

**REPORT TO MAYOR AND COUNCIL**

TO THE HONORABLE MAYOR AND COUNCIL:

DATE: October 14, 2014

SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH MUNICIPAL & FINANCIAL SERVICES GROUP OF ANNAPOLIS, MARYLAND IN THE NOT-TO-EXCEED AMOUNT OF \$86,700 TO PREPARE A SEWER RATE ASSESSMENT AND STUDY FOR PROJECT NO. 2313 (SEWER RATE STUDY); AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT (FUNDED BY: SEWER ENTERPRISE FUNDS)

Report in Brief

Staff recommends that the City Council approve a Professional Services Agreement with Municipal & Financial Services Group (MFSG) in the not-to-exceed amount of \$86,700 to prepare a Sewer Rate Assessment and Study for Project No. 2313 (Sewer Rate Study); and authorize the City Manager to execute the agreement.

Background

In June 2014, the City Council approved Project No. 2313 (Sewer Rate Study) when it adopted the FY 2014-15 Capital Improvement Program (CIP) Ten Year Plan. Project No. 2313 will allow staff to conduct an assessment and evaluation of the City's existing wastewater service rates and provide recommendations on a rate structure that will adequately fund utility operations, capital costs, legislative directives and bonded debt.

The City of Concord generates approximately 4.28M gallons of wastewater annually for conveyance and treatment by the Central Contra Costa Sanitary District (CCCSD). This amount is approximately 30% of CCCSDs overall annual waste water flow. The costs assessed for sewer treatment and Capital Improvement Projects sponsored by CCCSD have been steadily increasing. The City's current funding levels are inadequate to fund anticipated CCCSD's operational and capital costs and our own ongoing sewer infrastructure maintenance operations and necessary capital improvements needs. The results of this study will allow the City to determine revenue needs and recommend an appropriate rate structure that will allow the sewer enterprise to meet the fixed and variable cost obligations to provide waste water service within its service area.

**APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH MUNICIPAL
& FINANCIAL SERVICES GROUP OF ANNAPOLIS, MARYLAND IN THE
NOT-TO-EXCEED AMOUNT OF \$86,700 TO PREPARE A SEWER RATE
ASSESSMENT AND STUDY FOR PROJECT NO. 2313 (SEWER RATE STUDY);
AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT**

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Discussion

In February 2014, staff released a Request for Proposals (RFP) for Project No. 2313 and a total of three (3) proposals were received. A panel consisting of Engineering, Public Works and Finance Department staff reviewed the proposals, and interviewed the three firms and recommended that Municipal & Financial Services Group (MFSG) be selected to complete the Sewer Rate Survey.

MFSG is uniquely qualified to perform this work with over 35 years of experience addressing similar financial and regulatory challenges for many other municipalities. MFSG has performed more than 300 water, wastewater, stormwater and solid waste studies for municipal utilities across the country, including the Cities of Fullerton California and Annapolis Maryland. MFSG has partnered with West Yost Associates of Davis, CA to provide engineering support for the study. West Yost Associates has six offices in Northern California and focusses in the areas of water, wastewater and storm water engineering and management, and currently acts as the District Engineer for the Castro Valley Sanitation District. The Sewer Rate Study prepared by MFSG will be a valuable tool that the City can use on an ongoing basis to review and assess the financial impact of proposed O&M budgets, financial reserves or Capital Improvement Programs and changing service levels. MFSG uses the following four step process to complete a water/sewer rate study:

- Revenue Requirements – Development of the full cost of providing sewer service including operation and maintenance costs, CCCSD service charges, capital costs and deferred maintenance needs;
- Cost of Service – Costs will be separated by function and allocated to customer classes or types of customers based on the cost of providing service;
- Demand Analysis – Review of wastewater generation by customer class and forecasting changes in wastewater generation attributable either the number and type of customer or changes in wastewater generation rates per customer; and
- Utility Pricing – Review of the adequacy of current rates and development of up to two alternative rate designs to address revenue needs. This will include consideration of customer classifications and rate design pricing objectives with specific rate projections.

Staff anticipates that MFSG will begin work immediately after the execution of an Agreement, with completion estimated for March 2015.

Fiscal Impact

The project budget of \$100,000 includes Sewer Enterprise funds and is sufficient to fully fund the cost of this Agreement.

Public Contact

The City Council Agenda was posted.

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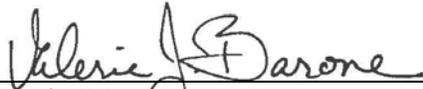
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Recommendation for Action

Staff recommends that the City Council approve a Professional Services Agreement with Municipal & Financial Services Group (MFSG) in the not-to-exceed amount of \$86,700 to prepare a Sewer Rate Assessment and Study for Project No. 2313 (Sewer Rate Study); and authorize the City Manager to execute the agreement.

Prepared by: Shannon Griffin
shannon.griffin@cityofconcord.org

Reviewed by: Robert Ovadia
City Engineer
robert.ovadia@cityofconcord.org



Valerie J. Barone
City Manager

valerie.barone@cityofconcord.org

Reviewed by: Victoria Walker
Director of Comm. & Econ. Develop.
victoria.walker@cityofconcord.org

Attachment 1: Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT ("Agreement") is entered into on October 14, 2014 between the City of
2 Concord ("CITY") and Municipal & Financial Services Group, a Maryland limited liability company,
3 911-A Commerce Road, Annapolis, Maryland 21401 ("CONSULTANT").

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

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

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

10 1. **TERM.** This Agreement shall commence on October 14, 2014 and expire on June 30,
11 2015.

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

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

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

26 3. **PAYMENT.** The compensation to be paid to CONSULTANT including payment for
27 professional services and reimbursable expenses, shall be at the rate and schedules in detail in Exhibit
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1 A. However, shall in no event shall the amount CITY pays CONSULTANT exceed eighty-six
2 thousand, seven hundred dollars (\$86,700) for the term of this Agreement. Any Amendment to this
3 Agreement that includes an increase to this compensation amount shall be made in accordance with
4 Section 5 below.

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

11 **4. AUTHORIZED REPRESENTATIVES.** Authorized representatives shall represent
12 CITY and CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered
13 by CONSULTANT under this Agreement except where approval for the CITY is specifically required
14 by the City Council. The CITY's authorized representative is Robert Ovadia, City Engineer of the
15 Community & Economic Development Department. The CONSULTANT's authorized representative
16 is Edward J. Donahue III, Director.

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

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

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

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

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

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

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

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

23 CONSULTANT'S records, documents, calculations, and all other instruments of service
24 pertaining to actual project shall be given to CITY at the completion of the project. The CITY
25 reserves the right to specify the file format that electronic document deliverables are presented to the
26 CITY. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions
27 and other final work products compiled by the CONSULTANT under the Agreement shall be vested
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1 in the CITY, none of which shall be used in any manner whatsoever, by any person, firm, corporation,
2 or agency without the expressed written consent of the CITY. Basic survey notes and sketches,
3 charts, computations, and other data prepared or obtained under the Agreement shall be made
4 available, upon request, to the CITY without restriction or limitations on their use. CONSULTANT
5 may retain copies of the above-described information but agrees not to disclose or discuss any
6 information gathered, discussed or generated in any way through this Agreement without the written
7 permission of CITY during the term of this Agreement, unless required by law.

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

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

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

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

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

3 **D. Compliance with State Workers' Compensation Requirements.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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25 To CITY:

Robert Ovadia, City Engineer
Community & Economic Development Department
City of Concord
1950 Parkside Drive
Concord, CA 94519-2578
Phone: (925) 671-3470

Fax: (925) 798-9692

To CONSULTANT:

**Edward J. Donahue III, Director
Municipal & Financial Services Group
911-A Commerce Road
Annapolis, Maryland 21401
Phone: (410) 266-9101
Fax: (410) 266-5545**

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

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

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

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

CONSULTANT

CITY OF CONCORD, a Municipal Corporation

By: _____
Name: Edward J. Donahue III
Title: Director
Address: 911-A Commerce Road
Annapolis, Maryland 21401
Telephone: (410) 266-9101

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

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APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

FINANCE DIRECTOR'S CERTIFICATION:

Concord, California

Date: _____, 2014

I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED DURING THE CURRENT FISCAL YEAR 2014/15 TO PAY THE ANTICIPATED EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT. THE SUM OF \$86,700.

Account Code: 7109500C999/7102313111-68000

Finance Director's Signature