The City will be responsible for making copies of contract documents and will distribute them to plan rooms and contractors. Consultant shall respond to questions that arise during the bid phase and prepare addendums which will be distributed by the City as necessary.
- **Contract Term** – Contract amendments are required to modify the terms of the original contract for changes such as extra time, added work, or increased costs and must be done prior to expiration of the original contract. Only work within the original advertised scope of services shall be added by amendment to the contract.

- **Permitting** – Consultant will prepare and submit to City duplicate hard copies and an electronic copy of all permit applications and supporting documents required to advance the project from initiation through construction. Consultant will provide the City with documentation to support payment of permit fees by the City Finance Department. City will submit permit applications. If permitting agencies request supporting documents beyond the initial contract scope, a contract amendment will be necessary for the additional work.
- **Method of Payment** –Actual Cost Plus Fixed Fee. The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit.

Minimum Qualifications of Personnel – The Consultant shall meet the appropriate minimum qualifications as required by this RFQ per Appendix A.

Equipment Requirements - The Consultant shall have and provide adequate office equipment and supplies to complete the work required by this Contract. Consultant shall have and provide adequate field tools, instruments, equipment, materials, supplies, and safety equipment to complete the required field work and that meet or exceed Caltrans Specifications per the Caltrans Manuals and other state and federal requirements.

Quality Control/Assurance Measures – Implementing and maintaining quality control procedures to manage conflicts, insure product accuracy, and identify critical reviews and milestones. Also provide, knowledge, experience and familiarity Quality Control and Quality Assurance (QC/QA) for California Test Methods and Laboratory.

Materials to be provided by the Agency - Unless otherwise specified in the contract, the Consultant shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimate outlined in each Task Order. Materials (if deemed applicable, necessary, and when available from the City) that may be furnished or made available by the City and where listed in the individual Task Orders and the contract, are for the Consultant's use only, must be returned at the end of the contract term.

The City is providing the following documents on the website (http://www.crescentcity.org/RFQ_bid.html)

1. Damage Assessment Form (DAF) with DAF executed by FHWA on October 18, 2018
2. Signed Preliminary Environmental Study (PES) form and cover letter dated April 17, 2019
3. Letter to California Coastal Commission from County of Del Norte, regarding Site Visit with Coastal Technical Staff, dated June 21, 2018.
4. Beach Erosion and Emergency Response Guidance Document, dated December 1999.
5. Geotechnical Report dated December 2017

Any additional documents that are requested or made available will be posted to the website.

Conflict of Interest Requirements - Throughout the term of the awarded contract, any person, firm or subsidiary thereof who may provide, has provided or is currently providing Design Engineering Services and/or Construction Engineering Services under a contractual relationship with a construction contractor(s) on any local project listed in this Scope of Work must disclose the contractual relationship, the dates and the nature of the services. The prime consultant and its subconsultants shall also disclose

any financial or business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local project listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the agency’s projects’ listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

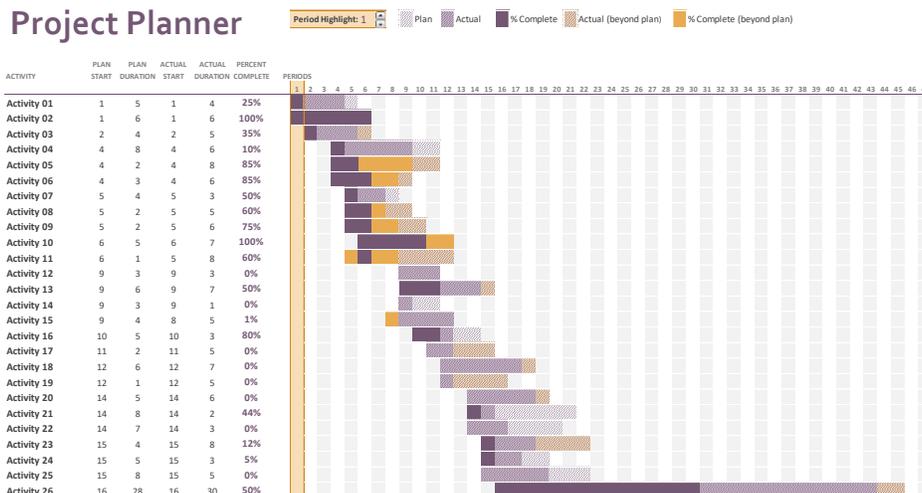
If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the Contract Manager regarding the conflicts of interest. The Contract Manager may terminate the Task Order involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Contract Manager may be grounds for termination of the contract.

Some examples of conflict of interest are the following:

- Certified Materials Tester(s) or Plant Inspector(s) from the same company that performs Quality Control for the Contractor and Quality Assurance for the City of Crescent City on the same project.
- Providing services to construction contractor’s subcontractors, fabricators, equipment installer, material suppliers and other firms associated with the projects listed in the Contract can be a potential conflict of interest when such contractor teams are identified.

Project Schedule

In order to assess duration and resources, the project planning and scheduling of tasks should be done using a Gantt chart which is capable of showing the critical path.



APPENDIX A – QUALIFICATIONS & PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Qualifications and Proposals by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

1. INTRODUCTORY LETTER

The introductory (or transmittal) letter shall be addressed to:

Jon Olson, Public Works Director
Public Works Department
City of Crescent City
377 J Street
Crescent City, CA 95531

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included.

All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

2. EXECUTIVE SUMMARY

Provide an executive level summary of the proposal.

3. CONSULTANT INFORMATION, QUALIFICATIONS & EXPERIENCE

The City of Crescent City will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description

11. Project Outcome

4. ORGANIZATION AND APPROACH

1. Describe the roles and organization of your proposed team for this project. Indicate the composition of subcontractors and number of project staff, facilities available and experience of your team as it relates to this project.
2. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.
3. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

5. SCOPE OF WORK

1. Include a detailed Scope of Work Statement describing all services to be provided.
2. Describe project deliverables for each phase of your work.
3. Describe your cost control and budgeting methodology for this project.
4. Provide responses to the following:
 - a. Describe critical engineering design issues associated with the project and how you will address these.
 - b. Describe critical environmental issues and how you will address these.
 - c. How cost and schedule could be minimized.

6. SCHEDULE OF WORK

Provide a detailed schedule for all phases of the project and the proposing Consultant's services including time for reviews and approvals. The schedule shall meet the Project Schedule shown in Appendix C, however, expedited schedules are preferred with justification for timeline feasibility.

7. CONFLICT OF INTEREST STATEMENT

The proposing Consultant shall disclose any financial, business or other relationship with the City that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

8. LITIGATION

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

9. MINIMUM INSURANCE REQUIREMENTS

A statement from the firm stating it can meet the minimum insurance requirements outlined in this RFQ below.

10. CONTRACT AGREEMENT

Indicate if the proposing Consultant has any issues or needed changes to the proposed contract agreement included as Attachment 1.

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 31 and 2 CFR Part 200.

11. FEDERAL-AID PROVISIONS

The proposing Consultant's services are federally funded, which necessitate compliance with additional requirements. Special attention is directed to Attachment 2 – Local Assistance Procedures Manual Exhibit (LAPM) 10-I, Notice to Proposers DBE Information. The proposing Consultant shall complete and submit the following forms with the proposal to be considered responsive. These forms and instructions are provided for the proposer in Attachment 3.

- Local Agency Proposer DBE Commitment (Consultant Contracts); (LAPM 10-O1). The local agency's current contract DBE Goal is [8%].
- DBE Information - Good Faith Effort (LAPM 15-H) – Required only if DBE goal is not achieved. It is recommended that proposer prepare and submit a GFE irrespective of meeting the DBE goal.
- Disclosure of Lobbying Activities (LAPM 10-Q)

Upon award and through completion of the project, the successful proposing Consultant will be required to follow applicable federal-aid requirements and shall complete and submit with the agreement the following forms at the time of award:

- Local Agency Proposer DBE Information (Consultant Contracts) (LAPM 10-02)
- Any other relevant forms required during the project.

Consultant shall demonstrate familiarity of providing services for federally funded projects and has clear understanding of requirements/needs to facilitate the project through Caltrans Local Assistance and Local Assistance Procedures Manual.

12. COST PROPOSAL

In order to assure that the City of Crescent City is able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code § 4526, the proposal shall include a cost proposal for each service of the proposal. Cost proposal shall be submitted in a separate sealed envelope from the proposal. The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and most qualified consultant has been selected. Reference sample cost

estimate in Attachment 3 LAPM 10-H, Example #1. Consultant shall prepare a Cost-Plus-Fixed Fee estimate with progress payments at defined milestones/tasks.

Selected Consultant shall comply with Chapter 10 of the Local Assistance Procedures Manual regarding the A&E Consultant Contract Audit and Review process.

APPENDIX B – PROPOSAL EVALUATION

EVALUATION PROCESS

All proposals will be evaluated by a City of Crescent City Selection Committee (Committee). The Committee may be composed of City of Crescent City staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the City of Crescent City Contract Administrator/Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFQ. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the City of Crescent City requirements as set forth in this RFQ.

The selection process will include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Consultants invited to interviews will be required to submit cost proposals in sealed envelopes during the interview. Upon completion of the evaluation and selection process, only the cost proposal from the most qualified consultant will be opened to begin cost negotiations. All unopened cost proposals will be returned at the conclusion of procurement process. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

EVALUATION CRITERIA

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFQ specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFQ.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFQ specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.

4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFQ requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFQ specification.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Qualifications & Experience	20
3	Organization & Approach	15
4	Scope of Services to be Provided	15
5	Schedule of Work	15
6	Conflict of Interest Statement	Pass/Fail
7	References	10
Subtotal:		75

The three (3) highest ranking proposals, using the written evaluation criteria, will be given the opportunity for an interview. If the proposal review team desires, up to the five (5) highest ranking proposals, using the written evaluation criteria, may be given the opportunity for an interview.

No.	Interview Evaluation Criteria	Weight
8	Presentation by team	10
9	Q&A Response to panel questions	15
Subtotal:		25
Total:		100

1. Completeness of Response (Pass/Fail)

- a. Responses to this RFQ must be complete. Responses that do not include the proposal content requirements identified within this RFQ and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not

considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

2. Qualifications & Experience (20 points)

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to conduct traffic engineering services on both federal and nonfederal-aid projects.

3. Organization & Approach (15 points)

- a. Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward
- b. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of project team.
 - ii. Some or all of team members have previously worked together on similar project(s).
 - iii. Overall organization of the team is relevant to City needs.
- c. Project and Management Approach
 - i. Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
 - ii. Team successfully addresses Site Planning and Programming efforts.
 - iii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
- d. Roles of Key Individuals on the Team
 - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 - ii. Key positions required to execute the project team's responsibilities are appropriately staffed.
- e. Working Relationship with the City
 - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - ii. Team leadership understands the nature of public sector work and its decision-making process.
 - iii. Proposal responds to need to assist the City during the project.

4. Scope of Services to be Provided (15 points)

- a. Detailed Scope of Services to be Provided
 - i. Proposed scope of services is appropriate for all phases of the work.
 - ii. Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
- b. Project Deliverables
 - i. Deliverables are appropriate to schedule and scope set forth in above requirements.
- c. Cost Control and Budgeting Methodology
 - i. Proposer has a system or process for managing cost and budget.
 - ii. Evidence of successful budget management for a similar project.

5. Schedule of Work (15 points)

- a. Schedule shows completion of the work within or preferably prior to the City's overall time limits as specified in Appendix C.
- b. The schedule serves as a project timeline, stating all major milestones and required submittals for project management and Federal-Aid compliance.
- c. The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFQ.

6. Conflict of Interest Statement (Pass/Fail)

- a. Discloses any financial, business or other relationship with the City that may have an impact upon the outcome of the contract or the construction project.
- b. Lists current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.
- c. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project.

7. References (10 points)

- a. Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.

8. Presentation by Team (10 points)

- a. Team presentation conveying project understanding, communication skills, innovative ideas, critical issues and solutions.

9. Q&A Response to Panel Questions (15 points)

- a. Proposer provides responses to various interview panel questions.

Weighted scores for each Proposal will be assigned utilizing the table below:

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Completeness of Response	N/A	Pass/Fail	Pass/Fail
2	Qualifications & Experience		20	
3	Organization & Approach		15	
4	Scope of Services to be Provided		15	
5	Schedule of Work		15	
6	Conflict of Interest Statement	N/A	Pass/Fail	Pass/Fail
7	References		10	
8	Presentation by Team		10	
9	Q&A Response to Panel Questions		15	
Total:			100	

APPENDIX D – ATTACHMENTS

1. Sample Contract Language
2. Required Local Assistance Procedures Manual Exhibits

ATTACHMENT 1 – SAMPLE CONTRACT LANGUAGE

ATTACHMENT 2 – REQUIRED LOCAL ASSISTANCE PROCEDURES MANUAL EXHIBITS

Required Local Assistance Procedures Manual Exhibits – The following are attached:

- LAPM Exhibit 10-H – Cost Proposal
 - LAPM Exhibit 10-H1, LAPM 10-H3, and LAPM 10-H4 likely apply to the cost proposal for this RFP
- LAPM Exhibit 10-I – Notice to Proposers DBE Information
- LAPM Exhibit 10-O1 - Consultant Proposal DBE Commitment
- LAPM Exhibit 10-O2 – Consultant Contract DBE Commitment
- LAPM Exhibit 10-Q – Disclosure of Lobbying Activities
- LAPM Exhibit 15-H – Proposer/Contractor Good Faith Effort

CITY OF CRESCENT CITY
AGREEMENT FOR PROFESSIONAL SERVICES
PEBBLE BEACH DRIVE BANK STABILIZATION PROJECT

1.00 INTRODUCTION

1.01 Identification of Parties. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, CITY:

The name of the "CONSULTANT" is as follows:

(NAME OF CONSULTANT)

Incorporated/organized in the State of (NAME OF STATE)

The Project Manager for the "CONSULTANT" will be (NAME)

The name of the "CITY" is as follows:

City of Crescent City

a California municipal corporation

The Contract Administrator for CITY will be Jon Olson, Public Works Director

1.02 Cost Proposal. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated (DATE). The approved CONSULTANT's Cost Proposal is attached hereto as Attachment # and incorporated herein by this reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT will take precedence.

1.03 Indemnification. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless CITY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of CITY, as determined by a Court of competent jurisdiction. The provisions of this section survive the termination or suspension of this AGREEMENT.

1.04 Independent Contractor. CONSULTANT in the performance of this AGREEMENT, will act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists

between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.

- 1.05 Withholdings.** CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the CITY as to the designation of tasks to be performed and the results to be accomplished.
- 1.06 Employees.** Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
- 1.07 No Assignment.** Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT may not subcontract any work, without the prior written approval of the CITY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary must be furnished promptly to the CITY.
- 1.08 Contractors.** CONSULTANT will be as fully responsible to the CITY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- 1.09 Amendment.** No alteration or variation of the terms of this AGREEMENT will be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.
- 1.10 Compensation.** The consideration to be paid to CONSULTANT as provided herein, will be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

2.00 CONSULTANT'S REPORTS OR MEETINGS

- 2.01 Progress Reports.** CONSULTANT is required to submit progress reports at least once a month. The report should be sufficiently detailed for the CITY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- 2.02 Meetings.** CONSULTANT's Project Manager will meet with CITY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

3.00 STATEMENT OF WORK

3.01 CONSULTANT Services. The Consultant selected shall provide all services to complete preliminary engineering, environmental and Plans, Specifications and Estimate for the Pebble Beach Drive Bank Stabilization Project. Specifically, the Consultant selected will be required to complete the following tasks:

	TASK	DESCRIPTION
A	Project Management	<ul style="list-style-type: none"> • CITY will serve as the contract manager and direct liaison between CONSULTANT and Caltrans District #1 Division of Local Assistance. • CONSULTANT will be responsible for all other project management activities throughout the life of the AGREEMENT. • The scope of activities includes but is not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, field reviews, tracking action items for the City and consultant sub-contractors, and preparing all submissions for CITY to submit to Caltrans Local Assistance.
B	Preliminary Engineering Studies	<ul style="list-style-type: none"> • Develop general project locations and design concepts and related activities needed to establish the parameters for final design such as Geometrics, Hydraulics, Geotechnical, Landscape Architecture, Traffic Operations, etc.
C	Surveys and Mapping	<ul style="list-style-type: none"> • Perform data collection, mapping and surveying necessary for preliminary engineering, design, cost estimates, right-of-way impacts, and the level of environmental clearance. • The scope of comprehensive base mapping and surveying includes but is not limited to Control Surveys, Aerial Photogrammetry, Design Level Topographic Surveys, Right-of-Way Retracement, and a Record of Survey.
D	Geotechnical	<ul style="list-style-type: none"> • Evaluated the rate of bluff erosion, conceptualize a beach erosion response plan for 20 and 50 years in the future, perform a slope stability analysis, calculate anticipated sand/soil loss. • A geotechnical report was conducted by SHN and provided to CONSULTANT.
E	Environmental Studies and Documentation	<ul style="list-style-type: none"> • Complete the environmental review; including submitting the Caltrans Preliminary Environmental Study and preparing any required technical studies to complete the NEPA and CEQA documents. • Perform additional studies that may be required to obtain a Coastal Development Permit or other permits.

		Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see LAPM Chapter 6: Environmental Procedures, and the Standard Environmental Reference).
F	Utility Coordination	<ul style="list-style-type: none"> • Submit improvement plans to utility companies in accordance with their requirements and coordinate utility relocations, including relocation of the utility poles, as needed.
G	Right of Way Phase and Determination	<ul style="list-style-type: none"> • Prepare a Request for Authorization to advance project to Right of Way Phase using procedures outlined in the Caltrans Local Assistance Procedures Manual if right-of-way is needed. • When authorized, review right-of-way records and establish additional right-of-way along the entire alignment, if necessary, by metes and bounds description as well as creation of new Right of Way parcel maps, if applicable.
I	Design – Plans, Specifications and Estimates	<ul style="list-style-type: none"> • Design the improvements and prepare the plans, specifications, and estimates in accordance with Caltrans Standards and AASHTO Geometric Design guidelines to achieve project objectives. • Examine and present project alternatives, as necessary, which complete project goals within construction budget. Submit PS&E to the City at 50%, 90%, and final contract documents. Submittals will include hard copies, and digital files. CONSULTANT must sign all PS&E furnished under this AGREEMENT including registration number. • Review shop drawings (if applicable)
J	Coordination with Adjacent Properties	<ul style="list-style-type: none"> • Coordinate with adjacent property owners to establish driveway locations and other modifications required in front of their property such as fence relocations, mailbox relocation, or trail removal.
K	Construction Phase Authorization	<ul style="list-style-type: none"> • Prepare Request for Authorization to advance project to Construction using procedures outlined in the Caltrans Local Assistance Procedures Manual.
L	Bid Process	<ul style="list-style-type: none"> • Provide an electronic copy of the final approved plans and specifications, a mylar copy of the final approved plans, and a hard copy of the final approved specifications. • The electronic copy of plans must be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications must be provided in both Microsoft Word format and PDF format.

		<ul style="list-style-type: none"> • CITY will be responsible for making copies of contract documents and distributing them to plan rooms and contractors. • Respond to questions that arise during the bid phase and prepare addendums which will be distributed by the City as necessary.
M	Permitting	<ul style="list-style-type: none"> • Prepare and submit to CITY duplicate hard copies and an electronic copy of all permit applications and supporting documents required to advance the project from initiation through construction. • Provide the CITY with documentation to support payment of permit fees by the City Finance Department. City will submit permit applications. • If permitting agencies request supporting documents beyond the initial contract scope, a contract amendment will be necessary for the additional work. •

3.02 CITY Obligations. All data applicable to the project and in possession of CITY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly. The City has provided the following documents on the website (http://www.crescentcity.org/RFQ_bid.html):

1. Damage Assessment Form (DAF) with DAF executed by FHWA on XXXXX
2. Signed Preliminary Environmental Study (PES) form and cover letter dated XXXXX
3. Letter to California Coastal Commission from County of Del Norte, regarding Site Visit with Coastal Technical Staff, dated June 21, 2018.
4. Beach Erosion and Emergency Response Guidance Document, dated December 1999

3.03 Conferences, Site Visits, Inspection of Work. This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the CITY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting are to be included in the fee.

3.04 Project Schedule. The services to be performed under this AGREEMENT are to be performed in substantial compliance with the Project Schedule attached hereto as Attachment # and incorporated herein by this reference.

4.00 PERFORMANCE PERIOD

4.01 Term. This AGREEMENT will be effective as of the date approved by the City Council of CITY and CONSULTANT will commence work after notification to proceed by CITY’S Contract Administrator. The AGREEMENT will terminate as of (DATE) unless extended by AGREEMENT amendment.

4.02 Nonbinding Recommendation. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by CITY.

5.00 ALLOWABLE COSTS AND PAYMENTS

5.01 Method of Payment. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. CITY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT’S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds CITY’s approved overhead rate set forth in the Cost Proposal. In the event, that CITY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by CITY MUST be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in subsection 5.09 may not be exceeded, unless authorized by AGREEMENT amendment.

5.02 Indirect cost Rate. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT.

5.03 Fixed Fee. In addition to the allowable incurred costs, CITY will pay CONSULTANT a fixed fee of \$(AMOUNT). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

5.04 Reimbursement. Reimbursement for transportation and subsistence costs may not exceed the rates specified in the approved Cost Proposal.

5.05 Milestone Cost Estimates. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT must obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

5.06 Progress Payments. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT’s fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Section 3.0, Statement of Work, CITY will have the right to delay payment or terminate this AGREEMENT.

5.07 Approval of Work. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

5.08 Payment Timing. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by CITY’s Contract Administrator of itemized invoices in duplicate. Invoices are to be submitted no later than thirty (30) calendar days after the performance of work for which

CONSULTANT is billing. Invoices are required to detail the work performed on each milestone and each project as applicable. Invoices must follow the format stipulated for the approved Cost Proposal and reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due CITY including any equipment purchased under the provisions of Section 11.0, Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices are to be mailed to CITY's Contract Administrator at the following address:

City of Crescent City
Attn: Jon Olson, PW Director
377 J Street
Crescent City, CA 95531

- 5.09 Not-to-Exceed Amount.** The total amount payable by CITY including the fixed fee is not-to-exceed \$(Amount).
- 5.10 Salary Increases.** Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by CITY's Contract Administrator.
- 5.11 Prevailing Wage Personnel.** For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

- 6.00 TERMINATION**
- 6.01 Written Notice.** This AGREEMENT may be terminated by CITY, provided that CITY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, CITY will be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- 6.02 Suspension.** CITY may temporarily suspend this AGREEMENT, at no additional cost to CITY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If CITY gives such notice of temporary suspension, CONSULTANT must immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection 6.01 of this section.
- 6.03 Liability for Breach.** Notwithstanding any provisions of this AGREEMENT, CONSULTANT will not be relieved of liability to CITY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.
- 6.04 Compensation.** In the event of termination, CONSULTANT will be compensated as provided for in this AGREEMENT, except as otherwise provided in this AGREEMENT. Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories,

studies, analyses, drawings and data estimates performed to that date, whether completed or not.

7.00 COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

7.01 Cost Principles. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, will be used to determine the allowability of individual terms of cost.

7.02 Administrative Requirements. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

7.03 Repayment. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to CITY.

7.04 Non-profit Organizations. When a CONSULTANT or subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards will apply.

8.00 RETENTION OF RECORDS / AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, subconsultants, and CITY must maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, must make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. CITY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) will have access to any books, records, and documents of the CONSULTANT, subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof must be furnished if requested without limitation.

9.00 AUDIT REVIEW PROCEDURES

9.01 Audit Disputes. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, will be reviewed by CITY'S Finance Director.

- 9.02 Audit Report Review Request.** Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by CITY'S Finance Director of unresolved audit issues. The request for review will be submitted in writing.
- 9.03 Time for Performance.** Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- 9.04 Compliance Audits / Reviews.** CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, CITY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR must be adjusted by CONSULTANT and approved by CITY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report will be incorporated into the AGREEMENT by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, CITY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- 9.05 Caltrans Audits and Investigation.** CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by Caltrans Audits and Investigation (A&I). Caltrans A&I, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal must be adjusted by the CONSULTANT and approved by the CITY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- A. During Caltrans A&I's review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans A&I will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans A&I identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I.

Accepted rates will be as follows:

- i. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - ii. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - iii. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

- B. If Caltrans A&I is unable to issue a cognizant letter per paragraph 9.05(A) above, Caltrans A&I may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans A&I will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

- C. If the CONSULTANT fails to comply with the provisions of this subsection 9.05, or if Caltrans A&I is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph 9.05(A) above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

- D. CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) Caltrans A&I accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of CITY; and, (3) Caltrans A&I has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

10.00 SUBCONTRACTING

10.01 Subconsultants. Nothing contained in this AGREEMENT or otherwise, creates any contractual relation between the CITY and any subconsultants, and no subagreement will relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the CITY for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its subconsultants is an independent obligation from the CITY's obligation to make payments to the CONSULTANT.

10.02 Written Authorization. The CONSULTANT is required to perform the work contemplated with resources available within its own organization and no portion of the work may be subcontracted without written authorization by the CITY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

10.03 Subagreements. Any subagreement entered into as a result of this AGREEMENT, must contain all the provisions stipulated in this entire AGREEMENT to be applicable to subconsultants unless otherwise noted.

10.04 Payment to Subconsultants. CONSULTANT must pay its subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the CITY.

10.05 Substitution of Subconsultants. Any substitution of subconsultants must be approved in writing by the CITY Contract Administrator in advance of assigning work to a substitute subconsultant.

11.00 EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

11.01 Prior Authorization. Prior authorization in writing by CITY's Contract Administrator is required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT must provide an evaluation of the necessity or desirability of incurring such costs.

11.02 Purchases over \$5,000. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by CITY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

11.03 Equipment Purchased. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

A. CONSULTANT must maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, CITY is to receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit CITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value will be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals will be obtained from an appraiser mutually agreeable to by CITY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY.

B. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

12.00 STATE PREVAILING WAGE RATES

12.01 DIR Registration. No CONSULTANT or subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

12.02 Prevailing Wage Requirement. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/District-Region_Map_Construction_7-8-15.pdf). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at CITY construction sites, at CITY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve CITY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

12.03 Prevailing Wage Rate Determinations. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.

12.04 Payroll Records.

A. Each CONSULTANT and subconsultant must keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or subconsultant in connection with the public work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

B. The payroll records enumerated under paragraph (A) above must be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents must be made available for inspection and copying by CITY representative's at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT is required to provide copies of certified payrolls or permit inspection of its records as follows:

- (1) A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in paragraph (A) above, must be made available for inspection or furnished upon request to a representative of CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards must not be altered or obliterated by the CONSULTANT.
 - (3) The public must not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the CITY Contract Administrator by both email and regular mail on the business day following receipt of the request.
- C. Each CONSULTANT must submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
- D. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by CITY must be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or subconsultant performing the work must not be marked or obliterated.
- E. The CONSULTANT must inform CITY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and within five (5) working days, provide a notice of a change of location and address.
- F. The CONSULTANT or subconsultant will have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or subconsultant fails to comply within the ten (10) day period, he or she will, as a penalty to CITY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties may be withheld by CITY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a subconsultant to comply with this section.
- G. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the CITY Contract Administrator.
- H. Penalty
- (1) The CONSULTANT and any of its subconsultants must comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any subconsultant will forfeit to the CITY a penalty of not more than two hundred

dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

- (2) The amount of this forfeiture will be determined by the Labor Commissioner and will be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
- (3) In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate must be paid to each worker by the CONSULTANT or subconsultant.
- (4) If a worker employed by a subconsultant on a public works project is not paid the general prevailing per diem wages by the subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - (i) The AGREEMENT executed between the CONSULTANT and the subconsultant for the performance of work on public works projects must include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - (ii) The CONSULTANT will monitor the payment of the specified general prevailing rate of per diem wages by the subconsultant to the employees by periodic review of the certified payroll records of the subconsultant.
 - (iii) Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages to the subconsultant's workers, the CONSULTANT must diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the subconsultant for work performed on the public works project.
 - (iv) Prior to making final payment to the subconsultant for work performed on the public works project, the CONSULTANT must obtain an affidavit signed under penalty of perjury from the subconsultant that the subconsultant had paid the specified general prevailing rate of per diem wages to the subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

- (5) Pursuant to Labor Code §1775, CITY must notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the general prevailing rate of per diem wages.
 - (6) If CITY determines that employees of a subconsultant were not paid the general prevailing rate of per diem wages and if CITY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by CITY.
- I. Eight (8) hours labor constitutes a legal day's work. The CONSULTANT will forfeit, as a penalty to the CITY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, may be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one half (1.5) times the basic rate of pay, as provided in §1815.
 - J. Employment of Apprentices
 - (1) Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her must comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
 - (2) CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

13.00 CONFLICT OF INTEREST

13.01 Disclosure. During the term of this AGREEMENT, the CONSULTANT must disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this AGREEMENT or any ensuing CITY construction project. The CONSULTANT must also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing CITY construction project which will follow.

- 13.02 Certification of No Conflict.** CONSULTANT certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either CITY ordinance or State law.
- 13.03 Financial Interest.** The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- 13.04 Affiliations.** The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

14.00 REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

15.00 PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- 15.01 Certification.** The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
- (1) No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 15.02 Material Representation.** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- 15.03 Subagreements.** The CONSULTANT also agrees by signing this document that he or she will require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients will certify and disclose accordingly.

16.00 NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- 16.01 Certification of Compliance.** The CONSULTANT's signature affixed herein and dated constitutes a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- 16.02 Nondiscrimination.** During the performance of this AGREEMENT, CONSULTANT and its subconsultants must not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor may they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants must insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- 16.03 FEHA.** CONSULTANT and subconsultants must comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 16.04 FEHA Representatives.** CONSULTANT must permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CITY may require to ascertain compliance with this clause.

- 16.05 Written Notice.** CONSULTANT and its subconsultants must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- 16.06 Subcontracts.** CONSULTANT must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- 16.07 Civil Rights Act.** The CONSULTANT, with regard to the work performed under this AGREEMENT, must act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States may, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- 16.08 U.S. DOT.** The CONSULTANT must comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT may not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subconsultants.

17.00 DEBARMENT AND SUSPENSION CERTIFICATION

- 17.01 Debarment.** The CONSULTANT's signature affixed herein constitutes a certification under penalty of perjury under the laws of the State of California that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
- (1) Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - (2) Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - (3) Does not have a proposed debarment pending; and
 - (4) Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- 17.02 Disclosure.** Any exceptions to this certification must be disclosed to CITY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- 17.03 Exceptions – FHWA.** Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

18.00 DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- 18.01 DBE Application.** This AGREEMENT is subject to 49 CFR Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” CONSULTANTs who enter into a federally-funded agreement will assist the CITY in a good faith effort to achieve California's statewide overall DBE goal.
- 18.02 DBE Goal.** The goal for DBE participation for this AGREEMENT is [REDACTED]%. Participation by DBE CONSULTANT or subconsultants must be in accordance with information contained in Exhibit 10-O1: Consultant Proposal DBE Commitment , or in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- 18.03 Goal Compliance.** CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- 18.04 Noncompliance as Breach.** DBEs and other small businesses, as defined in 49 CFR Part 26 are encouraged to participate in the performance of AGREEMENTs financed in whole or in part with federal funds. The CITY, CONSULTANT or subconsultant must not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT must carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the CITY deems appropriate, which may include, but is not limited to:
- (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the contractor from future bidding as non-responsible.
- 18.05 DBE Firm Termination.** A DBE firm may be terminated only with prior written approval from CITY and only for the reasons specified in 49 CFR §26.53(f). Prior to requesting CITY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR §26.53(f). If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- 18.06 Payments to Consultant.** Consultant will not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Consultant) pursuant to prior written authorization of the CITY’s Contract Administrator.

- 18.07 Commercially Useful Function.** A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- 18.08 Limited Role.** A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- 18.09 Presumption.** If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- 18.10 Records.** CONSULTANT is required to maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records must show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records must also show the date of payment and the total dollar figure paid to all firms. DBE prime CONSULTANT's must also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- 18.11 DBE Records Summary.** Upon completion of the AGREEMENT, a summary of these records is to be prepared and submitted on the form entitled, Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprise (DBE) First-Tier Subconsultants, certified correct by CONSULTANT or CONSULTANT's authorized representative and furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- 18.12 DBE De-certification / Certification.** If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant must notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant must notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY's Contract Administrator within thirty (30) calendar days.
- 18.13 Subcontracts.** Any subcontract entered into as a result of this AGREEMENT must contain all of the provisions of this section.

19.00 INSURANCE

19.01 Required Coverage. CONSULTANT, at its sole cost and expense, must obtain and maintain in full force and effect throughout the entire term of this Agreement the following described insurance coverage with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by CITY.

	POLICY TYPE	MINIMUM COVERAGE LIMITS
(a)	Workers' Compensation	Per California Law
(b)	Employer's Liability	\$1,000,000 per accident for BI/Disease
(c)	Automobile Liability ISO Form # CA 0001	\$1,000,000 per accident for BI/PD, covering any auto
(d)	Commercial General Liability ISO Form # CG 00 01	\$1,000,000 per occurrence for BI/PD, products and completed operations, personal and advertising injury; \$2,000,000 aggregate
(e)	Professional Liability (E&O)	\$2,000,000 per occurrence or claim; \$2,000,000 aggregate

19.02 Additional Insureds. CITY, its elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT'S insurance.

19.03 Primary Coverage. For any claims related to this Project, the CONSULTANT'S insurance coverage, with the exception of Professional Liability (E&O), Workers' Compensation, and Employers' Liability, will be primary insurance as respects CITY, its elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, its elected and appointed officials, employees, agents or volunteers will be in excess of the CONSULTANT'S insurance and will not contribute with it.

19.04 Notice of Cancellation. Each insurance policy required by this Agreement must be endorsed to state that coverage may not be cancelled except after giving CITY prior written notice.

19.05 Waiver of Subrogation. CONSULTANT hereby grants CITY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

19.06 Self-insured Retentions. Self-insured retentions must be declared to and approved by CITY. CITY may require CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language must provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.

- 19.07 Claims-made Policies.** If any of the required policies provide coverage on a claims-made basis, then: (a) the retroactive date must be shown and must be before the commencement of work; (b) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work; and (c) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the commencement of work, then CONSULTANT must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the work.
- 19.08 Verification of Coverage.** CONSULTANT must provide with Certificates of Insurance for all required coverages as well as Declarations and applicable Endorsement Pages prior to commencement of work. However, failure to obtain the required documents prior to the commencement of work will not operate to waive CONSULTANT’s obligation to provide them at any time thereafter when requested. CITY reserves the right to demand complete, certified copies of all required insurance policies, including endorsements, required by the specifications, at any time.
- 19.09 Subcontractors.** CONSULTANT must require and verify that all subcontractors, if any, maintain insurance meeting all of the requirements stated herein. CONSULTANT must ensure that CITY, its elected and appointed officials, employees, agents and volunteers are additional insureds on all policies as required herein.
- 19.10 Lapse in Coverage.** In the event that any required policy is canceled prior to the completion of the Project and CONSULTANT does not furnish a new Certificate of Insurance prior to cancellation, CITY may obtain the required insurance and deduct the premium(s) from contract monies due to CONSULTANT.
- 19.11 Covenant to Provide Workers’ Compensation Coverage.** CONSULTANT warrants that it is aware of the provisions of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code. CONSULTANT further agrees that it will comply with such provisions before commencing the performance of the work under this Agreement.
- 19.12 Waiver of Subrogation.** CONSULTANT and CONSULTANT'S insurance company agree to waive all rights of subrogation against CITY, its elected or appointed officials, agents, and employees for losses paid under CONSULTANT'S workers’ compensation insurance policy which arise from the work performed by CONSULTANT for CITY.

20.00 FUNDING REQUIREMENTS

- 20.01 Availability of Funds.** It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- 20.02 Sufficient Funds Required.** This AGREEMENT is valid and enforceable only, if sufficient funds are made available to CITY for the purpose of this AGREEMENT. In addition, this AGREEMENT is

subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

20.03 Amendment Due to Lack of Funds. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

20.04 Termination Due to Lack of Funds. CITY has the option to terminate the AGREEMENT pursuant to Section 6.0, Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

21.00 CHANGE IN TERMS

21.01 Written Amendment Required. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

21.02 Commencement of Work. CONSULTANT must only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by CITY's Contract Administrator.

21.03 Change in Project Manager. There may be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by CITY's Contract Administrator.

22.00 CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

23.00 DISPUTES

23.01 Good Faith Negotiation. Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

23.02 Dispute. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement will be decided by a committee consisting of

CITY's Contract Administrator and City Manager, who may consider written or verbal information submitted by CONSULTANT.

23.03 Request for Review. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by CITY's City Council of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

23.04 Performance during Dispute. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

24.00 INSPECTION OF WORK

CONSULTANT and any subconsultant must permit CITY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

25.00 SAFETY

25.01 OSHA. CONSULTANT must comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT must comply with safety instructions issued by CITY Safety Officer and other CITY representatives. CONSULTANT personnel must wear hard hats and safety vests at all times while working on the construction project site.

25.02 Traffic Safety. Pursuant to the authority contained in Vehicle Code §591, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT must comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT must take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

25.03 Trenching. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

26.00 OWNERSHIP OF DATA

26.01 City Property. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT will become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City will be entitled to, and CONSULTANT must deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or

CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.

- 26.02 Property of CITY.** Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and will be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- 26.03 Reuse at CITY's Sole Risk.** Nothing herein may constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location will be at City's sole risk.
- 26.04 Patents and Inventions.** Applicable patent rights provisions regarding rights to inventions will be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- 26.05 Copyrights.** CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT must provide that the FHWA will have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

27.00 CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR

- 27.01 Cooperation.** If claims are filed by CITY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with CITY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- 27.02 Notice and Compensation.** CONSULTANT's personnel that CITY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from CITY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- 27.03 Amendment.** Services of CONSULTANT's personnel in connection with CITY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

28.00 CONFIDENTIALITY OF DATA

- 28.01 Confidential Data to be Protected.** All financial, statistical, personal, technical, or other data and information relative to CITY's operations, which are designated confidential by CITY and made available to CONSULTANT in order to carry out this AGREEMENT, is to be protected by CONSULTANT from unauthorized use and disclosure.
- 28.02 Limited Permission.** Permission to disclose information on one occasion, or public hearing held by CITY relating to the AGREEMENT, does not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- 28.03 No Public Comment.** CONSULTANT must not comment publicly to the press or any other media regarding the AGREEMENT or CITY's actions on the same, except to CITY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- 28.04 No Press Release.** CONSULTANT must not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by CITY, and receipt of CITY'S written permission.
- 28.05 Construction Estimate.** All information related to the construction estimate is confidential, and must not be disclosed by CONSULTANT to any entity, other than CITY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this AGREEMENT are confidential and CONSULTANT agrees that they may not be made available to any individual or organization without the prior written approval of CITY or by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this AGREEMENT, CITY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, CITY's attorney's fees and disbursements, including, without limitation, experts' fees and disbursements.

29.00 NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

30.00 EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by CITY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments will be retained as part of the AGREEMENT record.

31.00 RETENTION OF FUNDS

No retainage will be withheld by CITY from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants is prohibited, and no retainage will be held by the CONSULTANT from progress due subconsultants. Any violation of this provision shall subject the violating CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Business and Professions Code §7108.5. This requirement may not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants.

32.00 NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, may be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

TO CITY:	TO CONSULTANT:
City of Crescent City Attn: Jon Olson, PW Director 377 J Street Crescent City, CA 95531	

33.00 GENERAL PROVISIONS

33.01 Time of Essence. CONSULTANT understands and agrees that time is of the essence in the completion of the work and services described herein.

33.02 Severability. If a court of competent jurisdiction or subsequent preemptive legislation holds or renders any of the provisions of this Agreement unenforceable or invalid, the validity and enforceability of the remaining provisions, or portions thereof, will not be affected.

33.03 Governing Law / Forum. This Agreement must be administered and interpreted under California law as written by both parties. Any litigation arising from this Agreement must be brought in the Superior Court of California, in and for Del Norte County.

33.04 Costs and Attorney’s Fees. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action will be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

33.05 Headings and Captions. Headings and captions in this AGREEMENT are for the convenience of the parties and are not intended to aid in the construction or interpretation of this AGREEMENT.

33.06 Integration. This Agreement constitutes the entire agreement of the parties and supersedes and prior negotiations, agreements, understandings, representations or statements.

33.07 Authorization to Execute. The signatories to this Agreement hereby represent and warrant that they have been duly authorized to legally bind and execute this Agreement on behalf of their respective parties.

Executed by CITY and CONSULTANT on this _____ day of _____, 2019.

CITY

CONSULTANT

By: Eric Wier, City Manager

By:
Its:

ATTEST:

Robin Patch, City Clerk

By:
Its:

APPROVED AS TO FORM:

Martha D. Rice, City Attorney

ATTACHMENT 2 – REQUIRED LOCAL ASSISTANCE PROCEDURES MANUAL EXHIBITS

Required Local Assistance Procedures Manual Exhibits – The following are attached:

- LAPM Exhibit 10-H – Cost Proposal
 - LAPM Exhibit 10-H1, LAPM 10-H3, and LAPM 10-H4 likely apply to the cost proposal for this RFP
- LAPM Exhibit 10-I – Notice to Proposers DBE Information
- LAPM Exhibit 10-O1 - Consultant Proposal DBE Commitment
- LAPM Exhibit 10-O2 – Consultant Contract DBE Commitment
- LAPM Exhibit 10-Q – Disclosure of Lobbying Activities
- LAPM Exhibit 15-H – Proposer/Contractor Good Faith Effort

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)	_____	_____	\$ _____	\$ _____
(Sr. Civil Engineer)	_____	_____	\$ _____	\$ _____
(Envir. Scientist)	_____	_____	\$ _____	\$ _____
(Inspector)	_____	_____	\$ _____	\$ _____

LABOR COSTS

a) Subtotal Direct Labor Costs \$ _____

b) Anticipated Salary Increases (see page 2 for calculation) \$ _____

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ _____

INDIRECT COSTS

d) Fringe Benefits (Rate: ___%) e) Total Fringe Benefits [(c) x (d)] \$ _____

f) Overhead (Rate: ___%) g) Overhead [(c) x (f)] \$ _____

h) General and Administrative (Rate: ___%) i) Gen & Admin [(c) x (h)] \$ _____

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ _____

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee _____%** \$ _____

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$

l) **TOTAL OTHER DIRECT COSTS** \$ _____

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____ \$ _____

Subconsultant 2: _____ \$ _____

Subconsultant 3: _____ \$ _____

Subconsultant 4: _____ \$ _____

m) **TOTAL SUBCONSULTANTS' COSTS** \$ _____

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ _____

TOTAL COST [(c) + (j) + (k) + (n)] \$ _____

NOTES:

- All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates should be based on consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000		\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year		
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1	
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2	
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3	
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4	
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5	
Total Direct Labor Cost with Escalation					=	\$257,871.10	
Direct Labor Subtotal before Escalation					=	\$250,000.00	
Estimated total of Direct Labor Salary Increase					=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: _____

Title *: _____

Signature : _____

Date of Certification (mm/dd/yyyy): ____

Email: _____

Phone Number: _____

Address: _____

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

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EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(NON- PREVAILING WAGE CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant _____ Prime Consultant Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date _____

For Combined Rate	Fringe Benefit % + General &Administrative %	=	Combined ICR%
OR			
For Home Office Rate	Fringe Benefit % + General &Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General &Administrative %	=	Field Office ICR%

Fee	=	%
-----	---	---

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - or Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
John Doe – Project Manager Civil Engineer II	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00		
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00		
Sue Jones – Construction Engineer/Inspector Engineer I	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00		
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00		
Buddy Black – Claims Engineer Engineer III	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00		
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00		
Land Surveyor	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Technician	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	

NOTES:

1. All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates should be based on the consultant's annual accounting period, established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant _____ Prime Consultant Subconsultant

Project No. _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$
Vehicle			\$	\$
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 7. Generally Accepted Accounting Principles (GAAP)
- 8. Terms and conditions of the contract
- 9. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____

Title *: _____

Signature : _____

Date of Certification (mm/dd/yyyy): ____

Email: _____

Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

--

EXHIBIT 10-H3 COST PROPOSAL Page 1 of 2

COST PER UNIT OF WORK CONTRACTS
(GEOTECHNICAL AND MATERIAL TESTING)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

Unit/Item of Work:

(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study)

Include as many Items as necessary.

DIRECT LABOR	Hours	Billing Hourly Rate (\$)	Total (\$)
Professional (Classification)*	_____		_____
Sub-professional/Technical**	_____		_____
EQUIPMENT 1 (with Operator)	_____	_____	_____
EQUIPMENT 2 (with Operator)	_____	_____	_____

Consultant's Other Direct Costs (ODC) – Itemize:

Description of Item	Quantity	Unit	Unit Cost	Total
ODC Example: Travel/Mileage Costs			\$	\$
ODC Example: Mobilization/De-mobilization			\$	\$
ODC Example: Supplies/Consumables			\$	\$
ODC Example: Report			\$	\$
ODC (List more ODCs as applicable)			\$	\$
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Attach additional pages if necessary.

TOTAL COST PER UNIT OF WORK \$ _____

NOTES:

- All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals. The cost proposal format shall not be amended.
- Hourly billing rates should be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
- Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
- ODC items shall be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- Billing Hourly Rates must be actual, allowable, and reasonable.

EXHIBIT 10-H3 COST PROPOSAL Page 2 of 2

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 13. Generally Accepted Accounting Principles (GAAP)
- 14. Terms and conditions of the contract
- 15. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 16. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 17. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 18. [48 Code of Federal Regulation Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____

Title*: _____

Signature : _____

Date of Certification (mm/dd/yyyy): ____

Email: _____

Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EXHIBIT 10-H4 COST PROPOSAL FOR CONTRACTS WITH PREVAILING WAGES

ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

Please Note: Consultant completes all items in yellow highlight

CONSULTANT _____ PRIME _____ SUB _____
PROJECT NO. _____ CONTRACT NO. _____ DATE _____

CONTRACT TYPE _____ (LIST ONE OF THE ABOVE LISTED CONTRACT TYPES)
Prime Consultant's Participation Amount \$ _____

Loaded Rate Calculation

Non Exempt Employee Loaded Billing Rates
A) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)
B) 1.5X or 2.0X Overtime = (Actual Hourly Rate) * (1 + Field O.H.) * (1 + Fee) + .5X or 1.0X (Actual Hourly Rate) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

Exempt Employee Loaded Billing Rates
C) Straight Time or 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

Home Office Personnel:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	60.00% +	60.00% +	60.00%	= 180.00%
OVERTIME	60.00% +	60.00% +	60.00%	= 180.00%
Field Office Personnel:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	50.00% +	50.00% +	50.00%	= 150.00%
OVERTIME	50.00% +	50.00% +	50.00%	= 150.00%
			Fee =	6.00%
			Applicable Multiplier Delta Base (Field) =	1.00
			Applicable Multiplier Fringe (Field) =	0.00

The PW differentials Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DIR determinations.

Name/Classification	Home Office Personnel Field Office Personnel	Effective Date of Hourly Rate		Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work)						Employee Actual Rate (fringe benefits vary year over year)						DELTA (TOTAL) = Employee Total Rate - DIR Rate			Applicable DELTA (TOTAL)	DELTA (BASE) = Employee Base - DIR Base			Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class					
		From	To	Base Salary	Fringe Benefits	Total Base Salary + Fringe Benefits	Base Salary	Estimate	Total = Base + Fringe	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	OT (1.5x)	OT (2x)								
John Doe BSCE, Construction Inspector	FIELD	1/1/2007	12/31/2007	\$34.21	\$51.32	\$68.42	\$15.41	\$49.62	\$66.73	\$83.83	\$42.17	\$63.26	\$84.34	\$11.49	\$53.66	\$74.75	\$95.83	\$4.04	\$8.02	\$12.00	\$0.00	\$11.94	\$15.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$111.75	\$132.84	\$153.92		\$ 42.17	N/A
		1/1/2008	12/31/2008	\$34.21	\$51.32	\$68.42	\$15.41	\$49.62	\$66.73	\$83.83	\$43.44	\$65.16	\$86.88	\$11.49	\$54.93	\$76.65	\$98.37	\$5.31	\$9.93	\$14.54	\$0.00	\$13.85	\$18.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$115.12	\$136.84	\$158.56	3.00%	\$ 43.44	
		1/1/2009	12/31/2009	\$34.21	\$51.32	\$68.42	\$15.41	\$49.62	\$66.73	\$83.83	\$44.74	\$67.11	\$89.48	\$11.49	\$56.23	\$78.60	\$100.97	\$6.61	\$11.88	\$17.14	\$0.00	\$15.80	\$21.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$118.56	\$140.93	\$163.30	3.00%	\$ 44.74		
		1/1/2010	12/31/2010	\$34.21	\$51.32	\$68.42	\$15.41	\$49.62	\$66.73	\$83.83	\$46.08	\$69.12	\$92.16	\$11.49	\$57.57	\$80.61	\$103.65	\$7.95	\$13.89	\$19.82	\$0.00	\$17.81	\$23.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$122.11	\$145.15	\$168.19	3.00%	\$ 46.08		
John Doe BSCE, Construction Inspector	FIELD	1/1/2007	12/31/2007															\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$111.75	\$132.84	\$153.92		\$ 42.17	N/A		
		1/1/2008	12/31/2008																\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$115.12	\$136.84	\$158.56	3.00%	\$ 43.44				
		1/1/2009	12/31/2009																\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$118.56	\$140.93	\$163.30	3.00%	\$ 44.74				
		1/1/2010	12/31/2010																\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$122.11	\$145.15	\$168.19	3.00%	\$ 46.08					
Jane Smith BSCE, PE Asst RE/Inspector	FIELD	1/1/2007	12/31/2007	\$34.21	\$51.32	\$68.42	\$15.41	\$49.62	\$66.73	\$83.83	\$45.00	\$45.00	\$45.00	\$11.49	\$56.49	\$56.49	\$56.49	\$6.87	(\$10.24)	(\$27.34)	\$0.00	(\$6.32)	(\$23.42)	\$0.00	(\$6.32)	(\$23.42)	\$0.00	(\$3.92)	(\$3.92)	\$119.25	\$125.57	\$142.67		\$ 45.00	N/A				
		1/1/2008	12/31/2008	\$34.21	\$51.32	\$68.42	\$15.41	\$49.62	\$66.73	\$83.83	\$46.35	\$46.35	\$46.35	\$11.49	\$57.84	\$57.84	\$57.84	\$8.22	(\$8.88)	(\$25.99)	\$0.00	(\$4.97)	(\$22.07)	\$0.00	(\$4.97)	(\$22.07)	\$0.00	(\$3.92)	(\$3.92)	\$122.83	\$127.79	\$144.90	3.00%	\$ 46.35					
		1/1/2009	12/31/2009	\$34.21	\$51.32	\$68.42	\$15.41	\$49.62	\$66.73	\$83.83	\$47.74	\$47.74	\$47.74	\$11.49	\$59.23	\$59.23	\$59.23	\$9.61	(\$7.49)	(\$24.60)	\$0.00	(\$3.58)	(\$20.68)	\$0.00	(\$3.58)	(\$20.68)	\$0.00	(\$3.92)	(\$3.92)	\$126.51	\$130.09	\$147.19	3.00%	\$ 47.74					
		1/1/2010	12/31/2010	\$34.21	\$51.32	\$68.42	\$15.41	\$49.62	\$66.73	\$83.83	\$49.17	\$49.17	\$49.17	\$11.49	\$60.66	\$60.66	\$60.66	\$11.04	(\$6.06)	(\$23.17)	\$0.00	(\$2.15)	(\$19.25)	\$0.00	(\$2.15)	(\$19.25)	\$0.00	(\$3.92)	(\$3.92)	\$130.30	\$132.45	\$149.55	3.00%	\$ 49.17					

- Prevailing Wages specified are based on current DIR determination. Any future DIR escalation of prevailing wage rates will be reflected in the loaded rates
- "NC" denotes No Charge for work more than 8 hours per day and for weekends and holidays for this contract only.
- The billing rates shown in this cost proposal for field staff entitled for PW rates are calculated with estimated fringe benefits of the staff. The actual billing rates to be used in the invoices will be calculated by using the actual PW fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.
- The employees' actual hourly rates shown in this cost proposal are the rates that were effective on xx/xx/xx. Caltrans Contract Manager's pre-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates on xx/xx/xx. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
- Travel Time Charges:
 - For Managers:** On weekdays up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.
 - For Exempt staff:** During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follow:
Billing rate for travel time = Loaded Rate Formula "C" above.
All travel time, outside of the regular work day, will be billed without the application of overhead rate as follow: Billing Rate = (Actual Hourly Rate) (1+ Fee) + (Delta Base + Delta Fringe)
 - For Non-Exempt Employees:** During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5X or 2.0X multiplier for overtime as follow:

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of _____%

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link titled *Disadvantaged Business Enterprise*;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the

purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	%
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.		
_____ 21. Local Agency Representative's Signature 22. Date			
_____ 23. Local Agency Representative's Name 24. Phone			
_____ 25. Local Agency Representative's Title			
_____ 12. Preparer's Signature 13. Date			
_____ 14. Preparer's Name 15. Phone			
_____ 16. Preparer's Title			

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENTCONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
- 21. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 22. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 23. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 24. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 25. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section			\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____			%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			14. TOTAL CLAIMED DBE PARTICIPATION
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.			
_____ 23. Local Agency Representative's Signature		_____ 24. Date	_____ 15. Preparer's Signature
_____ 25. Local Agency Representative's Name		_____ 26. Phone	_____ 16. Date
_____ 27. Local Agency Representative's Title			_____ 17. Preparer's Name
			_____ 18. Phone
			_____ 19. Preparer's Title

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

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INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENTCONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p> <p>(attach Continuation Sheet(s) if necessary)</p>	<p>11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)</p>	
<p>12. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>14. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>13. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____</p>		
<p>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:</p> <p>(attach Continuation Sheet(s) if necessary)</p>		
<p>16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
		<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>
<p>Authorized for Local Reproduction Standard Form - LLL</p>		
<p>Federal Use Only:</p>		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Federal-aid Project No(s). _____ Bid Opening Date _____

The _____ (Agency Name) _____ established a Disadvantaged Business Enterprise (DBE) goal of _____% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) business days from bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer’s or bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:



CITY COUNCIL AGENDA REPORT

TO: MAYOR INSCORE AND MEMBERS OF THE COUNCIL

FROM: ERIC WIER, CITY MANAGER

BY: ROBIN PATCH, CITY CLERK/ADMINISTRATIVE ANALYST

DATE: AUGUST 19, 2019

SUBJECT: VOTING DELEGATE DESIGNATION FOR THE LEAGUE OF CALIFORNIA CITIES

RECOMMENDATION

- Hear staff report
- Take public comment
- Make a designation for the Voting Delegate for the League of California Cities Annual Conference

BACKGROUND

The League of California Cities hosts an annual conference and requests Council action to designate a voting delegate. See attached memo from the League regarding this designation.

ANALYSIS

See attached documentation.

FISCAL ANALYSIS

There are no fiscal impacts.

ATTACHMENT(S)

1. Memo from League of California Cities



Council Action Advised by August 30, 2019

June 10, 2019

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – October 16 - 18, Long Beach**

The League's 2019 Annual Conference is scheduled for October 16 – 18 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, October 18, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, October 4. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, October 16, 8:00 a.m. – 6:00 p.m.; Thursday, October 17, 7:00 a.m. – 4:00 p.m.; and Friday, October 18, 7:30 a.m.–11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Friday, October 4. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

2019 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, October 4, 2019. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email: _____

Mayor or City Clerk _____
(circle one) (signature)

Date: _____ Phone: _____

Please complete and return by Friday, October 4, 2019

League of California Cities
ATTN: Darla Yacub
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: dyacub@cacities.org
(916) 658-8254