



**SAN RAFAEL CITY COUNCIL – MONDAY, AUGUST 6, 2018**

**REGULAR MEETING  
COUNCIL CHAMBERS, CITY HALL  
1400 FIFTH AVENUE, SAN RAFAEL, CALIFORNIA**

**AGENDA**

**OPEN SESSION – COUNCIL CHAMBERS, CITY HALL**

1. None.

**CLOSED SESSION – THIRD FLOOR CONFERENCE ROOM, CITY HALL**

2. Closed Session: - None.

**OPEN TIME FOR PUBLIC EXPRESSION – 7:00 PM**

The public is welcome to address the City Council at this time on matters not on the agenda that are within its jurisdiction. Please be advised that pursuant to Government Code Section 54954.2, the City Council is not permitted to discuss or take action on any matter not on the agenda unless it determines that an emergency exists, or that there is a need to take immediate action which arose following posting of the agenda. Comments may be no longer than two minutes and should be respectful to the community.

**CITY MANAGER’S REPORT:**

3. City Manager’s Report

**CONSENT CALENDAR:**

The opportunity for public comment on consent calendar items will occur prior to the City Council’s vote on the Consent Calendar. The City Council may approve the entire consent calendar with one action. In the alternative, items on the Consent Calendar may be removed by any City Council or staff member, for separate discussion and vote.

4. Consent Calendar Items:

- a. **Approval of Minutes**

- Approval of Minutes of City Council /Successor Agency Regular Meeting of July 16, 2018 (CC)

- Recommended Action – Approve as submitted*

- b. **Marin Emergency Radio Authority Reappointment**

- Reappointment of Fire Chief Christopher Gray to the MERA (Marin Emergency Radio Authority) Executive Board (CC)

- Recommended Action – Approve staff recommendation*

- c. **Quarterly Investment Report**

- Acceptance of City of San Rafael Quarterly Investment Report for the Quarter Ending June 30, 2018 (Fin)

- Recommended Action – Accept report*

- d. **Agreement for Granicus Video Streaming Services**  
Resolution Authorizing the City Manager to Enter Into an Agreement with Granicus, LLC, to Provide Video Streaming and Related Media Services (IT)  
*Recommended Action – Adopt Resolution*
  
- e. **Francisco Boulevard East Sidewalk Improvements**  
Resolution Approving and Authorizing the City Manager to Execute a Professional Services Agreement with BKF Engineers for Right-Of-Way Engineering Services Associated with the Francisco Boulevard East Sidewalk Improvement Project, City Project No. 11349, in an Amount Not to Exceed \$437,216 (PW)  
*Recommended Action – Adopt Resolution*
  
- f. **G Street Improvements – Phase II Project**  
Resolution Awarding and Authorizing the City Manager to Execute the Construction Contract for the G Street Improvements – Phase II Project, City Project No. 11345, to Ghilotti Bros., Inc., in the Amount of \$365,444, and Authorizing Contingency Funds and Other Costs in the Amount of \$44,556, for a Total Appropriated Amount of \$410,000 (PW)  
*Recommended Action – Adopt Resolution*
  
- g. **D Street and Via Sessi Storm Drain Improvements Project**  
Accept Completion of the D Street and Via Sessi Storm Drain Improvements Project (City Project No. 11347), and Authorize the City Clerk to File the Notice of Completion (PW)  
*Recommended Action – Approve staff recommendation*
  
- h. **Victor Jones Park Improvements Project**  
Accept Completion of the Victor Jones Park Improvements Project (City Project No. 11289), and Authorize the City Clerk to File the Notice of Completion (PW)  
*Recommended Action – Approve staff recommendation*

**OTHER AGENDA ITEMS:**

- 5. Other Agenda Items:
  - a. **General Plan 2040 Steering Committee**  
Resolution Amending Resolution 14426, Modifying Appointments to the San Rafael General Plan 2040 Steering Committee and Amending the Adopted Committee Bylaws (CD)  
*Recommended Action – Adopt Resolution*
  
  - b. **Grand Avenue Pathway Connector Project**  
Resolutions Related to the Grand Avenue Pathway Connector Project, City Project No. 11173 (PW)
    - 1) Resolution Rejecting the Bid Protest from Ghilotti Construction Company and Awarding and Authorizing the City Manager to Execute a Construction Agreement for the Grand Avenue Pathway Connector Project to Valentine Corporation in the Amount of \$1,776,870, and Authorizing Contingency Funds in the Amount of \$241,802 for a Total Appropriated Amount of \$2,018,672

2) Resolution Approving and Authorizing the City Manager to Execute a Professional Services Agreement with Coastland Civil Engineering, Inc. for Inspection Services Associated with the Grand Avenue Pathway Connector Project, in the Amount of \$146,328

3) Resolution Approving and Authorizing the City Manager to Execute a Fourth Amendment to the Agreement with Siegfried Engineering, Inc. for Construction Support Services Associated with the Grand Avenue Pathway Connector Project, in the Amount of \$40,000, for a Total Contract Not to Exceed Amount of \$348,737  
*Recommended Action – Adopt Resolutions (3)*

c. **Amended Compensation for Unrepresented Mid-Management Employees**  
Amended Resolution Establishing the Compensation and Working Conditions for Unrepresented Mid-Management Employees (July 1, 2018 Through June 30, 2020) (HR)  
*Recommended Action – Direct staff to return with Resolution*

d. **Amended Compensation for Executive Management Employees**  
Amended Resolution Establishing the Compensation and Working Conditions for Unrepresented Executive Management Employees (July 1, 2018 Through June 30, 2020) (HR)  
*Recommended Action – Direct staff to return with Resolution*

e. **Amended Compensation for Elected City Clerk and Elected Part-Time City Attorney**  
Amended Resolution Establishing the Compensation and Working Conditions for the Elected City Clerk and Elected Part Time City Attorney (July 1, 2018 Through June 30, 2020) (HR)  
*Recommended Action – Direct staff to return with Resolution*

**COUNCILMEMBER REPORTS / REQUESTS FOR FUTURE AGENDA ITEMS:**  
**(including AB 1234 Reports on Meetings and Conferences Attended at City Expense)**

6. Councilmember Reports:

**SAN RAFAEL SUCCESSOR AGENCY:**

1. Consent Calendar:

a. **Successor Agency Quarterly Investment Report**  
Accept Investment Report for the Quarter Ending June 30, 2018 (Fin)  
*Recommended Action – Accept report*

**ADJOURNMENT:**

*Any records relating to an agenda item, received by a majority or more of the Council less than 72 hours before the meeting, shall be available for inspection in the City Clerk's Office, Room 209, 1400 Fifth Avenue, and placed with other agenda-related materials on the table in front of the Council Chamber prior to the meeting. Sign Language interpreters and assistive listening devices may be requested by calling (415) 485-3198 (TDD) or (415) 485-3066 (voice) at least 72 hours in advance. Copies of documents are available in accessible formats upon request. Public transportation is available through Golden Gate Transit, Line 22 or 23. Paratransit is available by calling Whistlestop. Wheels at (415) 454-0964. To allow individuals with environmental illness or multiple chemical sensitivity to attend the meeting/hearing, individuals are requested to refrain from wearing scented products.*

In the Council Chambers of the City of San Rafael, Monday, July 16, 2018



**Regular Meeting  
San Rafael City Council**

**Minutes**

Present: Mayor Phillips  
Councilmember Bushey  
Councilmember Colin  
Councilmember McCullough

Absent: Vice-Mayor Gamblin

Also Present: City Manager Jim Schutz  
City Attorney Robert Epstein  
City Clerk Lindsay Lara

**OPEN SESSION – COUNCIL CHAMBERS, CITY HALL – 5:30 PM**

1. Mayor Phillips announced Closed Session item

**CLOSED SESSION – THIRD FLOOR CONFERENCE ROOM, CITY HALL – 5:30 PM**

2. Closed Session:
  - a. Conference with Labor Negotiators  
Government Code Section 54957.6  
Lead Negotiator: Timothy L. Davis (Burke, Williams & Sorensen)  
Agency Designated Representatives: Jim Schutz, Cristine Alilovich, Stacey Peterson, Lauren Monson, Mark Moses, Nadine Hade, Christopher Gray, Diana Bishop  
Employee Organizations: Public Employee Union, Local 1; San Rafael Firefighters' Association; San Rafael Police Association; San Rafael Police Mid-Management Association; SEIU Local 1021; Western Council of Engineers; San Rafael Fire Chief Officers' Association  
Unrepresented Employees: Executive Management group; Mid-Management group; Elected City Clerk and Elected Part-time City Attorney group

City Attorney Robert Epstein announced there was no reportable action taken in closed session

**OPEN TIME FOR PUBLIC EXPRESSION – 7:00 PM**

Carl Huber, San Rafael Police Association President, addressed the City Council regarding labor negotiations

Mayor Phillips

The following members of the public addressed the City Council regarding the San Rafael Firefighters' Association:

- Rob Winner, Andy Rogerson, Anthony Elviso, Steven Coleman, Conan Kelly, Eric MacAusland, Ashley Alvarez, Laura Minard

Mary Luz addressed the City Council regarding safety and crimes in San Rafael

Mayor Phillips

Andy Rogerson expressed thanks to the City Council for their time

**CITY MANAGER'S REPORT:**

**3. City Manager's Report**

- City Clerk Lindsay Lara introduced newly hired Deputy City Clerk Brittany Bober
- City Manager Jim Schutz reported on:
  - California Public Utilities Commission (CPUC) approval of the Anderson Drive intersection;
  - Phased parking improvements in East San Rafael;
  - General Plan 2040;
  - Climate Change Action Plan 2030;
  - San Rafael Sunset Criterium to be held Saturday, July 28, 2018

**CONSENT CALENDAR:**

**4. Consent Calendar Items:**

Councilmember Bushey moved and Councilmember Colin seconded to approve Consent Calendar Items:

**a. Approval of Minutes**

**Approval of Minutes of City Council /Successor Agency Regular Meetings of June 18, 2018 and July 2, 2018 and Approval of Minutes of Special City Council Meeting of June 26, 2018 (CC)**

[Regular Minutes 06-18-2018](#)

[Regular Minutes 07-02-2018](#)

[Special Mtg Minutes 06-26-2018](#)

Approved Minutes as submitted

**b. Design Review Board Appointment**

**Appointment of Larry Paul to Fill One Four-Year Term on the San Rafael Design Review Board to the End of June 2022, Due to Expiration of Term of Cheryl Lentini (CC)**

[Design Review Board Appointment](#)

Approved staff recommendation

**c. Measure G Cannabis Industry Tax Election Results**

**Resolution Declaring Canvass of Returns and Results of Consolidated Special Municipal Election Held on June 5, 2018 Regarding Measure G - Cannabis Industry Tax; and Acceptance of the City Clerk's Designation of the Ordinance as Ordinance 1961 to Be Inserted in the Municipal Code (CC)**

[Cannabis Industry Tax - Measure G](#)

RESOLUTION 14542 - DECLARING CANVASS OF RETURNS AND RESULTS OF CONSOLIDATED SPECIAL MUNICIPAL ELECTION HELD ON JUNE 5, 2018 REGARDING MEASURE G – CANNABIS INDUSTRY TAX

- d. **Automated Building Inspection Scheduling  
Resolution Authorizing the City Manager to Execute a Master Services & Hosting Agreement for An Interactive Voice Recognition (IVR) System with Selectron Technologies, Inc. Not-to-Exceed a Budget Amount of \$95,880 (CD)**  
[Automated Building Inspection Scheduling](#)

RESOLUTION 14543 - AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER SERVICES & HOSTING AGREEMENT FOR AN INTERACTIVE VOICE RECOGNITION (IVR) SYSTEM WITH SELECTRON TECHNOLOGIES, INC. NOT-TO-EXCEED A BUDGET AMOUNT OF \$95,880

- e. **2017 Storm Damage Repair - #21 San Pablo Avenue  
Resolution Awarding and Authorizing the City Manager to Execute, a Construction Agreement for the 2017 Storm Damage Repair at #21 San Pablo Avenue to Hillside Drilling, Inc., in the Amount of \$198,850; and Authorizing Contingency Funds in the Amount of \$21,150 for a Total Appropriated Amount of \$220,000 (PW)**  
[#21 San Pablo Avenue Storm Damage Repair](#)

RESOLUTION 14544 - AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE, A CONSTRUCTION AGREEMENT FOR THE 2017 STORM DAMAGE REPAIR AT #21 SAN PABLO AVENUE TO HILLSIDE DRILLING, INC., IN THE AMOUNT OF \$198,850; AND AUTHORIZING CONTINGENCY FUNDS IN THE AMOUNT OF \$21,150 FOR A TOTAL APPROPRIATED AMOUNT OF \$220,000

- f. **2017 Storm Damage Repair - #80 Upper Toyon Drive  
Resolution Awarding and Authorizing the City Manager to Execute, a Construction Agreement for the 2017 Storm Damage Repair at #80 Upper Toyon Drive to Maggiora & Ghilotti, Inc., in the Amount of \$259,259; and Authorizing Contingency Funds in the Amount of \$30,741 for a Total Appropriated Amount of \$290,000 (PW)**  
[#80 Upper Toyon Drive Storm Damage](#)

RESOLUTION 14545 - AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE, A CONSTRUCTION AGREEMENT FOR THE 2017 STORM DAMAGE REPAIR AT #80 UPPER TOYON DRIVE TO MAGGIORA & GHILOTTI, INC., IN THE AMOUNT OF \$259,259; AND AUTHORIZING CONTINGENCY FUNDS IN THE AMOUNT OF \$30,741 FOR A TOTAL APPROPRIATED AMOUNT OF \$290,000

AYES: Councilmembers: Bushey, Colin, McCullough & Mayor Phillips  
NOES: Councilmembers: None  
ABSENT: Councilmembers: Gamblin

**PUBLIC HEARINGS:**

- 5. **Public Hearings:**
  - a. **San Rafael Bicycle and Pedestrian Master Plan  
Resolution Adopting a Negative Declaration for the San Rafael Bicycle and Pedestrian Master Plan 2018 Update; Resolution Adopting the San Rafael Bicycle and Pedestrian Master Plan 2018 Update (PW)**  
[San Rafael Bicycle and Pedestrian Master Plan](#)

Kevin McGowan, Assistant Public Works Director, introduced Steve Kinsey, Alta Planning, and Lauren Davini, who presented the staff report

Lauren Davini, Traffic Engineer

Steve Kinsey, Alta Planning

Mayor Phillips / City Attorney Robert Epstein

Councilmember Colin / Steve Kinsey

Councilmember Colin / Steve Kinsey

Councilmember McCullough / Lauren Davini / Steve Kinsey

Mayor Phillips

Mayor Phillips declared the public hearing opened

Bjorn Gripenburg on behalf of the Marin County Bicycle Coalition requested the following modifications to the Master Plan:

- Projects D-8 through D-10: Recommended removal of the "Cross Marin Bikeway" and "NS Greenway" references; these are pedestrian projects only.
- Projects D-7 and D-11: Recommended use of a vague description because the connection between B Street and Andersen Drive may also cut through the B Street Community Center parking lot. (D-7 is the project itself, but D-11 references the "Safeway Path")

DJ Allison, Bicycle and Pedestrian Advisory Committee

Patrick Seidler, Transportation Alternatives for Marin

Kate Powers, Bicycle and Pedestrian Advisory Committee

Jean Severinghaus

There being no further comment from the audience, Mayor Phillips closed the public hearing

Mayor Phillips

Lauren Davini

Mayor Phillips / Steve Kinsey

City Attorney Robert Epstein

Councilmember Colin moved and Councilmember McCullough seconded to adopt the Resolution as amended to add "WHEREAS, the Bicycle and Pedestrian Master Plan 2018 Update is a policy document that includes a lengthy list of measures and improvements that will be implemented over time. Prior to implementation, all projects and actions proposed in the plan will require separate City approval and/or allocation of funds, as well as CEQA review and clearance; and"

RESOLUTION 14546 - RESOLUTION ADOPTING A NEGATIVE DECLARATION FOR THE SAN RAFAEL BICYCLE AND PEDESTRIAN MASTER PLAN 2018 UPDATE

AYES: Councilmembers: Bushey, Colin, McCullough & Mayor Phillips  
NOES: Councilmembers: None  
ABSENT: Councilmembers: Gamblin

Councilmember Colin moved and Councilmember Bushey seconded to adopt the Resolution subject to revisions suggested by the Marin County Bicycle Coalition

RESOLUTION 14547 - RESOLUTION ADOPTING THE SAN RAFAEL BICYCLE AND PEDESTRIAN MASTER PLAN 2018 UPDATE

AYES: Councilmembers: Bushey, Colin, McCullough & Mayor Phillips  
NOES: Councilmembers: None  
ABSENT: Councilmembers: Gamblin

Talia Smith, Senior Management Analyst, presented items 5.b and 5.c together:

- b. Baypoint Lagoons Landscaping and Lighting Assessment District Resolution Confirming the Engineer's Annual Levy Report for the Baypoint Lagoons Assessment District, and the Assessment Diagram Connected Therewith, and Ordering the Levy and Collection of Assessments for Fiscal Year 2018-19 (PW)**  
[Baypoint Lagoons Landscaping and Lighting Assessment District](#)
  
- c. Point San Pedro Road Median Landscaping Assessment District Resolution Confirming the Engineer's Annual Levy Report for the Point San Pedro Road Median Landscaping Assessment District, and the Assessment Diagram Connected Therewith, and Ordering the Levy and Collection of Assessments for Fiscal Year 2018-19 (PW)**  
[Pt. San Pedro Rd. Median Landscaping Assessment](#)

Kevin McGowan, Assistant Public Works Director, introduced Talia Smith, Senior Management Analyst, who presented the staff report

Talia Smith gave a presentation on items 5.b and 5.c

Talia Smith presented the staff report for item 5.c

Talia Smith / City Attorney Robert Epstein

Talia Smith, Senior Management Analyst, presented the staff report for item 5.b

Kevin McGowan

Mayor Phillips

Councilmember McCullough / Talia Smith

Mayor Phillips declared the public hearing open for item 5.b, however, there was no comment from the audience

Councilmember McCullough moved and Councilmember Colin seconded to adopt the Resolution



RESOLUTION 14548 - RESOLUTION CONFIRMING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE BAYPOINT LAGOONS ASSESSMENT DISTRICT, AND THE ASSESSMENT DIAGRAM CONNECTED THEREWITH, AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2018-19

AYES: Councilmembers: Bushey, Colin, McCullough & Mayor Phillips  
NOES: Councilmembers: None  
ABSENT: Councilmembers: Gamblin

Councilmember Colin / Talia Smith

Mayor Phillips

Councilmember Colin / Talia Smith

Councilmember Bushey / Talia Smith

Councilmember Bushey / Talia Smith

Councilmember Bushey / Talia Smith

Councilmember McCullough

Mayor Phillips declared the public hearing for item 5.c opened

Kevin Hagerty, Pt. San Pedro Road Coalition

Mayor Phillips

Jim Dickson, Pt. San Pedro Road Coalition

Mayor Phillips

There being no further comment from the audience on item 5.c, Mayor Phillips closed the public hearing

Councilmember McCullough

Councilmember McCullough moved and Councilmember Bushey seconded to adopt the Resolution

RESOLUTION 14549 - RESOLUTION CONFIRMING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE POINT SAN PEDRO ROAD MEDIAN LANDSCAPING ASSESSMENT DISTRICT, AND THE ASSESSMENT DIAGRAM CONNECTED THEREWITH, AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2018-19

AYES: Councilmembers: Bushey, Colin, McCullough & Mayor Phillips  
NOES: Councilmembers: None  
ABSENT: Councilmembers: Gamblin

**OTHER AGENDA ITEMS:**

**6. Other Agenda Items:**

**a. Downtown Streets Team**

**Resolution Authorizing the City Manager to Execute a Three-Year Agreement with the Downtown Streets Team for Homeless Support Services in Fiscal Years 2018-2019, 2019-2020 and 2020-2021, In an Amount Not to Exceed \$300,000 (CM)**  
[Downtown Streets Team](#)

Andrew Hening, Director of Homeless Planning and Outreach

Councilmember McCullough / City Manager Jim Schutz

Councilmember McCullough / City Attorney Robert Epstein

Mayor Phillips re-introduced the City Manager's Report

City Manager Jim Schutz introduced Andrew Hening to provide an update on homelessness

Andrew Hening

Andrew Hening presented the staff report

Mayor Phillips

Mayor Phillips / Andrew Hening

Mayor Phillips / Andrew Hening

Mayor Phillips / Andrew Hening

Mayor Phillips / Andrew Hening

Mayor Phillips

Mayor Phillips invited public comment; however, there was none

Councilmember Colin

Councilmember McCullough

Mayor Phillips

Councilmember Colin moved and Councilmember McCullough seconded to adopt the Resolution

Councilmember McCullough

RESOLUTION 14550 - RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A THREE-YEAR AGREEMENT WITH THE DOWNTOWN STREETS TEAM FOR HOMELESS SUPPORT SERVICES IN FISCAL YEARS 2018-2019, 2019-2020 AND 2020-2021, IN AN AMOUNT NOT TO EXCEED \$300,000

AYES: Councilmembers: Bushey, Colin, McCullough & Mayor Phillips  
NOES: Councilmembers: None  
ABSENT: Councilmembers: Gamblin

- b. **Public Employee Union Local 1 - Confidential Memorandum of Understanding Resolution Establishing the Memorandum of Understanding Between the City and Public Employee Union Local 1 - Confidential Pertaining to Compensation and Working Conditions (July 1, 2018 Through June 30, 2020) (HR)**  
[PEU Local 1 Confidential MOU](#)

City Attorney Robert Epstein presented the staff report

Mayor Phillips

Mayor Phillips invited public comment; however, there was none

Councilmember Colin moved and Councilmember McCullough seconded to adopt the Resolution

RESOLUTION 14551 - RESOLUTION ESTABLISHING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND PUBLIC EMPLOYEE UNION LOCAL 1 - CONFIDENTIAL PERTAINING TO COMPENSATION AND WORKING CONDITIONS

AYES: Councilmembers: Bushey, Colin, McCullough & Mayor Phillips  
NOES: Councilmembers: None  
ABSENT: Councilmembers: Gamblin

- c. **Grand Jury Report on Body Worn Cameras Resolution Approving and Authorizing the Mayor to Execute the City's Response to the June 1, 2018 Marin County Grand Jury Report Entitled "Body-Worn Cameras and Marin Law Enforcement Follow Up Report" (PD)**  
[Grand Jury Report on Body Worn Cameras](#)

Chief of Police Diana Bishop presented the staff report

Mayor Phillips

Mayor Phillips / Chief Bishop

Mayor Phillips invited public comment; however, there was none

Councilmember McCullough / Chief Bishop

Councilmember McCullough / Chief Bishop

City Attorney Robert Epstein

Councilmember Bushey moved and Councilmember McCullough seconded to adopt the Resolution as amended to include language in Recommendations 4 and 5 that the Police Department look for future opportunities to work with the law enforcement agencies in Marin County to share purchasing opportunities and resources

RESOLUTION 14552 - RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE CITY'S RESPONSE TO THE JUNE 1, 2018 MARIN COUNTY GRAND JURY REPORT ENTITLED "BODY-WORN CAMERAS AND MARIN LAW ENFORCEMENT FOLLOW UP REPORT"

AYES: Councilmembers: Bushey, Colin, McCullough & Mayor Phillips  
NOES: Councilmembers: None  
ABSENT: Councilmembers: Gamblin

- d. **Grand Avenue Pathway Connector Project**  
**Resolutions Related to the Grand Avenue Pathway Connector Project, City Project No. 11173 (PW)**
- 1) **Resolution Awarding and Authorizing the City Manager to Execute a Construction Agreement for the Grand Avenue Pathway Connector Project to Valentine Corporation in the Amount of \$1,776,870, and Authorizing Contingency Funds in the Amount of \$241,802 for a Total Appropriated Amount of \$2,018,672**
  - 2) **Resolution Approving and Authorizing the City Manager to Execute a Professional Services Agreement with Coastland Civil Engineering, Inc. for Inspection Services Associated with the Grand Avenue Pathway Connector Project, in the Amount of \$146,328**
  - 3) **Resolution Approving and Authorizing the City Manager to Execute a Fourth Amendment to the Agreement with Siegfried Engineering, Inc. for Construction Support Services Associated with the Grand Avenue Pathway Connector Project, in the Amount of \$40,000, for a Total Contract Not to Exceed Amount of \$348,737**  
[Grand Avenue Pathway](#)

[Mayor Phillips](#)

[City Attorney Robert Epstein](#)

[Councilmember McCullough moved and Councilmember Bushey seconded to continue to August 6, 2018](#)

AYES: Councilmembers: Bushey, Colin, McCullough & Mayor Phillips  
NOES: Councilmembers: None  
ABSENT: Councilmembers: Gamblin

**COUNCILMEMBER REPORTS / REQUESTS FOR FUTURE AGENDA ITEMS:**

7. **Councilmember Reports: None**

**SAN RAFAEL SUCCESSOR AGENCY**

1. **Consent Calendar: None**

**ADJOURNMENT:**

Mayor Phillips adjourned the City Council meeting at 9:09 p.m.

\_\_\_\_\_  
LINDSAY LARA, City Clerk

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018

\_\_\_\_\_  
GARY O. PHILLIPS, Mayor



**SAN RAFAEL CITY COUNCIL STAFF REPORT**

Department: City Clerk

Prepared by: Lindsay Lara,  
City Clerk

City Manager Approval: \_\_\_\_\_

**TOPIC: MARIN EMERGENCY RADIO AUTHORITY (MERA) REAPPOINTMENT**

**SUBJECT: REAPPOINTMENT OF FIRE CHIEF CHRISTOPHER GRAY TO THE MERA EXECUTIVE BOARD**

**RECOMMENDATION:**

Reappoint Fire Chief Christopher Gray to the MERA Executive Board.

**BACKGROUND:**

The [Marin Emergency Radio Authority \(MERA\)](#) is a [Joint Powers Authority \(JPA\) formed in 1998](#) to plan, finance, implement, manage, own, and operate a multijurisdictional and countywide public safety, public service, and emergency radio system. The system helps unify public safety response and ensures communication among individual agencies and departments.

Originally MERA was governed by a Governing Board comprised of representatives from the County of Marin, all cities, towns, and fire districts in Marin, and other special districts such as the Marin Municipal Water District. Effective [June 20, 2012 the MERA Board of Directors adopted a new governance structure, which included an Executive Board.](#)

The new governance structure was made to the JPA which retains MERA Governing Board's ultimate control over the Authority while providing for the delegation of day-to-day operations to an Executive Board in accordance with the Governing Board's annual budget and work plan. The intention of the New Governance Structure was to maintain final authority with the Governing Board while streamlining and improving operations and eliminating redundancy of effort.

The Executive Board is responsible to the Governing Board for the administration and management of Authority affairs and for the provision of assistance and advice to the Governing Board. The Executive Board is comprised of nine voting members that consist of representatives from the County of Marin, City of San Rafael, City of Novato, Fire Services, Police Departments, Ross Valley agencies, Southern Marin cities and towns, County Sheriff and Special Districts. All members of the Executive Board serve two-year terms and may be reappointed, except for the County Sheriff or his/her designee, who serves as a voting member on an indefinite basis.

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**FOR CITY CLERK ONLY**

Council Meeting: \_\_\_\_\_

Disposition: \_\_\_\_\_

Currently, Fire Chief Christopher Gray serves as the City of San Rafael's representative on the Executive Board. However, his two-year term will expire on September 12, 2018. MERA has requested that the City of San Rafael continue this representation and staff recommends the reappointment of Fire Chief Christopher Gray to an additional two-year term on the MERA Executive Board. Chief Gray has indicated that he wishes to continue serving on MERA's Executive Board.

**FISCAL IMPACT:**

There is no fiscal impact associated with this item.

**RECOMMENDED ACTION:**

Reappoint Fire Chief Christopher Gray to the MERA Executive Board.




**Agenda Item No: 4.c**  
**Meeting Date: August 6, 2018**

**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

**Department: Finance Department**

**Prepared by: Nadine Hade**  
Interim Finance Director

**City Manager Approval:** \_\_\_\_\_ 

**TOPIC: QUARTERLY INVESTMENT REPORT**

**SUBJECT: ACCEPTANCE OF CITY OF SAN RAFAEL QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDING JUNE 30, 2018**

**RECOMMENDATION:** Accept investment report for the quarter ending June 30, 2018, as presented.

**BACKGROUND:** Pursuant to the State of California Government Code Section 53601, and the City's investment policy, last approved by the City Council on June 18, 2018, staff provides the governing body a quarterly report on the City's investment activities and liquidity. Included in the report are the cost of each investment, the interest rates (yield), maturity dates, and market value. Separate reports are prepared for the City and the Successor Agency to San Rafael Redevelopment Agency.

The City invests a portion of its pooled funds in the Local Agency Investment Fund (LAIF), a State-run investment pool. Beginning in March 2014, the City incorporated an investment strategy that added purchases of securities outside of LAIF with the assistance of its investment advisor, Insight Investment.

In addition to operational funds the City manages, the City is also directing the investment of funds held by a Trustee for the Essential Public Safety Facilities. As of June 30, 2018, the balance was \$50,124,035 and the portfolio had a yield of 2.06%.

**ANALYSIS:** As of June 30, 2018, the primary LAIF account had a balance of \$19,345,352. The other LAIF account holding housing funds for future administrative expenses contained \$146,778. Portfolio returns on LAIF deposits were 1.85% for the quarter. The remaining investment assets included the \$1,455,700 balance of Pt. San Pedro Assessment District bonds, and \$24,610,027 in government agency securities and corporate bonds (including T-Note, US Bancorp, Berkshire Hathaway Inc., Toyota Motor Credit Corp., and FNMA). The overall portfolio returns for the quarter ended June 30, 2018 was 1.74%.

The City's Westamerica account had a balance of \$11,591,230 at quarter end.

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**FOR CITY CLERK ONLY**

**File No.:** \_\_\_\_\_

**Council Meeting:** \_\_\_\_\_

**Disposition:** \_\_\_\_\_

Exhibit A is composed of three parts: (1) Quarterly Investment Portfolio Report; (2) Historical Activity By Quarter summarizing the City's investments; and (3) the three monthly investment reports from Insight Investment for the quarter.

**FISCAL IMPACT:** No financial impact occurs by adopting the report. The City continues to meet the priority principles of investing - safety, liquidity and yield in respective order. The portfolio remains conservatively invested. Sufficient liquidity exists to meet daily operating and capital project requirements for the next six months. Operating funds, as defined for this report, exclude cash held with fiscal agents for the payment of bond principal and interest.

**RECOMMENDATION:** Accept investment report for the quarter ending June 30, 2018, as presented.

**ATTACHMENTS:**

1. Quarterly Investment Portfolio Report
2. Historical Activity by Quarter Report
3. Insight Investment Statements, April through June 2018



I CERTIFY THAT ALL INVESTMENTS MADE ARE IN CONFORMANCE WITH THE CITY'S APPROVED INVESTMENT POLICY AND STATE INVESTMENT REGULATIONS. THE CITY HAS SUFFICIENT LIQUIDITY TO MEET ALL OF THE OBLIGATIONS REQUIRED DURING THE NEXT SIX-MONTH PERIOD.

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NADINE HADE  
INTERIM FINANCE DIRECTOR

# City of Rafael

## Quarterly Investment Portfolio Report

### June 30, 2018

Internally Managed Assets		%	Return
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LAIF	\$ 19,345,352	99.2%	1.85%
LAIF - RDA	\$ 146,778	0.8%	1.85%

**Total Internally Managed**    \$ 19,492,130    44.2%

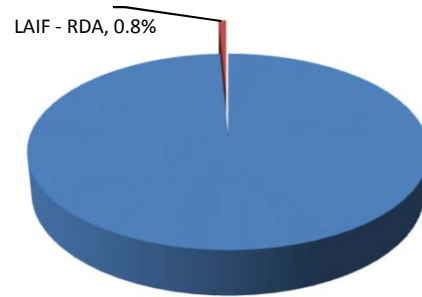
**Weighted Average Yield**    **1.85%**

Days

Effective Average Duration - Internal    1

Weighted Average Maturity - Internal    1

LAIF, 99.2%



Externally Managed Assets		%	Return
---------------------------	--	---	--------

Cash	\$ 170,357	0.7%	0.00%
Treasury Securities	\$ 4,434,357	18.0%	1.61%
Instrumentality Securities	\$ 15,515,087	63.0%	1.41%
Corporate Notes	\$ 3,034,526	12.3%	1.35%
Municipal	\$ 1,455,700	5.9%	5.25%
<b>Total Externally Managed</b>	<b>\$ 24,610,027</b>	<b>55.8%</b>	

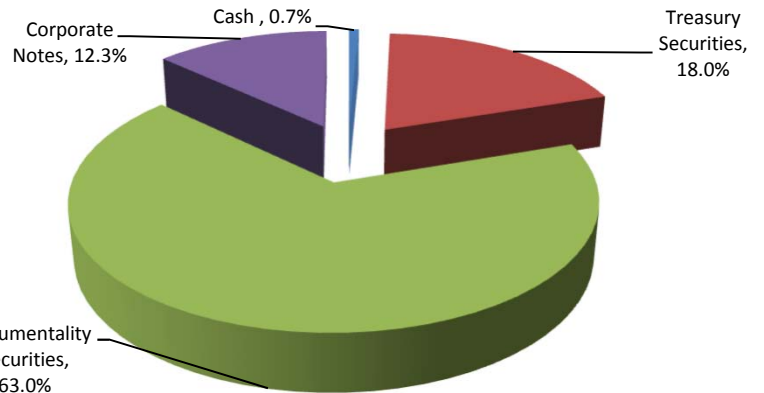
**Weighted Average Yield**    **1.66%**

Years

Effective Average Duration - External    1.68

Weighted Average Maturity - External    1.96

Instrumentality Securities, 63.0%



Total Portfolio Assets		%	Return
------------------------	--	---	--------

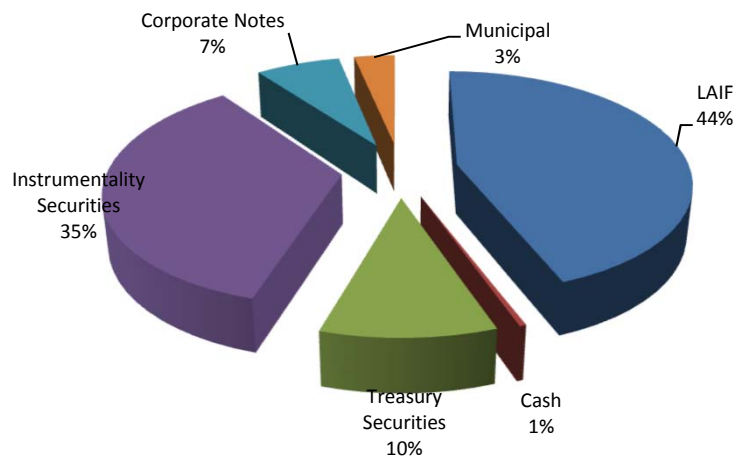
LAIF	\$ 19,492,130	44.2%	1.85%
Cash	\$ 170,357	0.4%	0.00%
Treasury Securities	\$ 4,434,357	10.1%	1.61%
Instrumentality Securities	\$ 15,515,087	35.2%	1.41%
Corporate Notes	\$ 3,034,526	6.9%	1.35%
Municipal	\$ 1,455,700	3.3%	5.25%
<b>Total Portfolio Assets</b>	<b>\$ 44,102,157</b>		

**Weighted Average Yield**    **1.74%**

Years

Effective Average Duration - Total    0.94

Weighted Average Maturity - Total    1.09



Based on Market Values

## City of San Rafael Historical Activity-By Quarter

	June 30, 2018			March 31, 2018			December 31, 2017			September 30, 2017			June 30, 2017		
		%	Return		%	Return		%	Return		%	Return		%	Return
<b>Internally Managed Assets</b>															
LAIF	\$ 19,345,352	99.2%	1.85%	\$ 19,257,368	99.2%	1.43%	\$ 24,197,411	99.4%	1.18%	\$ 26,120,827	99.4%	1.08%	\$ 34,063,133	99.6%	0.91%
LAIF - Housing	\$ 146,778	0.8%	1.85%	\$ 146,234	0.8%	1.43%	\$ 145,792	0.6%	1.18%	\$ 145,398	0.6%	1.08%	\$ 145,064	0.4%	0.91%
<b>Total Internally Managed</b>	<b>\$ 19,492,130</b>	<b>44.2%</b>		<b>\$ 19,403,602</b>	<b>44.1%</b>		<b>\$ 24,343,203</b>	<b>49.8%</b>		<b>\$ 26,266,225</b>	<b>51.7%</b>		<b>\$ 34,208,197</b>	<b>58.2%</b>	
<b>Weighted Average Yield</b>			<b>1.85%</b>			<b>1.43%</b>			<b>1.18%</b>			<b>1.08%</b>			<b>0.91%</b>
			Days			Days			Days			Days			Days
<b>Externally Managed Assets</b>															
Cash	\$ 170,357	11.7%	0.00%	\$ 115,317	0.5%	0.00%	\$ 95,875	0.4%	0.00%	\$ 132,133	0.5%	0.00%	\$ 34,392	0.1%	0.00%
Commercial Paper	\$ -	0.0%	0.00%	\$ -	0.0%	0.00%	\$ -	0.0%	0.00%	\$ -	0.0%	0.00%	\$ -	0.0%	0.00%
Treasury Securities	\$ 4,434,357	18.0%	1.61%	\$ 4,439,353	18.1%	1.61%	\$ 4,465,904	18.2%	1.33%	\$ 4,390,921	17.9%	1.21%	\$ 4,146,098	16.9%	1.08%
Instrumentality Securities	\$ 15,515,087	63.0%	1.41%	\$ 15,006,092	61.1%	1.38%	\$ 14,476,033	59.0%	1.28%	\$ 14,554,167	59.2%	1.17%	\$ 14,829,261	60.3%	1.02%
Corporate Notes	\$ 3,034,526	12.3%	1.35%	\$ 3,529,912	14.4%	1.32%	\$ 4,040,998	16.5%	1.34%	\$ 4,053,171	16.5%	1.34%	\$ 4,058,635	16.5%	1.27%
Municipal/Assessment District	\$ 1,455,700	5.9%	5.25%	\$ 1,455,700	5.9%	5.25%	\$ 1,455,700	5.9%	5.25%	\$ 1,455,700	5.9%	5.25%	\$ 1,520,800	6.2%	5.25%
<b>Total Externally Managed</b>	<b>\$ 24,610,027</b>	<b>55.8%</b>		<b>\$ 24,546,375</b>	<b>55.9%</b>		<b>\$ 24,534,510</b>	<b>50.2%</b>		<b>\$ 24,586,091</b>	<b>48.3%</b>		<b>\$ 24,589,185</b>	<b>41.8%</b>	
<b>Weighted Average Yield</b>			<b>1.66%</b>			<b>1.64%</b>			<b>1.53%</b>			<b>1.44%</b>			<b>1.33%</b>
			Years			Years			Years			Years			Years
Effective Average Duration - External			1.68			1.91			2.00			1.98			1.68
Weighted Average Maturity - External			1.96			2.20			2.31			2.37			2.03
<b>Total Portfolio Assets</b>															
LAIF	\$ 19,492,130	44.2%	1.85%	\$ 19,403,602	44.1%	1.43%	\$ 24,343,203	49.8%	1.18%	\$ 26,266,225	51.7%	1.08%	\$ 34,208,197	58.2%	0.91%
Cash	\$ 170,357	0.4%	0.00%	\$ 115,317	0.3%	0.00%	\$ 95,875	0.2%	0.00%	\$ 132,133	0.3%	0.00%	\$ 34,392	0.1%	0.00%
Treasury Securities	\$ 4,434,357	10.1%	0.00%	\$ 4,439,353	10.1%	1.61%	\$ 4,465,904	9.1%	1.33%	\$ 4,390,921	8.6%	1.21%	\$ 4,146,098	7.1%	1.08%
Instrumentality Securities	\$ 15,515,087	35.2%	1.61%	\$ 15,006,092	34.1%	1.38%	\$ 14,476,033	29.6%	1.28%	\$ 14,554,167	28.6%	1.17%	\$ 14,829,261	25.2%	1.02%
Corporate Notes	\$ 3,034,526	6.9%	1.41%	\$ 3,529,912	8.0%	1.32%	\$ 4,040,998	8.3%	1.34%	\$ 4,053,171	8.0%	1.34%	\$ 4,058,635	6.9%	1.27%
Municipal/Assessment District	\$ 1,455,700	3.3%	1.35%	\$ 1,455,700	3.3%	5.25%	\$ 1,455,700	3.0%	5.25%	\$ 1,455,700	2.9%	5.25%	\$ 1,520,800	2.6%	5.25%
<b>Total Portfolio Assets</b>	<b>\$ 44,102,157</b>			<b>\$ 43,949,978</b>			<b>\$ 48,877,713</b>			<b>\$ 50,852,316</b>			<b>\$ 58,797,383</b>		
<b>Weighted Average Yield</b>			<b>1.74%</b>			<b>1.55%</b>			<b>1.36%</b>			<b>1.25%</b>			<b>1.09%</b>
			Years			Years			Years			Years			Years
Effective Average Duration - Total			0.94			1.07			1.01			0.96			0.70
Weighted Average Maturity - Total			1.09			1.23			1.16			1.15			0.85

### Performance Recap

- The weighted average quarterly portfolio yield increased from 1.55% to 1.74% during the past quarter. The yield has increased over the past year, from 1.09% in the quarter ended June 30, 2017 to 1.74% in the most recent quarter.
- This trend is reflective of the general increase in interest rates that occurred throughout the year.
- The effective average duration has decreased, from 1.07 to .94 years since last quarter as the City is still shortening it's investments in preparation of higher interest rates.
- The total portfolio assets held steady during the quarter.

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# SAN RAFAEL

April 2018

➤ A BNY MELLON COMPANY<sup>SM</sup>

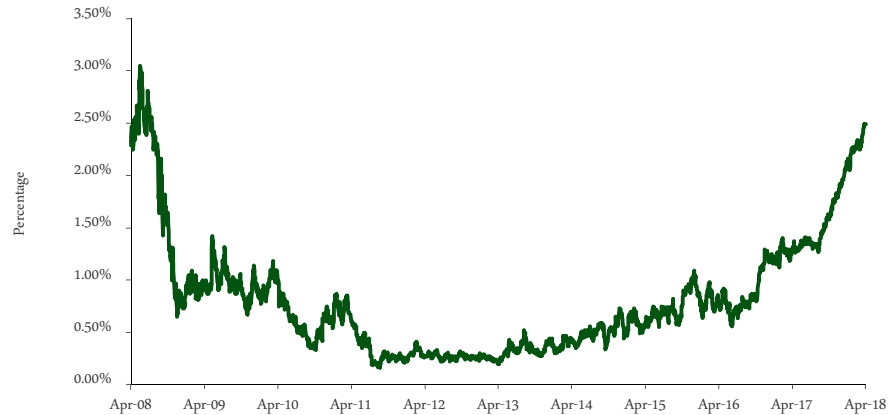


# Contents

Fixed income market review	3
Activity and performance summary	4
Recap of securities held	6
Maturity distribution of securities held	7
Securities held	8
GASB 40 - Deposit and investment risk disclosure	12
Transaction report	15
Additional information	16

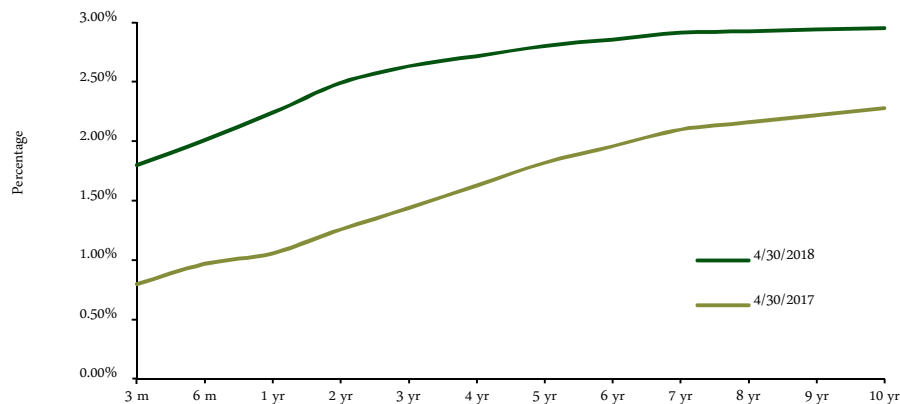
As of April 30, 2018

Chart 1: 2-year Treasury note yield: 04/30/2008—04/30/2018



Source: Bloomberg Finance LP, April 30, 2018.

Chart 2: Treasury yield curve: 04/30/2017 and 04/30/2018



Source: Bloomberg Finance LP, April 30, 2018.

## Economic Indicators and Monetary Policy

Continuing strength in the US economy was illustrated by many economic releases during April. That data, along with expectations for further rate increases by the Federal Reserve and growing concerns about potentially higher future Treasury issuance, contributed to rising interest rates across the yield curve during the month. The 10-year Treasury note closed in April with a yield over 3% for the first time since December 2013 before retreating to 2.95% at month-end. The yield on the 2-year Treasury note increased 22bp during April to end the month at nearly 2.5%, a level not seen since 2008. (See Chart 1).

The March payroll report was released on April 6. Average hourly earnings increased 0.3% in March to a year-over-year rate of 2.7%, in line with expectations and 0.1% higher than February's annual level. The unemployment rate held steady at 4.1% while the underemployment rate decreased 0.2% to 8.0% in March. Although jobs added disappointed somewhat at 103,000 versus expectations for 185,000, February job growth was revised up to 326,000 from 313,000.

The Institute for Supply Management (ISM) Manufacturing Index was released on April 2 at 59.3 and the Non-Manufacturing Index was released on April 4 at 58.8 for March. Both indices reflect an expanding economic environment and comments from business leaders showed concerns over tariffs, somewhat longer delivery times and early indications of certain supply bottlenecks.

The headline and the core Producer Price Index (PPI) levels released on April 10 each rose 0.3% in March. The year-over-year increase was 3.0% at the headline level and excluding food and energy the PPI increased 2.7%. The Consumer Price Index (CPI) data was released the next day and showed a 2.4% increase on a year-over-year basis in March including food and energy. The core CPI was 2.1% in March on a year-over-year basis, a 13-month high.

## Interest Rate Summary

At the end of April the 3-month US Treasury bill yielded 1.80%, the 6-month US Treasury bill yielded 2.01%, the 2-year US Treasury note yielded 2.49%, the 5-year US Treasury note yielded 2.80% and the 10-year US Treasury note yielded 2.95%. (See Chart 2).

# ACTIVITY AND PERFORMANCE SUMMARY

For the period April 1, 2018 - April 30, 2018

## Amortized Cost Basis Activity Summary

<b>Opening balance</b>		24,815,645.42
Income received	21,554.57	
<b>Total receipts</b>		21,554.57
Expenses paid	(144.32)	
<b>Total disbursements</b>		(144.32)
Interportfolio transfers	0.00	
<b>Total Interportfolio transfers</b>		0.00
Realized gain (loss)		0.00
<b>Total amortization expense</b>		(2,640.63)
<b>Total OID/MKT accretion income</b>		2,392.50
Return of capital		0.00
<b>Closing balance</b>		24,836,807.54
<b>Ending fair value</b>		24,532,089.50
Unrealized gain (loss)		(304,718.04)

## Detail of Amortized Cost Basis Return

	Interest earned	Accretion (amortization)	Realized gain (loss)	Total income
Cash and Cash Equivalents	92.07	0.00	0.00	92.07
Corporate Bonds	4,631.95	(859.31)	0.00	3,772.64
Government Agencies	16,871.32	131.21	0.00	17,002.53
Government Bonds	5,507.62	479.97	0.00	5,987.59
Municipal/Provincial Bonds	6,156.40	0.00	0.00	6,156.40
<b>Total</b>	<b>33,259.36</b>	<b>(248.13)</b>	<b>0.00</b>	<b>33,011.23</b>

## Comparative Rates of Return (%)

	* Twelve month trailing	* Six month trailing	* One month
Fed Funds	1.25	0.70	0.14
Overnight Repo	1.23	0.70	0.14
Merrill Lynch 3m US Treas Bill	1.22	0.72	0.14
Merrill Lynch 6m US Treas Bill	1.35	0.80	0.15
ML 1 Year US Treasury Note	1.55	0.92	0.18
ML 2 Year US Treasury Note	1.75	1.05	0.19
ML 5 Year US Treasury Note	2.13	1.19	0.22

\* rates reflected are cumulative

## Summary of Amortized Cost Basis Return for the Period

	Total portfolio
Interest earned	33,259.36
Accretion (amortization)	(248.13)
Realized gain (loss) on sales	0.00
Total income on portfolio	33,011.23
Average daily amortized cost	24,822,728.31
Period return (%)	0.13
YTD return (%)	0.55
Weighted average final maturity in days	770

# ACTIVITY AND PERFORMANCE SUMMARY

For the period April 1, 2018 - April 30, 2018

<u>Fair Value Basis Activity Summary</u>		
<b>Opening balance</b>		24,546,375.25
Income received	21,554.57	
<b>Total receipts</b>		21,554.57
Expenses paid	(144.32)	
<b>Total disbursements</b>		(144.32)
Interportfolio transfers	0.00	
<b>Total Interportfolio transfers</b>		0.00
Unrealized gain (loss) on security movements		0.00
Return of capital		0.00
Change in fair value for the period		(35,696.00)
<b>Ending fair value</b>		24,532,089.50

<u>Detail of Fair Value Basis Return</u>			
	Interest earned	Change in fair value	Total income
Cash and Cash Equivalents	92.07	0.00	92.07
Corporate Bonds	4,631.95	2,803.35	7,435.30
Government Agencies	16,871.32	(28,114.90)	(11,243.58)
Government Bonds	5,507.62	(10,384.45)	(4,876.83)
Municipal/Provincial Bonds	6,156.40	0.00	6,156.40
<b>Total</b>	<b>33,259.36</b>	<b>(35,696.00)</b>	<b>(2,436.64)</b>

<u>Comparative Rates of Return (%)</u>			
	* Twelve month trailing	* Six month trailing	* One month
Fed Funds	1.25	0.70	0.14
Overnight Repo	1.23	0.70	0.14
ICE ML 3m US Treas Bill	1.17	0.68	0.13
ICE ML 6m US Treas Bill	1.21	0.65	0.15
ICE ML 1 Year US Treasury Note	0.64	0.29	0.06
ICE ML US Treasury 1-3	(0.26)	(0.47)	(0.16)
ICE ML US Treasury 1-5	(0.75)	(1.01)	(0.35)

\* rates reflected are cumulative

<u>Summary of Fair Value Basis Return for the Period</u>	
	Total portfolio
Interest earned	33,259.36
Change in fair value	(35,696.00)
Total income on portfolio	(2,436.64)
Average daily total value *	24,624,421.24
Period return (%)	(0.01)
YTD return (%)	0.09
Weighted average final maturity in days	770

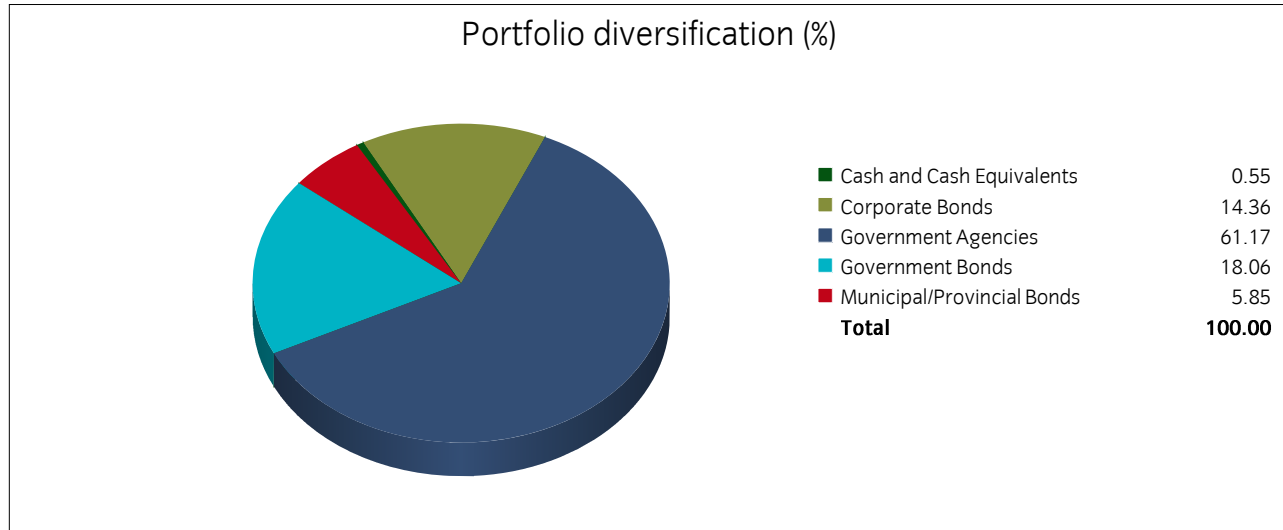
\* Total value equals market value and accrued interest



# RECAP OF SECURITIES HELD

As of April 30, 2018

	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Weighted average final maturity (days)	Percent of portfolio	Weighted average effective duration (years)
Cash and Cash Equivalents	136,727.60	136,727.60	136,727.60	0.00	1	0.55	0.00
Corporate Bonds	3,571,541.50	3,558,069.42	3,532,715.80	(25,353.62)	251	14.36	0.67
Government Agencies	15,212,785.14	15,193,295.88	14,977,977.20	(215,318.68)	519	61.17	1.39
Government Bonds	4,491,687.51	4,493,014.64	4,428,968.90	(64,045.74)	608	18.06	1.62
Municipal/Provincial Bonds	1,455,700.00	1,455,700.00	1,455,700.00	0.00	5,239	5.85	9.94
<b>Total</b>	<b>24,868,441.75</b>	<b>24,836,807.54</b>	<b>24,532,089.50</b>	<b>(304,718.04)</b>	<b>770</b>	<b>100.00</b>	<b>1.82</b>

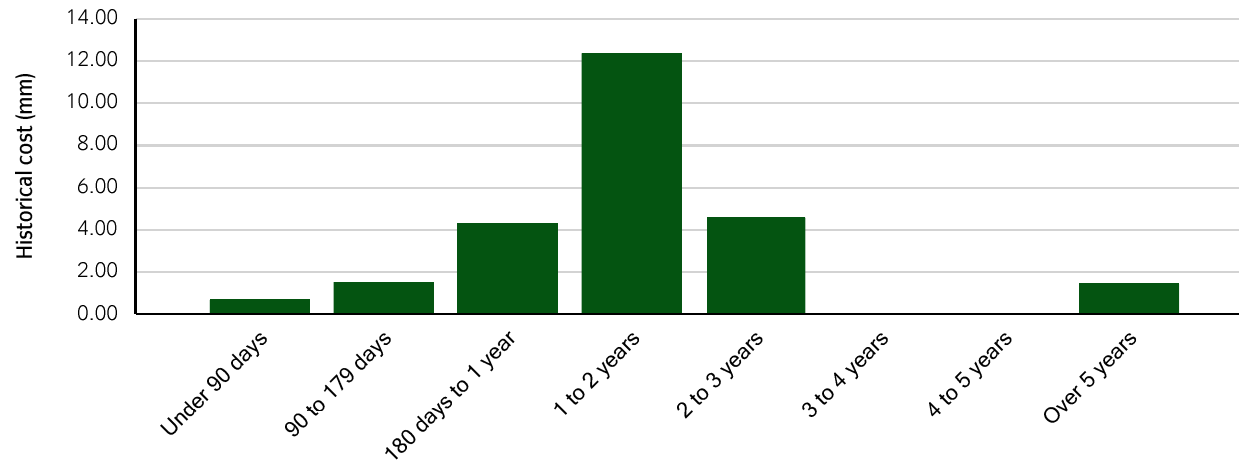


# MATURITY DISTRIBUTION OF SECURITIES HELD

As of April 30, 2018

Maturity	Historic cost	Percent
Under 90 days	634,817.60	2.55
90 to 179 days	1,556,203.50	6.26
180 days to 1 year	4,288,818.03	17.25
1 to 2 years	12,331,135.74	49.59
2 to 3 years	4,601,766.88	18.50
3 to 4 years	0.00	0.00
4 to 5 years	0.00	0.00
Over 5 years	1,455,700.00	5.85
	<b>24,868,441.75</b>	<b>100.00</b>

Maturity distribution



# SECURITIES HELD

## As of April 30, 2018

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
<b>Cash and Cash Equivalents</b>											
Cash and Cash Equivalents	0.000		136,727.60	136,727.60 0.00	136,727.60 0.00	136,727.60 0.00	0.00	0.00	0.00	0.00	0.55
<b>Total Cash and Cash Equivalents</b>			<b>136,727.60</b>	<b>136,727.60</b> <b>0.00</b>	<b>136,727.60</b> <b>0.00</b>	<b>136,727.60</b> <b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.55</b>
<b>Corporate Bonds</b>											
037833AJ9 APPLE INC 1% 03MAY2018	1.000	05/03/2018	500,000.00	498,090.00 0.00	499,992.89 71.09	499,975.00 475.00	(17.89)	0.00	402.77	2,458.33	2.00
084670BX5 BERKSHIRE HATHAWAY INC 1.15% 15AUG2018	1.150	08/15/2018	500,000.00	500,355.00 0.00	500,051.41 (14.69)	498,285.00 711.50	(1,766.41)	0.00	463.20	1,197.92	2.01
25468PDD5 WALT DISNEY COMPANY/THE 1.5% 17SEP2018	1.500	09/17/2018	550,000.00	555,351.50 0.00	551,012.65 (221.74)	548,985.80 1,296.35	(2,026.85)	0.00	664.59	985.42	2.23
91159HHE3 US BANCORP 1.95% 15NOV2018 (CALLABLE 15OCT18)	1.950	11/15/2018 10/15/2018	500,000.00	509,425.00 0.00	502,246.79 (345.66)	499,038.00 543.00	(3,208.79)	0.00	785.42	4,468.75	2.05
713448CK2 PEPSICO INC 2.25% 07JAN2019 (CALLABLE 07DEC18)	2.250	01/07/2019 12/07/2018	500,000.00	505,530.00 0.00	502,085.36 (253.28)	499,756.00 208.00	(2,329.36)	0.00	906.25	3,531.25	2.03
14912L6R7 CATERPILLAR FINL SERVICE 1.35% 18MAY2019	1.350	05/18/2019	500,000.00	498,245.00 0.00	499,290.49 56.31	493,217.50 147.50	(6,072.99)	0.00	543.75	3,037.50	2.00
89236TCF0 TOYOTA MOTOR CREDIT CORP 2.15% 12MAR2020	2.150	03/12/2020	500,000.00	504,545.00 0.00	503,389.83 (151.34)	493,458.50 (578.00)	(9,931.33)	0.00	865.97	1,433.33	2.03
<b>Total Corporate Bonds</b>			<b>3,550,000.00</b>	<b>3,571,541.50</b> <b>0.00</b>	<b>3,558,069.42</b> <b>(859.31)</b>	<b>3,532,715.80</b> <b>2,803.35</b>	<b>(25,353.62)</b>	<b>0.00</b>	<b>4,631.95</b>	<b>17,112.50</b>	<b>14.36</b>

# SECURITIES HELD

## As of April 30, 2018

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
<b>Government Agencies</b>											
3133EGFQ3 FEDERAL FARM CREDIT BANK 0.875% 14SEP2018	0.875	09/14/2018	500,000.00	500,497.00 0.00	500,082.42 (18.46)	497,990.00 280.00	(2,092.42)	0.00	352.43	559.03	2.01
3133EGM69 FEDERAL FARM CREDIT BANK 1.1% 05DEC2018	1.100	12/05/2018	1,250,000.00	1,247,248.75 0.00	1,249,179.59 114.48	1,241,637.50 (312.50)	(7,542.09)	0.00	1,107.63	5,538.19	5.02
3135G0H63 FANNIE MAE 1.375% 28JAN2019	1.375	01/28/2019	1,000,000.00	1,012,490.00 0.00	1,003,756.81 (420.54)	993,812.00 (490.00)	(9,944.81)	0.00	1,107.64	3,513.89	4.07
3133782M2 FEDERAL HOME LOAN BANK 1.5% 08MAR2019	1.500	03/08/2019	1,000,000.00	1,014,124.28 0.00	1,004,672.69 (455.14)	993,570.00 (468.00)	(11,102.69)	0.00	1,208.34	2,166.67	4.08
313379EE5 FEDERAL HOME LOAN BANK 1.625% 14JUN2019	1.625	06/14/2019	1,000,000.00	993,180.00 0.00	993,970.94 447.70	991,676.00 (1,739.00)	(2,294.94)	0.00	1,309.03	6,138.89	3.99
3135G0L76 FANNIE MAE 1.075% 11JUL2019 (CALLABLE 11JUL18)	1.075	07/11/2019 07/11/2018	600,000.00	599,100.00 0.00	599,615.56 26.76	590,814.00 (696.00)	(8,801.56)	0.00	519.59	1,952.92	2.41
3133EGSCO FEDERAL FARM CREDIT BANK 1% 26AUG2019	1.000	08/26/2019	1,000,000.00	1,000,610.00 0.00	1,000,267.86 (16.88)	981,570.00 (2,780.00)	(18,697.86)	0.00	805.56	1,777.78	4.02
313380FB8 FEDERAL HOME LOAN BANK 1.375% 13SEP2019	1.375	09/13/2019	1,000,000.00	1,011,510.00 0.00	1,005,323.11 (323.92)	985,760.00 (1,950.00)	(19,563.11)	0.00	1,107.64	1,795.14	4.07
3134G3M49 FREDDIE MAC 1.5% 26SEP2019 CALLABLE	1.500	09/26/2019	1,000,000.00	1,001,001.00 0.00	1,000,637.92 (37.82)	985,360.00 (1,510.00)	(15,277.92)	0.00	1,208.34	1,416.67	4.03
3137EADM8 FREDDIE MAC 1.25% 02OCT2019	1.250	10/02/2019	1,000,000.00	993,010.00 0.00	994,887.31 299.57	983,431.00 (1,575.00)	(11,456.31)	6,250.00	1,006.94	972.22	3.99

# SECURITIES HELD

## As of April 30, 2018

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
<b>Government Agencies</b>											
3135G0R39 FANNIE MAE 1% 24OCT2019	1.000	10/24/2019	600,000.00	589,095.11 0.00	590,844.01 514.38	587,296.20 (863.40)	(3,547.81)	3,000.00	483.33	100.00	2.37
3130ABCH7 FEDERAL HOME LOAN BANK 1.5% 04NOV2019	1.500	11/04/2019	750,000.00	750,030.00 0.00	750,019.11 (1.05)	739,177.50 (1,395.00)	(10,841.61)	0.00	906.25	5,500.00	3.02
3133ECEY6 FEDERAL FARM CREDIT BANK 1.45% 11FEB2020	1.450	02/11/2020	1,000,000.00	1,003,130.00 0.00	1,001,717.75 (80.39)	980,970.00 (3,120.00)	(20,747.75)	0.00	1,168.05	3,181.94	4.03
3134G3K58 FREDDIE MAC 1.5% 19MAR2020 CALLABLE	1.500	03/19/2020	500,000.00	498,289.00 0.00	498,870.97 49.88	490,370.00 (1,415.00)	(8,500.97)	0.00	604.17	854.17	2.00
313383HU8 FEDERAL HOME LOAN BANK 1.75% 12JUN2020	1.750	06/12/2020	1,000,000.00	996,870.00 0.00	997,396.22 102.51	983,213.00 (2,411.00)	(14,183.22)	0.00	1,409.72	6,708.33	4.01
3133EHVX8 FEDERAL FARM CREDIT BANK 1.5% 24AUG2020	1.500	08/24/2020	1,000,000.00	999,190.00 0.00	999,364.50 22.86	974,840.00 (3,350.00)	(24,524.50)	0.00	1,208.33	2,750.00	4.02
3135G0RM7 FANNIE MAE 1.63% 30OCT2020 CALLABLE	1.630	10/30/2020	1,000,000.00	1,003,410.00 0.00	1,002,689.11 (92.73)	976,490.00 (4,320.00)	(26,199.11)	8,150.00	1,358.33	0.00	4.03
<b>Total Government Agencies</b>			<b>15,200,000.00</b>	<b>15,212,785.14</b> <b>0.00</b>	<b>15,193,295.88</b> <b>131.21</b>	<b>14,977,977.20</b> <b>(28,114.90)</b>	<b>(215,318.68)</b>	<b>17,400.00</b>	<b>16,871.32</b>	<b>44,925.84</b>	<b>61.17</b>
<b>Government Bonds</b>											
912828WLO USA TREASURY 1.5% 31MAY2019	1.500	05/31/2019	500,000.00	501,230.47 0.00	500,597.14 (45.24)	495,683.50 (410.50)	(4,913.64)	0.00	618.13	3,111.26	2.02
912828WS5 USA TREASURY 1.625% 30JUN2019	1.625	06/30/2019	1,000,000.00	993,281.25 0.00	994,146.86 412.20	991,836.00 (1,328.00)	(2,310.86)	0.00	1,346.68	5,386.74	3.99

# SECURITIES HELD

## As of April 30, 2018

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
<b>Government Bonds</b>											
912828TV2 USA TREASURY 1.25% 31OCT2019	1.250	10/31/2019	650,000.00	649,009.77 0.00	649,411.65 32.15	638,879.15 (1,142.05)	(10,532.50)	4,062.50	673.34	0.00	2.61
912828H52 USA TREASURY 1.25% 31JAN2020	1.250	01/31/2020	750,000.00	745,869.14 0.00	747,224.44 129.90	734,531.25 (1,699.50)	(12,693.19)	0.00	776.93	2,304.90	3.00
912828X96 USA TREASURY 1.5% 15MAY2020	1.500	05/15/2020	600,000.00	596,554.69 0.00	597,197.16 112.71	588,000.00 (1,898.40)	(9,197.16)	0.00	745.85	4,127.07	2.40
912828XM7 USA TREASURY 1.625% 31JUL2020	1.625	07/31/2020	1,000,000.00	1,005,742.19 0.00	1,004,437.39 (161.75)	980,039.00 (3,906.00)	(24,398.39)	0.00	1,346.69	3,995.17	4.04
<b>Total Government Bonds</b>			<b>4,500,000.00</b>	<b>4,491,687.51 0.00</b>	<b>4,493,014.64 479.97</b>	<b>4,428,968.90 (10,384.45)</b>	<b>(64,045.74)</b>	<b>4,062.50</b>	<b>5,507.62</b>	<b>18,925.14</b>	<b>18.06</b>
<b>Municipal/Provincial Bonds</b>											
888599LS4 PT. SAN ASSESS DISTRICT 5.25% 144A 02SEP2032 SANRAF\$01	5.250	09/02/2032	1,455,700.00	1,455,700.00 0.00	1,455,700.00 0.00	1,455,700.00 0.00	0.00	0.00	6,156.40	12,312.80	5.85
<b>Total Municipal/Provincial Bonds</b>			<b>1,455,700.00</b>	<b>1,455,700.00 0.00</b>	<b>1,455,700.00 0.00</b>	<b>1,455,700.00 0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>6,156.40</b>	<b>12,312.80</b>	<b>5.85</b>
<b>Grand total</b>			<b>24,842,427.60</b>	<b>24,868,441.75 0.00</b>	<b>24,836,807.54 (248.13)</b>	<b>24,532,089.50 (35,696.00)</b>	<b>(304,718.04)</b>	<b>21,462.50</b>	<b>33,167.29</b>	<b>93,276.28</b>	<b>100.00</b>

# GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

## As of April 30, 2018

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
<b>Federal Home Loan Banks</b>												
3133782M2	FEDERAL HOME LOAN	1.500	03/08/2019		AA+	Aaa	1,000,000.00	1,014,124.28	4.08	993,570.00	4.05	0.84
313379EE5	FEDERAL HOME LOAN	1.625	06/14/2019		AA+	Aaa	1,000,000.00	993,180.00	3.99	991,676.00	4.04	1.10
313380FB8	FEDERAL HOME LOAN	1.375	09/13/2019		AA+	Aaa	1,000,000.00	1,011,510.00	4.07	985,760.00	4.02	1.35
3130ABCH7	FEDERAL HOME LOAN	1.500	11/04/2019		AA+	Aaa	750,000.00	750,030.00	3.02	739,177.50	3.01	1.48
313383HU8	FEDERAL HOME LOAN	1.750	06/12/2020		AA+	Aaa	1,000,000.00	996,870.00	4.01	983,213.00	4.01	2.05
<b>Issuer total</b>							<b>4,750,000.00</b>	<b>4,765,714.28</b>	<b>19.16</b>	<b>4,693,396.50</b>	<b>19.13</b>	<b>1.36</b>
<b>Federal Farm Credit Banks</b>												
3133EGFQ3	FEDERAL FARM CREDIT	0.875	09/14/2018		AA+	Aaa	500,000.00	500,497.00	2.01	497,990.00	2.03	0.37
3133EGM69	FEDERAL FARM CREDIT	1.100	12/05/2018		AA+	Aaa	1,250,000.00	1,247,248.75	5.02	1,241,637.50	5.06	0.59
3133EGSC0	FEDERAL FARM CREDIT	1.000	08/26/2019		AA+	Aaa	1,000,000.00	1,000,610.00	4.02	981,570.00	4.00	1.30
3133ECEY6	FEDERAL FARM CREDIT	1.450	02/11/2020		AA+	Aaa	1,000,000.00	1,003,130.00	4.03	980,970.00	4.00	1.74
3133EHVX8	FEDERAL FARM CREDIT	1.500	08/24/2020		AA+	Aaa	1,000,000.00	999,190.00	4.02	974,840.00	3.97	2.26
<b>Issuer total</b>							<b>4,750,000.00</b>	<b>4,750,675.75</b>	<b>19.10</b>	<b>4,677,007.50</b>	<b>19.06</b>	<b>1.31</b>
<b>United States Treasury Note/Bond</b>												
912828WL0	USA TREASURY 1.5%	1.500	05/31/2019		AA+	Aaa	500,000.00	501,230.47	2.02	495,683.50	2.02	1.06
912828W55	USA TREASURY 1.625%	1.625	06/30/2019		AA+	Aaa	1,000,000.00	993,281.25	3.99	991,836.00	4.04	1.14
912828TV2	USA TREASURY 1.25%	1.250	10/31/2019		AA+	Aaa	650,000.00	649,009.77	2.61	638,879.15	2.60	1.48
912828H52	USA TREASURY 1.25%	1.250	01/31/2020		AA+	Aaa	750,000.00	745,869.14	3.00	734,531.25	2.99	1.72
912828X96	USA TREASURY 1.5%	1.500	05/15/2020		AA+	Aaa	600,000.00	596,554.69	2.40	588,000.00	2.40	1.98
912828XM7	USA TREASURY 1.625%	1.625	07/31/2020		AA+	Aaa	1,000,000.00	1,005,742.19	4.04	980,039.00	3.99	2.19
<b>Issuer total</b>							<b>4,500,000.00</b>	<b>4,491,687.51</b>	<b>18.06</b>	<b>4,428,968.90</b>	<b>18.05</b>	<b>1.62</b>
<b>Federal National Mortgage Association</b>												
3135G0H63	FANNIE MAE 1.375%	1.375	01/28/2019		AA+	Aaa	1,000,000.00	1,012,490.00	4.07	993,812.00	4.05	0.74

# GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

SAN RAFAEL

As of April 30, 2018

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
<b>Federal National Mortgage Association</b>												
3135G0L76	FANNIE MAE 1.075%	1.075	07/11/2019	07/11/2018	AA+	Aaa	600,000.00	599,100.00	2.41	590,814.00	2.41	1.18
3135G0R39	FANNIE MAE 1%	1.000	10/24/2019		AA+	Aaa	600,000.00	589,095.11	2.37	587,296.20	2.39	1.46
3135G0RM7	FANNIE MAE 1.63%	1.630	10/30/2020		AA+	Aaa	1,000,000.00	1,003,410.00	4.03	976,490.00	3.98	2.44
<b>Issuer total</b>							<b>3,200,000.00</b>	<b>3,204,095.11</b>	<b>12.88</b>	<b>3,148,412.20</b>	<b>12.83</b>	<b>1.49</b>
<b>Federal Home Loan Mortgage Corp</b>												
3134G3M49	FREDDIE MAC 1.5%	1.500	09/26/2019		AA+	Aaa	1,000,000.00	1,001,001.00	4.03	985,360.00	4.02	1.38
3137EADM8	FREDDIE MAC 1.25%	1.250	10/02/2019		AA+	Aaa	1,000,000.00	993,010.00	3.99	983,431.00	4.01	1.40
3134G3K58	FREDDIE MAC 1.5%	1.500	03/19/2020		AA+	Aaa	500,000.00	498,289.00	2.00	490,370.00	2.00	1.84
<b>Issuer total</b>							<b>2,500,000.00</b>	<b>2,492,300.00</b>	<b>10.02</b>	<b>2,459,161.00</b>	<b>10.02</b>	<b>1.48</b>
<b>Pt. San Assess District</b>												
888599LS4	PT. SAN ASSESS	5.250	09/02/2032		NR	NR	1,455,700.00	1,455,700.00	5.85	1,455,700.00	5.93	9.94
<b>Issuer total</b>							<b>1,455,700.00</b>	<b>1,455,700.00</b>	<b>5.85</b>	<b>1,455,700.00</b>	<b>5.93</b>	<b>9.94</b>
<b>Walt Disney Co/The</b>												
25468PDD5	WALT DISNEY	1.500	09/17/2018		A+	A2	550,000.00	555,351.50	2.23	548,985.80	2.24	0.38
<b>Issuer total</b>							<b>550,000.00</b>	<b>555,351.50</b>	<b>2.23</b>	<b>548,985.80</b>	<b>2.24</b>	<b>0.38</b>
<b>Apple Inc</b>												
037833AJ9	APPLE INC 1%	1.000	05/03/2018		AA+	Aa1	500,000.00	498,090.00	2.00	499,975.00	2.04	0.01
<b>Issuer total</b>							<b>500,000.00</b>	<b>498,090.00</b>	<b>2.00</b>	<b>499,975.00</b>	<b>2.04</b>	<b>0.01</b>
<b>PepsiCo Inc</b>												
713448CK2	PEPSICO INC 2.25%	2.250	01/07/2019	12/07/2018	A+	A1	500,000.00	505,530.00	2.03	499,756.00	2.04	0.67
<b>Issuer total</b>							<b>500,000.00</b>	<b>505,530.00</b>	<b>2.03</b>	<b>499,756.00</b>	<b>2.04</b>	<b>0.67</b>



# GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

SAN RAFAEL

As of April 30, 2018

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
<b>US Bancorp</b>												
91159HHE3	US BANCORP 1.95%	1.950	11/15/2018	10/15/2018	A+	A1	500,000.00	509,425.00	2.05	499,038.00	2.03	0.53
<b>Issuer total</b>							<b>500,000.00</b>	<b>509,425.00</b>	<b>2.05</b>	<b>499,038.00</b>	<b>2.03</b>	<b>0.53</b>
<b>Berkshire Hathaway Inc</b>												
084670BX5	BERKSHIRE HATHAWAY	1.150	08/15/2018		AA	Aa2	500,000.00	500,355.00	2.01	498,285.00	2.03	0.29
<b>Issuer total</b>							<b>500,000.00</b>	<b>500,355.00</b>	<b>2.01</b>	<b>498,285.00</b>	<b>2.03</b>	<b>0.29</b>
<b>Toyota Motor Credit Corp</b>												
89236TCF0	TOYOTA MOTOR CREDIT	2.150	03/12/2020		AA-	Aa3	500,000.00	504,545.00	2.03	493,458.50	2.01	1.81
<b>Issuer total</b>							<b>500,000.00</b>	<b>504,545.00</b>	<b>2.03</b>	<b>493,458.50</b>	<b>2.01</b>	<b>1.81</b>
<b>Caterpillar Financial Services Corp</b>												
14912L6R7	CATERPILLAR FINL	1.350	05/18/2019		A	A3	500,000.00	498,245.00	2.00	493,217.50	2.01	1.03
<b>Issuer total</b>							<b>500,000.00</b>	<b>498,245.00</b>	<b>2.00</b>	<b>493,217.50</b>	<b>2.01</b>	<b>1.03</b>
<b>Cash and Cash Equivalent</b>												
	INVESTED CASH	0.000					136,727.60	136,727.60	0.55	136,727.60	0.56	0.00
<b>Issuer total</b>							<b>136,727.60</b>	<b>136,727.60</b>	<b>0.55</b>	<b>136,727.60</b>	<b>0.56</b>	<b>0.00</b>
<b>Grand total</b>							<b>24,842,427.60</b>	<b>24,868,441.75</b>	<b>100.00</b>	<b>24,532,089.50</b>	<b>100.00</b>	<b>1.82</b>

# TRANSACTION REPORT

For the period April 1, 2018 - April 30, 2018

Trade date Settle date	Cusip	Transaction	Sec type	Description	Maturity	Par value or shares	Realized gain(loss)	Principal	Interest	Transaction total
04/02/2018 04/02/2018	3137EADM8	Income	Government Agencies	FREDDIE MAC 1.25%	10/02/2019	1,000,000.00	0.00	0.00	6,250.00	6,250.00
04/24/2018 04/24/2018	3135G0R39	Income	Government Agencies	FANNIE MAE 1% 24OCT2019	10/24/2019	600,000.00	0.00	0.00	3,000.00	3,000.00
04/30/2018 04/30/2018	3135G0RM7	Income	Government Agencies	FANNIE MAE 1.63% 30OCT2020	10/30/2020	1,000,000.00	0.00	0.00	8,150.00	8,150.00
04/30/2018 04/30/2018	912828TV2	Income	Government Bonds	USA TREASURY 1.25%	10/31/2019	650,000.00	0.00	0.00	4,062.50	4,062.50
04/30/2018		Income	Cash and Cash Equivalent	Cash		0.00	0.00	0.00	92.07	92.07

# ADDITIONAL INFORMATION

## As of April 30, 2018

Past performance is not a guide to future performance. The value of investments and any income from them will fluctuate and is not guaranteed (this may partly be due to exchange rate changes) and investors may not get back the amount invested. Transactions in foreign securities may be executed and settled in local markets. Performance comparisons will be affected by changes in interest rates. Investment returns fluctuate due to changes in market conditions. Investment involves risk, including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. The information contained herein is for your reference only and is being provided in response to your specific request and has been obtained from sources believed to be reliable; however, no representation is made regarding its accuracy or completeness. This document must not be used for the purpose of an offer or solicitation in any jurisdiction or in any circumstances in which such offer or solicitation is unlawful or otherwise not permitted. This document should not be duplicated, amended, or forwarded to a third party without consent from Insight. This is a marketing document intended for professional clients only and should not be made available to or relied upon by retail clients.

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Where indicated, performance numbers used in the analysis are gross returns. The performance reflects the reinvestment of all dividends and income. CAMC and CISC charge management fees on all portfolios managed and these fees will reduce the returns on the portfolios. For example, assume that \$30 million is invested in an account with either CAMC or CISC, and this account achieves a 5.0% annual return compounded monthly, gross of fees, for a period of five years. At the end of five years that account would have grown to \$38,500,760 before the deduction of management fees. Assuming management fees of 0.25% per year are deducted monthly from the account, the value at the end of the five year period would be \$38,022,447. Actual fees for new accounts are dependent on size and subject to negotiation. CAMCS and CISC's investment advisory fees are discussed in Part 2A of the Firms Form ADV.

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For trading activity the Clearing broker will be reflected. In certain cases the Clearing broker will differ from the Executing broker.

In calculating ratings distributions and weighted average portfolio quality, Insight assigns U.S Treasury and U.S agency securities a quality rating based on the methodology used within the respective benchmark index. When Moodys, S&P and Fitch rate a security, Bank of America and Merrill Lynch indexes assign a simple weighted average statistic while Barclays indexes assign the median statistic. Insight assigns all other securities the lower of Moodys and S&P ratings.

Information about the indices shown here is provided to allow for comparison of the performance of the strategy to that of certain well-known and widely recognized indices. There is no representation that such index is an appropriate benchmark for such comparison. You cannot invest directly in an index and the indices represented do not take into account trading commissions and/or other brokerage or custodial costs. The volatility of the indices may be materially different from that of the strategy. In addition, the strategys holdings may differ substantially from the securities that comprise the indices shown.

The BofA Merrill Lynch 3 Mo US T-Bill index is an unmanaged market index of U.S. Treasury securities maturing in 90 days that assumes reinvestment of all income.

The BofA Merrill Lynch 6 Mo US T-Bill index measures the performance of Treasury bills with time to maturity of less than 6 months.

The BofA Merrill Lynch Current 1-Year US Treasury Index is a one-security index comprised of the most recently issued 1-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 1-year note must be auctioned on or before the third business day before the last business day of the month.

The BofA Merrill Lynch Current 3-Year US Treasury Index is a one-security index comprised of the most recently issued 3-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 3-year note must be auctioned on or before the third business day before the last business day of the month.

The BofA Merrill Lynch Current 5-Year US Treasury Index is a one-security index comprised of the most recently issued 5-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 5-year note must be auctioned on or before the third business day before the last business day of the month.

The BofA Merrill Lynch 1-3 US Year Treasury Index is an unmanaged index that tracks the performance of the direct sovereign debt of the U.S. Government having a maturity of at least one year and less than three years.

The BofA Merrill Lynch 1-5 US Year Treasury Index is an unmanaged index that tracks the performance of the direct sovereign debt of the U.S. Government having a maturity of at least one year and less than five years.

Insight does not provide tax or legal advice to its clients and all investors are strongly urged to consult their tax and legal advisors regarding any potential strategy or investment.

# ADDITIONAL INFORMATION

## As of April 30, 2018

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# SAN RAFAEL

May 2018

➤ A BNY MELLON COMPANY<sup>SM</sup>

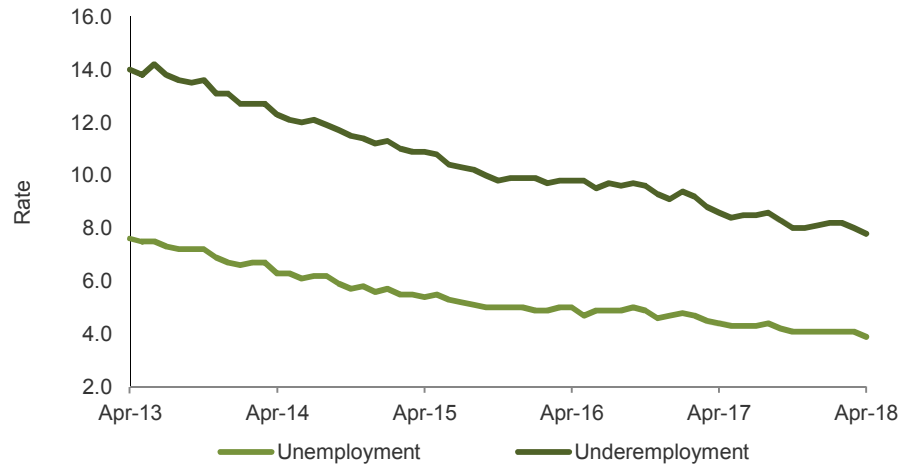


# Contents

Fixed income market review	3
Activity and performance summary	4
Recap of securities held	6
Maturity distribution of securities held	7
Securities held	8
GASB 40 - Deposit and investment risk disclosure	12
Securities purchased	15
Securities sold and matured	16
Transaction report	17
Additional information	18

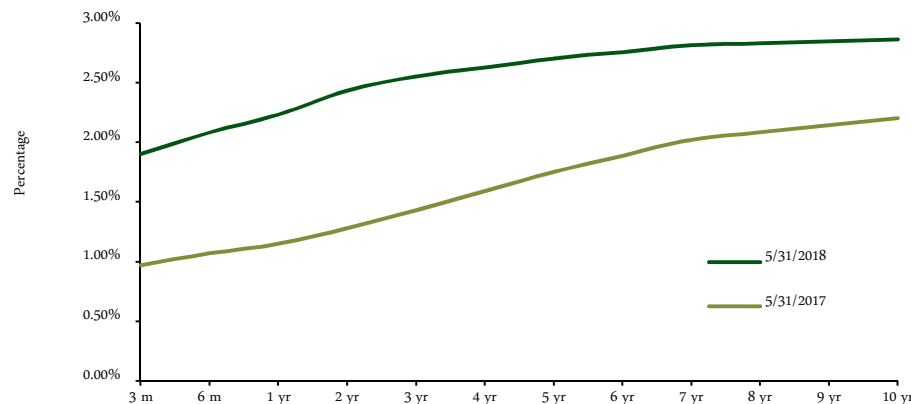
As of May 31, 2018

Chart 1: 2: Unemployment and underemployment: 4/30/2008—4/30/2018



Source: Bloomberg Finance LP, May 31, 2018.

Chart 2: Treasury yield curve: 5/31/2017 and 5/31/2018



Source: Bloomberg Finance LP, May 31, 2018.

## Economic Indicators and Monetary Policy

Interest rates increased through the first half of May. The 2-year US Treasury note reached a high in yield of 2.59% on May 16 and the 10-year US Treasury note closed at 3.11% on May 17. However, rates fell as the month wore on as investors sought a safe haven in response to geopolitical concerns in Italy, the implications of continuing tariff issues and equity volatility. On May 29 the 2-year Treasury closed at 2.32% and the 10-year closed at 2.78% before partially retracing yields prior to month-end.

On May 2, the Federal Open Market Committee (FOMC) met and unanimously agreed to maintain the federal funds target range of 1.5% to 1.75%. The FOMC described the current policy as accommodative and recognized the strong labor market conditions, and expectations for inflation to return to a 2% symmetrical target. The next meeting of the FOMC is on June 13.

The employment report released on May 4 showed average hourly earnings increased 0.1% in April to 2.6% annual growth, short of expectations for 2.7% growth. Prior monthly earnings were revised lower to 0.2% from 0.3%. Payrolls increased less than forecast in April at 164,000 jobs added versus expectations for 193,000, but March gains were revised upward by 52,000 jobs. The unemployment rate fell to 3.9% in April from 4.1% and the underemployment rate fell 0.2% to 7.8%. (See Chart 1).

The Consumer Price Index (CPI) was released on May 10 showing a 2.5% increase on a year-over-year basis in April including food and energy, in line with expectations. The core CPI was 2.1% on an annual basis, unchanged from the March reading.

The second estimate for first quarter US Gross Domestic Product (GDP) was released on May 30 at 2.2% versus the original estimate of 2.3%. Personal consumption was similarly revised downward by 0.1% to 1.0% growth in the first quarter. The GDP report showed improving after-tax corporate profits and business fixed investment.

## Interest Rate Summary

At the end of May, the 3-month US Treasury bill yielded 1.90%, the 6-month US Treasury bill yielded 2.08%, the 2-year US Treasury note yielded 2.43%, the 5-year US Treasury note yielded 2.70% and the 10-year US Treasury note yielded 2.86%. (See Chart 2).

# ACTIVITY AND PERFORMANCE SUMMARY

For the period May 1, 2018 - May 31, 2018

## Amortized Cost Basis Activity Summary

<b>Opening balance</b>		24,836,807.54
Income received	25,647.08	
<b>Total receipts</b>		25,647.08
Expenses paid	(144.23)	
<b>Total disbursements</b>		(144.23)
Interportfolio transfers	0.00	
<b>Total Interportfolio transfers</b>		0.00
Realized gain (loss)		0.00
<b>Total amortization expense</b>		(3,853.10)
<b>Total OID/MKT accretion income</b>		2,351.43
Return of capital		0.00
<b>Closing balance</b>		24,860,808.72
<b>Ending fair value</b>		24,596,477.30
Unrealized gain (loss)		(264,331.42)

## Detail of Amortized Cost Basis Return

	Interest earned	Accretion (amortization)	Realized gain (loss)	Total income
Cash and Cash Equivalents	126.25	0.00	0.00	126.25
Corporate Bonds	4,562.50	(923.29)	0.00	3,639.21
Government Agencies	20,031.44	(1,074.35)	0.00	18,957.09
Government Bonds	5,673.40	495.97	0.00	6,169.37
Municipal/Provincial Bonds	6,580.97	0.00	0.00	6,580.97
<b>Total</b>	<b>36,974.56</b>	<b>(1,501.67)</b>	<b>0.00</b>	<b>35,472.89</b>

## Comparative Rates of Return (%)

	* Twelve month trailing	* Six month trailing	* One month
Fed Funds	1.32	0.75	0.14
Overnight Repo	1.31	0.76	0.15
Merrill Lynch 3m US Treas Bill	1.31	0.78	0.15
Merrill Lynch 6m US Treas Bill	1.43	0.86	0.17
ML 1 Year US Treasury Note	1.65	0.99	0.19
ML 2 Year US Treasury Note	1.85	1.09	0.21
ML 5 Year US Treasury Note	2.21	1.26	0.24

\* rates reflected are cumulative

## Summary of Amortized Cost Basis Return for the Period

	Total portfolio
Interest earned	36,974.56
Accretion (amortization)	(1,501.67)
Realized gain (loss) on sales	0.00
Total income on portfolio	35,472.89
Average daily amortized cost	24,845,574.28
Period return (%)	0.14
YTD return (%)	0.69
Weighted average final maturity in days	746



# ACTIVITY AND PERFORMANCE SUMMARY

For the period May 1, 2018 - May 31, 2018

## Fair Value Basis Activity Summary

<b>Opening balance</b>		24,532,089.50
Income received	25,647.08	
<b>Total receipts</b>		25,647.08
Expenses paid	(144.23)	
<b>Total disbursements</b>		(144.23)
Interportfolio transfers	0.00	
<b>Total Interportfolio transfers</b>		0.00
Unrealized gain (loss) on security movements		0.00
Return of capital		0.00
Change in fair value for the period		38,884.95
<b>Ending fair value</b>		24,596,477.30

## Detail of Fair Value Basis Return

	Interest earned	Change in fair value	Total income
Cash and Cash Equivalents	126.25	0.00	126.25
Corporate Bonds	4,562.50	935.90	5,498.40
Government Agencies	20,031.44	28,956.90	48,988.34
Government Bonds	5,673.40	8,992.15	14,665.55
Municipal/Provincial Bonds	6,580.97	0.00	6,580.97
<b>Total</b>	<b>36,974.56</b>	<b>38,884.95</b>	<b>75,859.51</b>

## Comparative Rates of Return (%)

	* Twelve month trailing	* Six month trailing	* One month
Fed Funds	1.32	0.75	0.14
Overnight Repo	1.31	0.76	0.15
ICE ML 3m US Treas Bill	1.28	0.75	0.15
ICE ML 6m US Treas Bill	1.32	0.74	0.17
ICE ML 1 Year US Treasury Note	0.83	0.57	0.22
ICE ML US Treasury 1-3	(0.02)	0.09	0.36
ICE ML US Treasury 1-5	(0.50)	(0.25)	0.48

\* rates reflected are cumulative

## Summary of Fair Value Basis Return for the Period

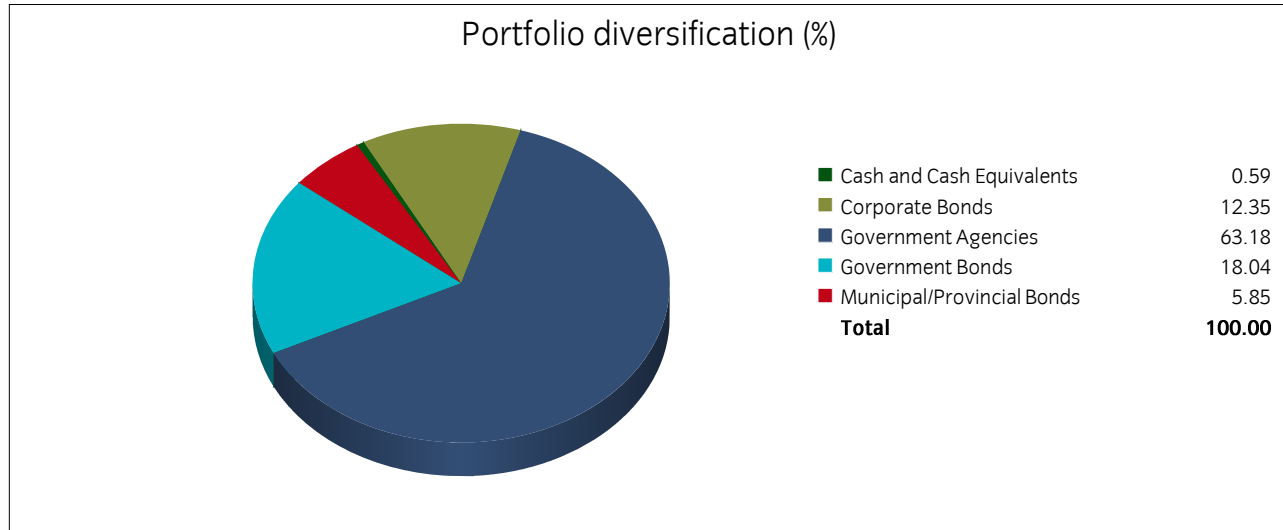
	Total portfolio
Interest earned	36,974.56
Change in fair value	38,884.95
Total income on portfolio	75,859.51
Average daily total value *	24,650,923.37
Period return (%)	0.31
YTD return (%)	0.39
Weighted average final maturity in days	746

\* Total value equals market value and accrued interest

# RECAP OF SECURITIES HELD

As of May 31, 2018

	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Weighted average final maturity (days)	Percent of portfolio	Weighted average effective duration (years)
Cash and Cash Equivalents	146,605.45	146,605.45	146,605.45	0.00	1	0.59	0.00
Corporate Bonds	3,073,451.50	3,057,146.13	3,033,651.70	(23,494.43)	260	12.35	0.70
Government Agencies	15,728,410.14	15,707,846.53	15,522,559.10	(185,287.43)	483	63.18	1.29
Government Bonds	4,491,687.51	4,493,510.61	4,437,961.05	(55,549.56)	577	18.04	1.54
Municipal/Provincial Bonds	1,455,700.00	1,455,700.00	1,455,700.00	0.00	5,208	5.85	9.86
<b>Total</b>	<b>24,895,854.60</b>	<b>24,860,808.72</b>	<b>24,596,477.30</b>	<b>(264,331.42)</b>	<b>746</b>	<b>100.00</b>	<b>1.76</b>

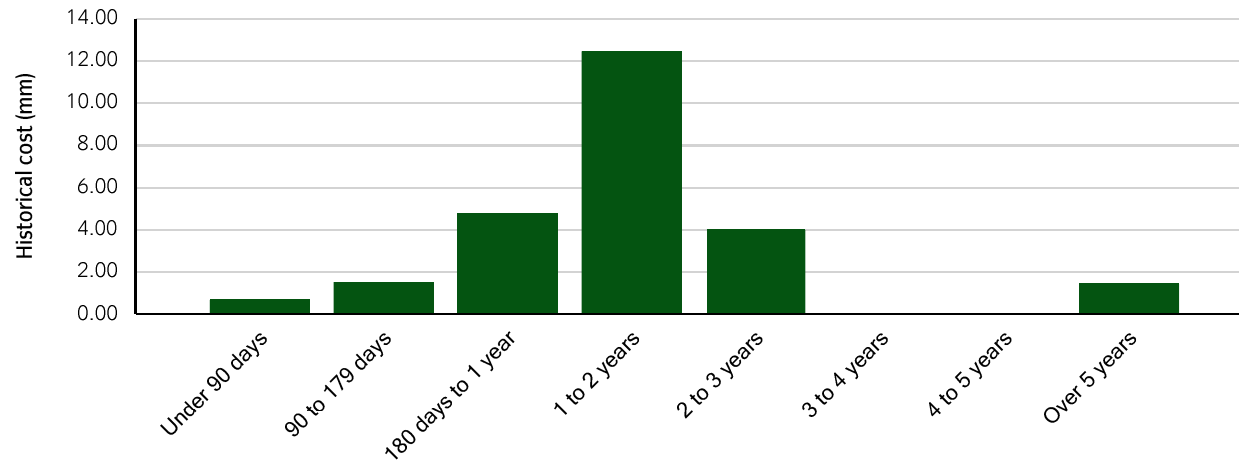


# MATURITY DISTRIBUTION OF SECURITIES HELD

As of May 31, 2018

Maturity	Historic cost	Percent
Under 90 days	646,960.45	2.60
90 to 179 days	1,565,273.50	6.29
180 days to 1 year	4,793,263.03	19.25
1 to 2 years	12,429,445.43	49.93
2 to 3 years	4,005,212.19	16.09
3 to 4 years	0.00	0.00
4 to 5 years	0.00	0.00
Over 5 years	1,455,700.00	5.85
	<b>24,895,854.60</b>	<b>100.00</b>

Maturity distribution



# SECURITIES HELD

## As of May 31, 2018

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
<b>Cash and Cash Equivalents</b>											
Cash and Cash Equivalents	0.000		146,605.45	146,605.45 0.00	146,605.45 0.00	146,605.45 0.00	0.00	0.00	0.00	0.00	0.59
<b>Total Cash and Cash Equivalents</b>			<b>146,605.45</b>	<b>146,605.45</b> <b>0.00</b>	<b>146,605.45</b> <b>0.00</b>	<b>146,605.45</b> <b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.59</b>
<b>Corporate Bonds</b>											
084670BX5 BERKSHIRE HATHAWAY INC 1.15% 15AUG2018	1.150	08/15/2018	500,000.00	500,355.00 0.00	500,036.72 (14.69)	498,850.50 565.50	(1,186.22)	0.00	495.14	1,693.06	2.01
25468PDD5 WALT DISNEY COMPANY/THE 1.5% 17SEP2018	1.500	09/17/2018	550,000.00	555,351.50 0.00	550,790.90 (221.75)	548,654.70 (331.10)	(2,136.20)	0.00	710.41	1,695.83	2.23
91159HHE3 US BANCORP 1.95% 15NOV2018 (CALLABLE 15OCT18)	1.950	11/15/2018 10/15/2018	500,000.00	509,425.00 0.00	501,901.13 (345.66)	498,917.00 (121.00)	(2,984.13)	4,875.00	839.58	433.33	2.05
713448CK2 PEPSICO INC 2.25% 07JAN2019 (CALLABLE 07DEC18)	2.250	01/07/2019 12/07/2018	500,000.00	505,530.00 0.00	501,832.08 (253.28)	499,123.50 (632.50)	(2,708.58)	0.00	968.75	4,500.00	2.03
14912L6R7 CATERPILLAR FINL SERVICE 1.35% 18MAY2019	1.350	05/18/2019	500,000.00	498,245.00 0.00	499,346.80 56.31	494,016.50 799.00	(5,330.30)	3,375.00	581.25	243.75	2.00
89236TCF0 TOYOTA MOTOR CREDIT CORP 2.15% 12MAR2020	2.150	03/12/2020	500,000.00	504,545.00 0.00	503,238.50 (151.33)	494,089.50 631.00	(9,149.00)	0.00	925.70	2,359.03	2.03
<b>Total Corporate Bonds</b>			<b>3,050,000.00</b>	<b>3,073,451.50</b> <b>0.00</b>	<b>3,057,146.13</b> <b>(930.40)</b>	<b>3,033,651.70</b> <b>910.90</b>	<b>(23,494.43)</b>	<b>8,250.00</b>	<b>4,520.83</b>	<b>10,925.00</b>	<b>12.35</b>

# SECURITIES HELD

## As of May 31, 2018

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
<b>Government Agencies</b>											
3133EGFQ3 FEDERAL FARM CREDIT BANK 0.875% 14SEP2018	0.875	09/14/2018	500,000.00	500,497.00 0.00	500,063.97 (18.45)	498,400.00 410.00	(1,663.97)	0.00	376.73	935.76	2.01
3133EGM69 FEDERAL FARM CREDIT BANK 1.1% 05DEC2018	1.100	12/05/2018	1,250,000.00	1,247,248.75 0.00	1,249,294.06 114.47	1,243,112.50 1,475.00	(6,181.56)	0.00	1,184.03	6,722.22	5.01
3135G0H63 FANNIE MAE 1.375% 28JAN2019	1.375	01/28/2019	1,000,000.00	1,012,490.00 0.00	1,003,336.27 (420.54)	994,674.00 862.00	(8,662.27)	0.00	1,184.03	4,697.92	4.07
3133782M2 FEDERAL HOME LOAN BANK 1.5% 08MAR2019	1.500	03/08/2019	1,000,000.00	1,014,124.28 0.00	1,004,217.56 (455.13)	994,460.00 890.00	(9,757.56)	0.00	1,291.66	3,458.33	4.07
3133X72S2 FEDERAL HOME LOAN BANK 5.375% 15MAY2019	5.375	05/15/2019	500,000.00	515,625.00 (12,541.67)	514,413.44 (1,211.56)	514,545.00 (1,080.00)	131.56	13,437.50	2,090.27	1,194.44	2.07
313379EE5 FEDERAL HOME LOAN BANK 1.625% 14JUN2019	1.625	06/14/2019	1,000,000.00	993,180.00 0.00	994,418.64 447.70	993,713.00 2,037.00	(705.64)	0.00	1,399.30	7,538.19	3.99
3135G0L76 FANNIE MAE 1.075% 11JUL2019 (CALLABLE 11JUL18)	1.075	07/11/2019 07/11/2018	600,000.00	599,100.00 0.00	599,642.32 26.76	592,164.00 1,350.00	(7,478.32)	0.00	555.41	2,508.33	2.41
3133EGSCO FEDERAL FARM CREDIT BANK 1% 26AUG2019	1.000	08/26/2019	1,000,000.00	1,000,610.00 0.00	1,000,250.98 (16.88)	984,450.00 2,880.00	(15,800.98)	0.00	861.11	2,638.89	4.02
313380FB8 FEDERAL HOME LOAN BANK 1.375% 13SEP2019	1.375	09/13/2019	1,000,000.00	1,011,510.00 0.00	1,004,999.18 (323.93)	987,610.00 1,850.00	(17,389.18)	0.00	1,184.03	2,979.17	4.06
3134G3M49 FREDDIE MAC 1.5% 26SEP2019 CALLABLE	1.500	09/26/2019	1,000,000.00	1,001,001.00 0.00	1,000,600.10 (37.82)	987,250.00 1,890.00	(13,350.10)	0.00	1,291.66	2,708.33	4.02

# SECURITIES HELD

## As of May 31, 2018

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
<b>Government Agencies</b>											
3137EADM8 FREDDIE MAC 1.25% 02OCT2019	1.250	10/02/2019	1,000,000.00	993,010.00 0.00	995,186.89 299.58	985,542.00 2,111.00	(9,644.89)	0.00	1,076.39	2,048.61	3.99
3135G0R39 FANNIE MAE 1% 24OCT2019	1.000	10/24/2019	600,000.00	589,095.11 0.00	591,358.39 514.38	588,744.60 1,448.40	(2,613.79)	0.00	516.67	616.67	2.37
3130ABCH7 FEDERAL HOME LOAN BANK 1.5% 04NOV2019	1.500	11/04/2019	750,000.00	750,030.00 0.00	750,018.06 (1.05)	740,460.00 1,282.50	(9,558.06)	5,625.00	968.75	843.75	3.01
3133ECEY6 FEDERAL FARM CREDIT BANK 1.45% 11FEB2020	1.450	02/11/2020	1,000,000.00	1,003,130.00 0.00	1,001,637.35 (80.40)	984,360.00 3,390.00	(17,277.35)	0.00	1,248.62	4,430.56	4.03
3134G3K58 FREDDIE MAC 1.5% 19MAR2020 CALLABLE	1.500	03/19/2020	500,000.00	498,289.00 0.00	498,920.86 49.89	491,595.00 1,225.00	(7,325.86)	0.00	645.83	1,500.00	2.00
313383HU8 FEDERAL HOME LOAN BANK 1.75% 12JUN2020	1.750	06/12/2020	1,000,000.00	996,870.00 0.00	997,498.73 102.51	985,219.00 2,006.00	(12,279.73)	0.00	1,506.95	8,215.28	4.00
3133EHVX8 FEDERAL FARM CREDIT BANK 1.5% 24AUG2020	1.500	08/24/2020	1,000,000.00	999,190.00 0.00	999,387.36 22.86	976,810.00 1,970.00	(22,577.36)	0.00	1,291.67	4,041.67	4.01
3135G0RM7 FANNIE MAE 1.63% 30OCT2020 CALLABLE	1.630	10/30/2020	1,000,000.00	1,003,410.00 0.00	1,002,602.37 (86.74)	979,450.00 2,960.00	(23,152.37)	0.00	1,358.33	1,358.33	4.03
<b>Total Government Agencies</b>			<b>15,700,000.00</b>	<b>15,728,410.14</b> <b>(12,541.67)</b>	<b>15,707,846.53</b> <b>(1,074.35)</b>	<b>15,522,559.10</b> <b>28,956.90</b>	<b>(185,287.43)</b>	<b>19,062.50</b>	<b>20,031.44</b>	<b>58,436.45</b>	<b>63.18</b>
<b>Government Bonds</b>											
912828WLO USA TREASURY 1.5% 31MAY2019	1.500	05/31/2019	500,000.00	501,230.47 0.00	500,550.39 (46.75)	496,230.50 547.00	(4,319.89)	3,750.00	638.74	0.00	2.01

# SECURITIES HELD

## As of May 31, 2018

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
<b>Government Bonds</b>											
912828WS5 USA TREASURY 1.625% 30JUN2019	1.625	06/30/2019	1,000,000.00	993,281.25 0.00	994,572.79 425.93	992,930.00 1,094.00	(1,642.79)	0.00	1,391.58	6,778.32	3.99
912828TV2 USA TREASURY 1.25% 31OCT2019	1.250	10/31/2019	650,000.00	649,009.77 0.00	649,444.87 33.22	640,173.95 1,294.80	(9,270.92)	0.00	684.44	684.44	2.61
912828H52 USA TREASURY 1.25% 31JAN2020	1.250	01/31/2020	750,000.00	745,869.14 0.00	747,358.67 134.23	736,260.00 1,728.75	(11,098.67)	0.00	802.84	3,107.74	3.00
912828X96 USA TREASURY 1.5% 15MAY2020	1.500	05/15/2020	600,000.00	596,554.69 0.00	597,313.64 116.48	589,593.60 1,593.60	(7,720.04)	4,500.00	764.23	391.30	2.40
912828XM7 USA TREASURY 1.625% 31JUL2020	1.625	07/31/2020	1,000,000.00	1,005,742.19 0.00	1,004,270.25 (167.14)	982,773.00 2,734.00	(21,497.25)	0.00	1,391.57	5,386.74	4.04
<b>Total Government Bonds</b>			<b>4,500,000.00</b>	<b>4,491,687.51</b> <b>0.00</b>	<b>4,493,510.61</b> <b>495.97</b>	<b>4,437,961.05</b> <b>8,992.15</b>	<b>(55,549.56)</b>	<b>8,250.00</b>	<b>5,673.40</b>	<b>16,348.54</b>	<b>18.04</b>
<b>Municipal/Provincial Bonds</b>											
888599LS4 PT. SAN ASSESS DISTRICT 5.25% 144A 02SEP2032 SANRAF\$01	5.250	09/02/2032	1,455,700.00	1,455,700.00 0.00	1,455,700.00 0.00	1,455,700.00 0.00	0.00	0.00	6,580.97	18,893.77	5.85
<b>Total Municipal/Provincial Bonds</b>			<b>1,455,700.00</b>	<b>1,455,700.00</b> <b>0.00</b>	<b>1,455,700.00</b> <b>0.00</b>	<b>1,455,700.00</b> <b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>6,580.97</b>	<b>18,893.77</b>	<b>5.85</b>
<b>Grand total</b>			<b>24,852,305.45</b>	<b>24,895,854.60</b> <b>(12,541.67)</b>	<b>24,860,808.72</b> <b>(1,508.78)</b>	<b>24,596,477.30</b> <b>38,859.95</b>	<b>(264,331.42)</b>	<b>35,562.50</b>	<b>36,806.64</b>	<b>104,603.76</b>	<b>100.00</b>

# GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

## As of May 31, 2018

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
<b>Federal Home Loan Banks</b>												
3133782M2	FEDERAL HOME LOAN	1.500	03/08/2019		AA+	Aaa	1,000,000.00	1,014,124.28	4.07	994,460.00	4.04	0.76
3133X72S2	FEDERAL HOME LOAN	5.375	05/15/2019		AA+	Aaa	500,000.00	515,625.00	2.07	514,545.00	2.09	0.93
313379EE5	FEDERAL HOME LOAN	1.625	06/14/2019		AA+	Aaa	1,000,000.00	993,180.00	3.99	993,713.00	4.04	1.01
313380FB8	FEDERAL HOME LOAN	1.375	09/13/2019		AA+	Aaa	1,000,000.00	1,011,510.00	4.06	987,610.00	4.02	1.26
3130ABCH7	FEDERAL HOME LOAN	1.500	11/04/2019		AA+	Aaa	750,000.00	750,030.00	3.01	740,460.00	3.01	1.40
313383HU8	FEDERAL HOME LOAN	1.750	06/12/2020		AA+	Aaa	1,000,000.00	996,870.00	4.00	985,219.00	4.01	1.97
<b>Issuer total</b>							<b>5,250,000.00</b>	<b>5,281,339.28</b>	<b>21.21</b>	<b>5,216,007.00</b>	<b>21.21</b>	<b>1.24</b>
<b>Federal Farm Credit Banks</b>												
3133EGFQ3	FEDERAL FARM CREDIT	0.875	09/14/2018		AA+	Aaa	500,000.00	500,497.00	2.01	498,400.00	2.03	0.29
3133EGM69	FEDERAL FARM CREDIT	1.100	12/05/2018		AA+	Aaa	1,250,000.00	1,247,248.75	5.01	1,243,112.50	5.05	0.51
3133EGSCO	FEDERAL FARM CREDIT	1.000	08/26/2019		AA+	Aaa	1,000,000.00	1,000,610.00	4.02	984,450.00	4.00	1.22
3133ECEY6	FEDERAL FARM CREDIT	1.450	02/11/2020		AA+	Aaa	1,000,000.00	1,003,130.00	4.03	984,360.00	4.00	1.66
3133EHVX8	FEDERAL FARM CREDIT	1.500	08/24/2020		AA+	Aaa	1,000,000.00	999,190.00	4.01	976,810.00	3.97	2.17
<b>Issuer total</b>							<b>4,750,000.00</b>	<b>4,750,675.75</b>	<b>19.08</b>	<b>4,687,132.50</b>	<b>19.06</b>	<b>1.23</b>
<b>United States Treasury Note/Bond</b>												
912828WL0	USA TREASURY 1.5%	1.500	05/31/2019		AA+	Aaa	500,000.00	501,230.47	2.01	496,230.50	2.02	0.98
912828WS5	USA TREASURY 1.625%	1.625	06/30/2019		AA+	Aaa	1,000,000.00	993,281.25	3.99	992,930.00	4.04	1.06
912828TV2	USA TREASURY 1.25%	1.250	10/31/2019		AA+	Aaa	650,000.00	649,009.77	2.61	640,173.95	2.60	1.39
912828H52	USA TREASURY 1.25%	1.250	01/31/2020		AA+	Aaa	750,000.00	745,869.14	3.00	736,260.00	2.99	1.63
912828X96	USA TREASURY 1.5%	1.500	05/15/2020		AA+	Aaa	600,000.00	596,554.69	2.40	589,593.60	2.40	1.91
912828XM7	USA TREASURY 1.625%	1.625	07/31/2020		AA+	Aaa	1,000,000.00	1,005,742.19	4.04	982,773.00	4.00	2.10
<b>Issuer total</b>							<b>4,500,000.00</b>	<b>4,491,687.51</b>	<b>18.04</b>	<b>4,437,961.05</b>	<b>18.04</b>	<b>1.54</b>



# GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

SAN RAFAEL

As of May 31, 2018

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
<b>Federal National Mortgage Association</b>												
3135G0H63	FANNIE MAE 1.375%	1.375	01/28/2019		AA+	Aaa	1,000,000.00	1,012,490.00	4.07	994,674.00	4.04	0.65
3135G0L76	FANNIE MAE 1.075%	1.075	07/11/2019	07/11/2018	AA+	Aaa	600,000.00	599,100.00	2.41	592,164.00	2.41	1.09
3135G0R39	FANNIE MAE 1%	1.000	10/24/2019		AA+	Aaa	600,000.00	589,095.11	2.37	588,744.60	2.39	1.38
3135G0RM7	FANNIE MAE 1.63%	1.630	10/30/2020		AA+	Aaa	1,000,000.00	1,003,410.00	4.03	979,450.00	3.98	2.35
<b>Issuer total</b>							<b>3,200,000.00</b>	<b>3,204,095.11</b>	<b>12.87</b>	<b>3,155,032.60</b>	<b>12.83</b>	<b>1.40</b>
<b>Federal Home Loan Mortgage Corp</b>												
3134G3M49	FREDDIE MAC 1.5%	1.500	09/26/2019		AA+	Aaa	1,000,000.00	1,001,001.00	4.02	987,250.00	4.01	1.30
3137EADM8	FREDDIE MAC 1.25%	1.250	10/02/2019		AA+	Aaa	1,000,000.00	993,010.00	3.99	985,542.00	4.01	1.31
3134G3K58	FREDDIE MAC 1.5%	1.500	03/19/2020		AA+	Aaa	500,000.00	498,289.00	2.00	491,595.00	2.00	1.76
<b>Issuer total</b>							<b>2,500,000.00</b>	<b>2,492,300.00</b>	<b>10.01</b>	<b>2,464,387.00</b>	<b>10.02</b>	<b>1.40</b>
<b>Pt. San Assess District</b>												
888599LS4	PT. SAN ASSESS	5.250	09/02/2032		NR	NR	1,455,700.00	1,455,700.00	5.85	1,455,700.00	5.92	9.86
<b>Issuer total</b>							<b>1,455,700.00</b>	<b>1,455,700.00</b>	<b>5.85</b>	<b>1,455,700.00</b>	<b>5.92</b>	<b>9.86</b>
<b>Walt Disney Co/The</b>												
25468PDD5	WALT DISNEY	1.500	09/17/2018		A+	A2	550,000.00	555,351.50	2.23	548,654.70	2.23	0.30
<b>Issuer total</b>							<b>550,000.00</b>	<b>555,351.50</b>	<b>2.23</b>	<b>548,654.70</b>	<b>2.23</b>	<b>0.30</b>
<b>PepsiCo Inc</b>												
713448CK2	PEPSICO INC 2.25%	2.250	01/07/2019	12/07/2018	A+	A1	500,000.00	505,530.00	2.03	499,123.50	2.03	0.59
<b>Issuer total</b>							<b>500,000.00</b>	<b>505,530.00</b>	<b>2.03</b>	<b>499,123.50</b>	<b>2.03</b>	<b>0.59</b>
<b>US Bancorp</b>												
91159HHE3	US BANCORP 1.95%	1.950	11/15/2018	10/15/2018	A+	A1	500,000.00	509,425.00	2.05	498,917.00	2.03	0.45
<b>Issuer total</b>							<b>500,000.00</b>	<b>509,425.00</b>	<b>2.05</b>	<b>498,917.00</b>	<b>2.03</b>	<b>0.45</b>

# GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

SAN RAFAEL

As of May 31, 2018

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
<b>Berkshire Hathaway Inc</b>												
084670BX5	BERKSHIRE HATHAWAY	1.150	08/15/2018		AA	Aa2	500,000.00	500,355.00	2.01	498,850.50	2.03	0.21
<b>Issuer total</b>							<b>500,000.00</b>	<b>500,355.00</b>	<b>2.01</b>	<b>498,850.50</b>	<b>2.03</b>	<b>0.21</b>
<b>Toyota Motor Credit Corp</b>												
89236TCF0	TOYOTA MOTOR CREDIT	2.150	03/12/2020		AA-	Aa3	500,000.00	504,545.00	2.03	494,089.50	2.01	1.73
<b>Issuer total</b>							<b>500,000.00</b>	<b>504,545.00</b>	<b>2.03</b>	<b>494,089.50</b>	<b>2.01</b>	<b>1.73</b>
<b>Caterpillar Financial Services Corp</b>												
14912L6R7	CATERPILLAR FINL	1.350	05/18/2019		A	A3	500,000.00	498,245.00	2.00	494,016.50	2.01	0.95
<b>Issuer total</b>							<b>500,000.00</b>	<b>498,245.00</b>	<b>2.00</b>	<b>494,016.50</b>	<b>2.01</b>	<b>0.95</b>
<b>Cash and Cash Equivalents</b>												
	INVESTED CASH	0.000					146,605.45	146,605.45	0.59	146,605.45	0.60	0.00
<b>Issuer total</b>							<b>146,605.45</b>	<b>146,605.45</b>	<b>0.59</b>	<b>146,605.45</b>	<b>0.60</b>	<b>0.00</b>
<b>Grand total</b>							<b>24,852,305.45</b>	<b>24,895,854.60</b>	<b>100.00</b>	<b>24,596,477.30</b>	<b>100.00</b>	<b>1.76</b>

# SECURITIES PURCHASED

SAN RAFAEL

For the period May 1, 2018 - May 31, 2018

Cusip / Description / Broker	Trade date Settle date	Coupon	Maturity/ Call date	Par value or shares	Unit cost	Principal cost	Accrued interest purchased
<b>Government Agencies</b>							
3133X72S2	05/02/2018	5.375	05/15/2019	500,000.00	103.13	(515,625.00)	(12,541.67)
FEDERAL HOME LOAN BANK 5.375% 15MAY2019	05/03/2018						
MORGAN STANLEY AND CO., LLC							
<b>Total Government Agencies</b>				<b>500,000.00</b>		<b>(515,625.00)</b>	<b>(12,541.67)</b>
<b>Grand total</b>				<b>500,000.00</b>		<b>(515,625.00)</b>	<b>(12,541.67)</b>

# SECURITIES SOLD AND MATURED

For the period May 1, 2018 - May 31, 2018

Cusip/ Description/ Broker	Trade date Settle date	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost at sale or maturity /Accr (amort)	Price	Fair value at sale or maturity / Chg.in fair value	Realized gain (loss)	Accrued interest sold	Interest received	Interest earned
<b>Corporate Bonds</b>												
037833AJ9 APPLE INC 1% DUE 05-03-2018	05/03/2018 05/03/2018	1.000		(500,000.00)	498,090.00	500,000.00 7.11	0.00	500,000.00 25.00	0.00	0.00	2,500.00	41.67
<b>Total (Corporate Bonds)</b>				(500,000.00)	498,090.00	500,000.00 7.11		500,000.00 25.00	0.00	0.00	2,500.00	41.67
<b>Grand total</b>				(500,000.00)	498,090.00	500,000.00 7.11		500,000.00 25.00	0.00	0.00	2,500.00	41.67

# TRANSACTION REPORT

For the period May 1, 2018 - May 31, 2018

Trade date Settle date	Cusip	Transaction	Sec type	Description	Maturity	Par value or shares	Realized gain(loss)	Principal	Interest	Transaction total
05/02/2018 05/03/2018	3133X72S2	Bought	Government Agencies	FEDERAL HOME LOAN BANK	05/15/2019	500,000.00	0.00	(515,625.00)	(12,541.67)	(528,166.67)
05/03/2018 05/03/2018	037833AJ9	Income	Corporate Bonds	APPLE INC 1% DUE 05-03-2018	05/03/2018	500,000.00	0.00	0.00	2,500.00	2,500.00
05/03/2018 05/03/2018	037833AJ9	Capital Change	Corporate Bonds	APPLE INC 1% DUE 05-03-2018	05/03/2018	(500,000.00)	0.00	500,000.00	0.00	500,000.00
05/04/2018 05/04/2018	3130ABCH7	Income	Government Agencies	FEDERAL HOME LOAN BANK	11/04/2019	750,000.00	0.00	0.00	5,625.00	5,625.00
05/15/2018 05/15/2018	3133X72S2	Income	Government Agencies	FEDERAL HOME LOAN BANK	05/15/2019	500,000.00	0.00	0.00	13,437.50	13,437.50
05/15/2018 05/15/2018	91159HHE3	Income	Corporate Bonds	US BANCORP 1.95%	11/15/2018	500,000.00	0.00	0.00	4,875.00	4,875.00
05/15/2018 05/15/2018	912828X96	Income	Government Bonds	USA TREASURY 1.5%	05/15/2020	600,000.00	0.00	0.00	4,500.00	4,500.00
05/18/2018 05/18/2018	14912L6R7	Income	Corporate Bonds	CATERPILLAR FINL SERVICE	05/18/2019	500,000.00	0.00	0.00	3,375.00	3,375.00
05/31/2018 05/31/2018	912828WL0	Income	Government Bonds	USA TREASURY 1.5%	05/31/2019	500,000.00	0.00	0.00	3,750.00	3,750.00
05/31/2018		Income	Cash and Cash Equivalent	Cash		0.00	0.00	0.00	126.25	126.25

# ADDITIONAL INFORMATION

## As of May 31, 2018

Past performance is not a guide to future performance. The value of investments and any income from them will fluctuate and is not guaranteed (this may partly be due to exchange rate changes) and investors may not get back the amount invested. Transactions in foreign securities may be executed and settled in local markets. Performance comparisons will be affected by changes in interest rates. Investment returns fluctuate due to changes in market conditions. Investment involves risk, including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. The information contained herein is for your reference only and is being provided in response to your specific request and has been obtained from sources believed to be reliable; however, no representation is made regarding its accuracy or completeness. This document must not be used for the purpose of an offer or solicitation in any jurisdiction or in any circumstances in which such offer or solicitation is unlawful or otherwise not permitted. This document should not be duplicated, amended, or forwarded to a third party without consent from Insight. This is a marketing document intended for professional clients only and should not be made available to or relied upon by retail clients.

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Where indicated, performance numbers used in the analysis are gross returns. The performance reflects the reinvestment of all dividends and income. CAMC and CISC charge management fees on all portfolios managed and these fees will reduce the returns on the portfolios. For example, assume that \$30 million is invested in an account with either CAMC or CISC, and this account achieves a 5.0% annual return compounded monthly, gross of fees, for a period of five years. At the end of five years that account would have grown to \$38,500,760 before the deduction of management fees. Assuming management fees of 0.25% per year are deducted monthly from the account, the value at the end of the five year period would be \$38,022,447. Actual fees for new accounts are dependent on size and subject to negotiation. CAMCS and CISC's investment advisory fees are discussed in Part 2A of the Firms Form ADV.

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For trading activity the Clearing broker will be reflected. In certain cases the Clearing broker will differ from the Executing broker.

In calculating ratings distributions and weighted average portfolio quality, Insight assigns U.S Treasury and U.S agency securities a quality rating based on the methodology used within the respective benchmark index. When Moodys, S&P and Fitch rate a security, Bank of America and Merrill Lynch indexes assign a simple weighted average statistic while Barclays indexes assign the median statistic. Insight assigns all other securities the lower of Moodys and S&P ratings.

Information about the indices shown here is provided to allow for comparison of the performance of the strategy to that of certain well-known and widely recognized indices. There is no representation that such index is an appropriate benchmark for such comparison. You cannot invest directly in an index and the indices represented do not take into account trading commissions and/or other brokerage or custodial costs. The volatility of the indices may be materially different from that of the strategy. In addition, the strategys holdings may differ substantially from the securities that comprise the indices shown.

The BofA Merrill Lynch 3 Mo US T-Bill index is an unmanaged market index of U.S. Treasury securities maturing in 90 days that assumes reinvestment of all income.

The BofA Merrill Lynch 6 Mo US T-Bill index measures the performance of Treasury bills with time to maturity of less than 6 months.

The BofA Merrill Lynch Current 1-Year US Treasury Index is a one-security index comprised of the most recently issued 1-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 1-year note must be auctioned on or before the third business day before the last business day of the month.

The BofA Merrill Lynch Current 3-Year US Treasury Index is a one-security index comprised of the most recently issued 3-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 3-year note must be auctioned on or before the third business day before the last business day of the month.

The BofA Merrill Lynch Current 5-Year US Treasury Index is a one-security index comprised of the most recently issued 5-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 5-year note must be auctioned on or before the third business day before the last business day of the month.

The BofA Merrill Lynch 1-3 US Year Treasury Index is an unmanaged index that tracks the performance of the direct sovereign debt of the U.S. Government having a maturity of at least one year and less than three years.

The BofA Merrill Lynch 1-5 US Year Treasury Index is an unmanaged index that tracks the performance of the direct sovereign debt of the U.S. Government having a maturity of at least one year and less than five years.

Insight does not provide tax or legal advice to its clients and all investors are strongly urged to consult their tax and legal advisors regarding any potential strategy or investment.

# ADDITIONAL INFORMATION

## As of May 31, 2018

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# SAN RAFAEL

June 2018

Part of  BNY MELLON



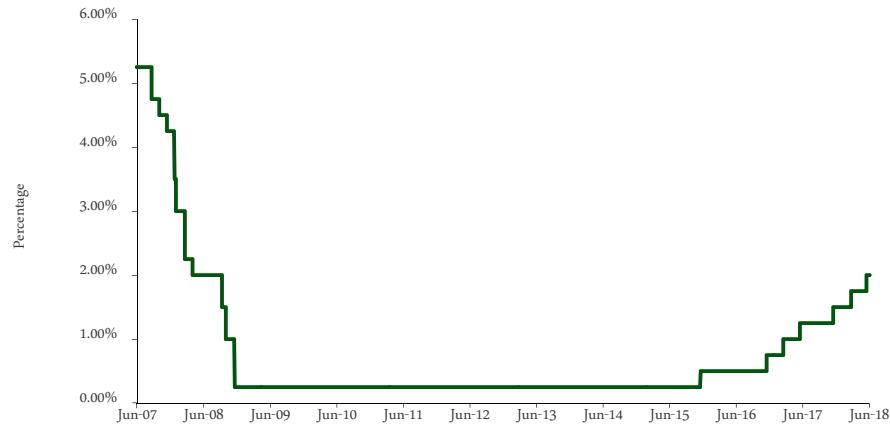


# Contents

Fixed income market review	3
Activity and performance summary	4
Recap of securities held	6
Maturity distribution of securities held	7
Securities held	8
GASB 40 - Deposit and investment risk disclosure	12
Transaction report	15
Additional information	16

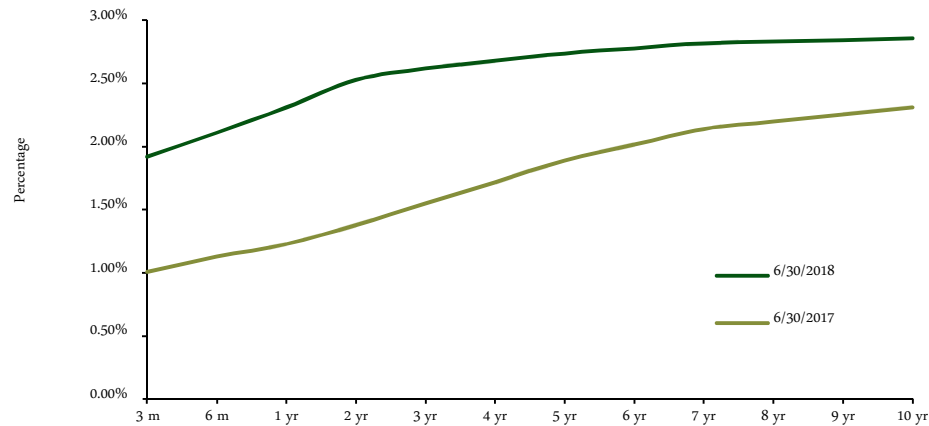
As of June 30, 2018

Chart 1: Fed funds target rate: 6/30/2007—6/30/2018



Source: Bloomberg Finance LP, June 30, 2018.

Chart 2: Treasury yield curve: 6/30/2017 and 6/30/2018



Source: Bloomberg Finance LP, June 30, 2018.

### Economic Indicators and Monetary Policy

On June 13, the Federal Open Market Committee (FOMC) met and unanimously agreed to increase the federal funds target range by 25 basis points to 1.75% to 2%. (See Chart 1). The FOMC statement noted a strengthening labor market and solid economic activity since the May meeting. The statement also reflected that the FOMC expects further gradual increases in the target rate will be consistent with continued economic expansion, strong labor market conditions and inflation near the FOMC’s 2% symmetrical target over the medium-term. Forward guidance from the FOMC meeting revealed that the median forecast for the upper range of the federal funds target rate at year-end 2018 is 2.375%, indicating that one-to-two additional rate increases are expected this year as of the June meeting.

The employment report released on June 1 showed an increase of 223,000 jobs in May, better than expectations for 190,000 jobs added. The unemployment rate decreased 0.1% to 3.8% and the underemployment rate fell 0.2% to 7.6% in May. Average hourly earnings increased 0.1% to 2.7% annual growth, better than expectations for 2.6% growth.

At the start of June, the Institute for Supply Management (ISM) Manufacturing and Non-Manufacturing Indices both pushed higher for May readings of 58.7% and 58.6% respectively. The final estimate for first quarter Gross Domestic Product (GDP) was released on June 28 showing 2% growth, revised down from the second estimate of 2.2% and an original estimate of 2.3% growth. Personal consumption was revised downward to 0.9% growth and inventories and net exports subtracted from the final estimate of first quarter GDP.

The Consumer Price Index (CPI) data released on June 12 showed 0.2% increases in the headline and core readings, in line with expectations. On an annual basis, the headline CPI was 2.8% for May and factoring out food and energy, the core level was 2.2%.

### Interest Rate Summary

At the end of June, the 3-month US Treasury bill yielded 1.92%, the 6-month US Treasury bill yielded 2.11%, the 2-year US Treasury note yielded 2.53%, the 5-year US Treasury note yielded 2.74% and the 10-year US Treasury note yielded 2.86%. (See Chart 2).

# ACTIVITY AND PERFORMANCE SUMMARY

For the period June 1, 2018 - June 30, 2018

<u>Amortized Cost Basis Activity Summary</u>		
<b>Opening balance</b>		24,860,808.72
Income received	23,895.98	
<b>Total receipts</b>		23,895.98
Expenses paid	(144.63)	
<b>Total disbursements</b>		(144.63)
Interportfolio transfers	0.00	
<b>Total Interportfolio transfers</b>		0.00
Realized gain (loss)		0.00
<b>Total amortization expense</b>		(3,893.97)
<b>Total OID/MKT accretion income</b>		2,321.42
Return of capital		0.00
<b>Closing balance</b>		24,882,987.52
<b>Ending fair value</b>		24,610,026.50
Unrealized gain (loss)		(272,961.02)

<u>Detail of Amortized Cost Basis Return</u>				
	Interest earned	Accretion (amortization)	Realized gain (loss)	Total income
Cash and Cash Equivalents	145.98	0.00	0.00	145.98
Corporate Bonds	4,229.17	(930.41)	0.00	3,298.76
Government Agencies	19,036.28	(1,122.12)	0.00	17,914.16
Government Bonds	5,481.12	479.98	0.00	5,961.10
Municipal/Provincial Bonds	6,156.40	0.00	0.00	6,156.40
<b>Total</b>	<b>35,048.95</b>	<b>(1,572.55)</b>	<b>0.00</b>	<b>33,476.40</b>

<u>Comparative Rates of Return (%)</u>			
	* Twelve month trailing	* Six month trailing	* One month
Fed Funds	1.38	0.79	0.15
Overnight Repo	1.38	0.80	0.15
Merrill Lynch 3m US Treas Bill	1.38	0.83	0.15
Merrill Lynch 6m US Treas Bill	1.51	0.90	0.17
ML 1 Year US Treasury Note	1.74	1.03	0.19
ML 2 Year US Treasury Note	1.95	1.14	0.21
ML 5 Year US Treasury Note	2.29	1.31	0.23

\* rates reflected are cumulative

<u>Summary of Amortized Cost Basis Return for the Period</u>	
	Total portfolio
Interest earned	35,048.95
Accretion (amortization)	(1,572.55)
Realized gain (loss) on sales	0.00
Total income on portfolio	33,476.40
Average daily amortized cost	24,876,237.01
Period return (%)	0.13
YTD return (%)	0.83
Weighted average final maturity in days	716

# ACTIVITY AND PERFORMANCE SUMMARY

For the period June 1, 2018 - June 30, 2018

<u>Fair Value Basis Activity Summary</u>		
<b>Opening balance</b>		24,596,477.30
Income received	23,895.98	
<b>Total receipts</b>		23,895.98
Expenses paid	(144.63)	
<b>Total disbursements</b>		(144.63)
Interportfolio transfers	0.00	
<b>Total Interportfolio transfers</b>		0.00
Unrealized gain (loss) on security movements		0.00
Return of capital		0.00
Change in fair value for the period		(10,202.15)
<b>Ending fair value</b>		24,610,026.50

<u>Detail of Fair Value Basis Return</u>			
	Interest earned	Change in fair value	Total income
Cash and Cash Equivalents	145.98	0.00	145.98
Corporate Bonds	4,229.17	874.25	5,103.42
Government Agencies	19,036.28	(7,472.30)	11,563.98
Government Bonds	5,481.12	(3,604.10)	1,877.02
Municipal/Provincial Bonds	6,156.40	0.00	6,156.40
<b>Total</b>	<b>35,048.95</b>	<b>(10,202.15)</b>	<b>24,846.80</b>

<u>Comparative Rates of Return (%)</u>			
	* Twelve month trailing	* Six month trailing	* One month
Fed Funds	1.38	0.79	0.15
Overnight Repo	1.38	0.80	0.15
ICE ML 3m US Treas Bill	1.36	0.81	0.17
ICE ML 6m US Treas Bill	1.39	0.80	0.16
ICE ML 1 Year US Treasury Note	0.92	0.65	0.12
ICE ML US Treasury 1-3	0.08	0.09	0.02
ICE ML US Treasury 1-5	(0.35)	(0.25)	(0.01)

\* rates reflected are cumulative

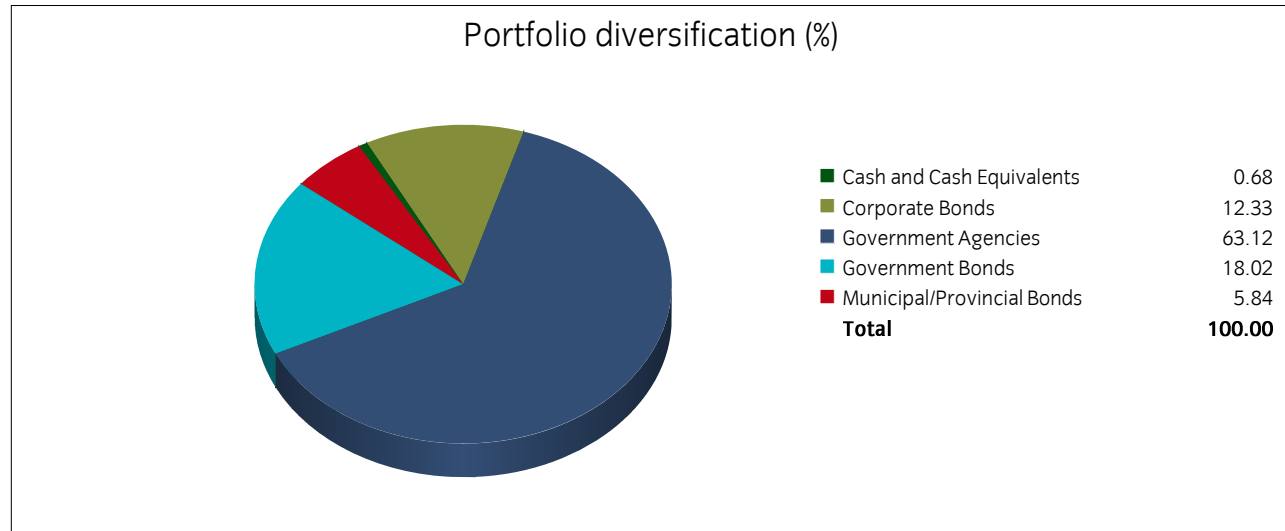
<u>Summary of Fair Value Basis Return for the Period</u>	
	Total portfolio
Interest earned	35,048.95
Change in fair value	(10,202.15)
Total income on portfolio	24,846.80
Average daily total value *	24,699,280.61
Period return (%)	0.10
YTD return (%)	0.50
Weighted average final maturity in days	716

\* Total value equals market value and accrued interest

# RECAP OF SECURITIES HELD

As of June 30, 2018

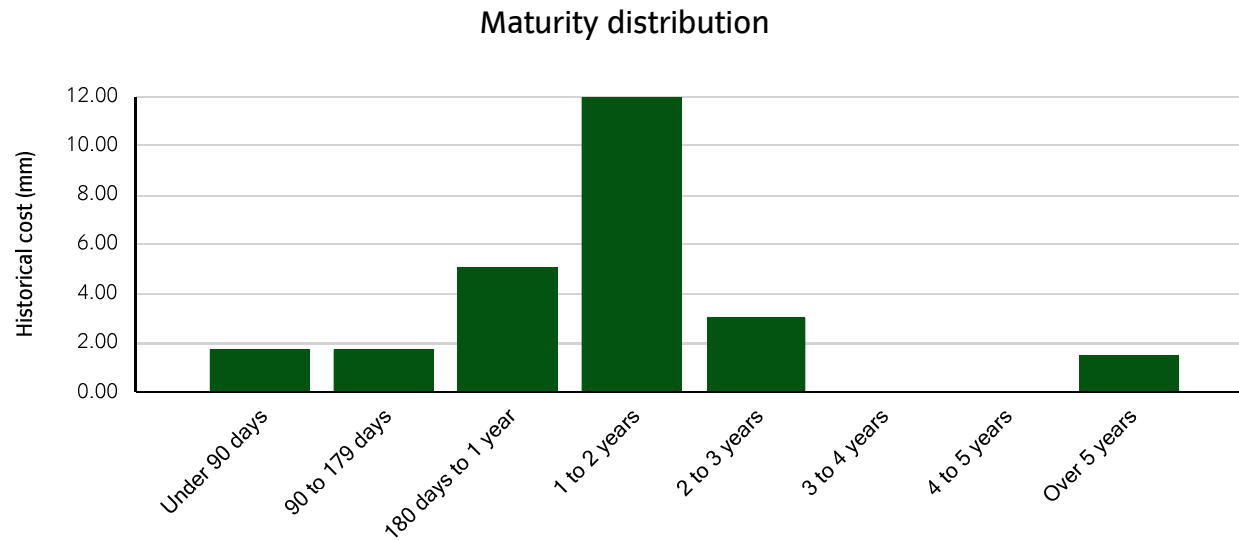
	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Weighted average final maturity (days)	Percent of portfolio	Weighted average effective duration (years)
Cash and Cash Equivalents	170,356.80	170,356.80	170,356.80	0.00	1	0.68	0.00
Corporate Bonds	3,073,451.50	3,056,215.72	3,034,525.95	(21,689.77)	231	12.33	0.62
Government Agencies	15,728,410.14	15,706,724.41	15,515,086.80	(191,637.61)	454	63.12	1.21
Government Bonds	4,491,687.51	4,493,990.59	4,434,356.95	(59,633.64)	548	18.02	1.46
Municipal/Provincial Bonds	1,455,700.00	1,455,700.00	1,455,700.00	0.00	5,179	5.84	9.77
<b>Total</b>	<b>24,919,605.95</b>	<b>24,882,987.52</b>	<b>24,610,026.50</b>	<b>(272,961.02)</b>	<b>716</b>	<b>100.00</b>	<b>1.68</b>



# MATURITY DISTRIBUTION OF SECURITIES HELD

As of June 30, 2018

Maturity	Historic cost	Percent
Under 90 days	1,726,560.30	6.93
90 to 179 days	1,756,673.75	7.05
180 days to 1 year	5,040,424.75	20.23
1 to 2 years	11,931,904.96	47.88
2 to 3 years	3,008,342.19	12.07
3 to 4 years	0.00	0.00
4 to 5 years	0.00	0.00
Over 5 years	1,455,700.00	5.84
	<b>24,919,605.95</b>	<b>100.00</b>



# SECURITIES HELD

## As of June 30, 2018

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
<b>Cash and Cash Equivalents</b>											
Cash and Cash Equivalents	0.000		170,356.80	170,356.80 0.00	170,356.80 0.00	170,356.80 0.00	0.00	0.00	0.00	0.00	0.68
<b>Total Cash and Cash Equivalents</b>			<b>170,356.80</b>	<b>170,356.80</b> <b>0.00</b>	<b>170,356.80</b> <b>0.00</b>	<b>170,356.80</b> <b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.68</b>
<b>Corporate Bonds</b>											
084670BX5 BERKSHIRE HATHAWAY INC 1.15% 15AUG2018	1.150	08/15/2018	500,000.00	500,355.00 0.00	500,022.03 (14.69)	499,329.00 478.50	(693.03)	0.00	463.19	2,156.25	2.01
25468PDD5 WALT DISNEY COMPANY/THE 1.5% 17SEP2018	1.500	09/17/2018	550,000.00	555,351.50 0.00	550,569.15 (221.75)	548,860.95 206.25	(1,708.20)	0.00	664.59	2,360.42	2.23
91159HHE3 US BANCORP 1.95% 15NOV2018 (CALLABLE 15OCT18)	1.950	11/15/2018 10/15/2018	500,000.00	509,425.00 0.00	501,555.47 (345.66)	498,940.00 23.00	(2,615.47)	0.00	785.42	1,218.75	2.04
713448CK2 PEPSICO INC 2.25% 07JAN2019 (CALLABLE 07DEC18)	2.250	01/07/2019 12/07/2018	500,000.00	505,530.00 0.00	501,578.79 (253.29)	499,191.00 67.50	(2,387.79)	0.00	906.25	5,406.25	2.03
14912L6R7 CATERPILLAR FINL SERVICE 1.35% 18MAY2019	1.350	05/18/2019	500,000.00	498,245.00 0.00	499,403.11 56.31	494,225.00 208.50	(5,178.11)	0.00	543.75	787.50	2.00
89236TCF0 TOYOTA MOTOR CREDIT CORP 2.15% 12MAR2020	2.150	03/12/2020	500,000.00	504,545.00 0.00	503,087.17 (151.33)	493,980.00 (109.50)	(9,107.17)	0.00	865.97	3,225.00	2.02
<b>Total Corporate Bonds</b>			<b>3,050,000.00</b>	<b>3,073,451.50</b> <b>0.00</b>	<b>3,056,215.72</b> <b>(930.41)</b>	<b>3,034,525.95</b> <b>874.25</b>	<b>(21,689.77)</b>	<b>0.00</b>	<b>4,229.17</b>	<b>15,154.17</b>	<b>12.33</b>

# SECURITIES HELD

## As of June 30, 2018

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
<b>Government Agencies</b>											
3133EGFQ3 FEDERAL FARM CREDIT BANK 0.875% 14SEP2018	0.875	09/14/2018	500,000.00	500,497.00 0.00	500,045.52 (18.45)	498,905.00 505.00	(1,140.52)	0.00	352.43	1,288.19	2.01
3133EGM69 FEDERAL FARM CREDIT BANK 1.1% 05DEC2018	1.100	12/05/2018	1,250,000.00	1,247,248.75 0.00	1,249,408.54 114.48	1,244,162.50 1,050.00	(5,246.04)	6,875.00	1,107.64	954.86	5.01
3135G0H63 FANNIE MAE 1.375% 28JAN2019	1.375	01/28/2019	1,000,000.00	1,012,490.00 0.00	1,002,915.74 (420.53)	995,069.00 395.00	(7,846.74)	0.00	1,107.64	5,805.56	4.06
3133782M2 FEDERAL HOME LOAN BANK 1.5% 08MAR2019	1.500	03/08/2019	1,000,000.00	1,014,124.28 0.00	1,003,762.43 (455.13)	994,950.00 490.00	(8,812.43)	0.00	1,208.34	4,666.67	4.07
3133X72S2 FEDERAL HOME LOAN BANK 5.375% 15MAY2019	5.375	05/15/2019	500,000.00	515,625.00 0.00	513,160.09 (1,253.35)	512,895.00 (1,650.00)	(265.09)	0.00	2,164.94	3,359.38	2.07
313379EE5 FEDERAL HOME LOAN BANK 1.625% 14JUN2019	1.625	06/14/2019	1,000,000.00	993,180.00 0.00	994,866.35 447.71	992,742.00 (971.00)	(2,124.35)	8,125.00	1,309.03	722.22	3.99
3135G0L76 FANNIE MAE 1.075% 11JUL2019 (CALLABLE 11OCT18)	1.075	07/11/2019 07/11/2018	600,000.00	599,100.00 0.00	599,669.08 26.76	592,080.00 (84.00)	(7,589.08)	0.00	519.59	3,027.92	2.40
3133EGSCO FEDERAL FARM CREDIT BANK 1% 26AUG2019	1.000	08/26/2019	1,000,000.00	1,000,610.00 0.00	1,000,234.10 (16.88)	984,060.00 (390.00)	(16,174.10)	0.00	805.55	3,444.44	4.02
313380FB8 FEDERAL HOME LOAN BANK 1.375% 13SEP2019	1.375	09/13/2019	1,000,000.00	1,011,510.00 0.00	1,004,675.26 (323.92)	988,030.00 420.00	(16,645.26)	0.00	1,107.64	4,086.81	4.06
3134G3M49 FREDDIE MAC 1.5% 26SEP2019 CALLABLE	1.500	09/26/2019	1,000,000.00	1,001,001.00 0.00	1,000,562.27 (37.83)	986,450.00 (800.00)	(14,112.27)	0.00	1,208.34	3,916.67	4.02



# SECURITIES HELD

## As of June 30, 2018

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
<b>Government Agencies</b>											
3137EADM8 FREDDIE MAC 1.25% 02OCT2019	1.250	10/02/2019	1,000,000.00	993,010.00 0.00	995,486.46 299.57	984,806.00 (736.00)	(10,680.46)	0.00	1,006.95	3,055.56	3.98
3135G0R39 FANNIE MAE 1% 24OCT2019	1.000	10/24/2019	600,000.00	589,095.11 0.00	591,872.77 514.38	588,577.80 (166.80)	(3,294.97)	0.00	483.33	1,100.00	2.36
3130ABCH7 FEDERAL HOME LOAN BANK 1.5% 04NOV2019	1.500	11/04/2019	750,000.00	750,030.00 0.00	750,017.00 (1.06)	740,167.50 (292.50)	(9,849.50)	0.00	906.25	1,750.00	3.01
3133ECEY6 FEDERAL FARM CREDIT BANK 1.45% 11FEB2020	1.450	02/11/2020	1,000,000.00	1,003,130.00 0.00	1,001,556.96 (80.39)	982,980.00 (1,380.00)	(18,576.96)	0.00	1,168.05	5,598.61	4.03
3134G3K58 FREDDIE MAC 1.5% 19MAR2020 CALLABLE	1.500	03/19/2020	500,000.00	498,289.00 0.00	498,970.74 49.88	490,915.00 (680.00)	(8,055.74)	0.00	604.17	2,104.17	2.00
313383HU8 FEDERAL HOME LOAN BANK 1.75% 12JUN2020	1.750	06/12/2020	1,000,000.00	996,870.00 0.00	997,601.24 102.51	983,727.00 (1,492.00)	(13,874.24)	8,750.00	1,409.72	875.00	4.00
3133EHVX8 FEDERAL FARM CREDIT BANK 1.5% 24AUG2020	1.500	08/24/2020	1,000,000.00	999,190.00 0.00	999,410.22 22.86	976,700.00 (110.00)	(22,710.22)	0.00	1,208.33	5,250.00	4.01
3135G0RM7 FANNIE MAE 1.63% 30OCT2020 CALLABLE	1.630	10/30/2020	1,000,000.00	1,003,410.00 0.00	1,002,509.64 (92.73)	977,870.00 (1,580.00)	(24,639.64)	0.00	1,358.34	2,716.67	4.03
<b>Total Government Agencies</b>			<b>15,700,000.00</b>	<b>15,728,410.14</b> <b>0.00</b>	<b>15,706,724.41</b> <b>(1,122.12)</b>	<b>15,515,086.80</b> <b>(7,472.30)</b>	<b>(191,637.61)</b>	<b>23,750.00</b>	<b>19,036.28</b>	<b>53,722.73</b>	<b>63.12</b>
<b>Government Bonds</b>											
912828WLO USA TREASURY 1.5% 31MAY2019	1.500	05/31/2019	500,000.00	501,230.47 0.00	500,505.16 (45.23)	496,230.50 0.00	(4,274.66)	0.00	614.75	614.75	2.01

# SECURITIES HELD

## As of June 30, 2018

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
<b>Government Bonds</b>											
912828WS5 USA TREASURY 1.625% 30JUN2019	1.625	06/30/2019	1,000,000.00	993,281.25 0.00	994,984.98 412.19	992,695.00 (235.00)	(2,289.98)	0.00	1,346.68	8,125.00	3.99
912828TV2 USA TREASURY 1.25% 31OCT2019	1.250	10/31/2019	650,000.00	649,009.77 0.00	649,477.02 32.15	639,818.40 (355.55)	(9,658.62)	0.00	662.37	1,346.81	2.60
912828H52 USA TREASURY 1.25% 31JAN2020	1.250	01/31/2020	750,000.00	745,869.14 0.00	747,488.58 129.91	735,644.25 (615.75)	(11,844.33)	0.00	776.93	3,884.67	2.99
912828X96 USA TREASURY 1.5% 15MAY2020	1.500	05/15/2020	600,000.00	596,554.69 0.00	597,426.35 112.71	588,796.80 (796.80)	(8,629.55)	0.00	733.70	1,125.00	2.39
912828XM7 USA TREASURY 1.625% 31JUL2020	1.625	07/31/2020	1,000,000.00	1,005,742.19 0.00	1,004,108.50 (161.75)	981,172.00 (1,601.00)	(22,936.50)	0.00	1,346.69	6,733.43	4.04
<b>Total Government Bonds</b>			<b>4,500,000.00</b>	<b>4,491,687.51</b> <b>0.00</b>	<b>4,493,990.59</b> <b>479.98</b>	<b>4,434,356.95</b> <b>(3,604.10)</b>	<b>(59,633.64)</b>	<b>0.00</b>	<b>5,481.12</b>	<b>21,829.66</b>	<b>18.02</b>
<b>Municipal/Provincial Bonds</b>											
888599LS4 PT. SAN ASSESS DISTRICT 5.25% 144A 02SEP2032 SANRAF\$01	5.250	09/02/2032	1,455,700.00	1,455,700.00 0.00	1,455,700.00 0.00	1,455,700.00 0.00	0.00	0.00	6,156.40	25,050.17	5.84
<b>Total Municipal/Provincial Bonds</b>			<b>1,455,700.00</b>	<b>1,455,700.00</b> <b>0.00</b>	<b>1,455,700.00</b> <b>0.00</b>	<b>1,455,700.00</b> <b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>6,156.40</b>	<b>25,050.17</b>	<b>5.84</b>
<b>Grand total</b>			<b>24,876,056.80</b>	<b>24,919,605.95</b> <b>0.00</b>	<b>24,882,987.52</b> <b>(1,572.55)</b>	<b>24,610,026.50</b> <b>(10,202.15)</b>	<b>(272,961.02)</b>	<b>23,750.00</b>	<b>34,902.97</b>	<b>115,756.73</b>	<b>100.00</b>

# GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

## As of June 30, 2018

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
<b>Federal Home Loan Banks</b>												
3133782M2	FEDERAL HOME LOAN	1.500	03/08/2019		AA+	Aaa	1,000,000.00	1,014,124.28	4.07	994,950.00	4.04	0.68
3133X72S2	FEDERAL HOME LOAN	5.375	05/15/2019		AA+	Aaa	500,000.00	515,625.00	2.07	512,895.00	2.08	0.85
313379EE5	FEDERAL HOME LOAN	1.625	06/14/2019		AA+	Aaa	1,000,000.00	993,180.00	3.99	992,742.00	4.03	0.94
313380FB8	FEDERAL HOME LOAN	1.375	09/13/2019		AA+	Aaa	1,000,000.00	1,011,510.00	4.06	988,030.00	4.01	1.18
3130ABCH7	FEDERAL HOME LOAN	1.500	11/04/2019		AA+	Aaa	750,000.00	750,030.00	3.01	740,167.50	3.01	1.32
313383HU8	FEDERAL HOME LOAN	1.750	06/12/2020		AA+	Aaa	1,000,000.00	996,870.00	4.00	983,727.00	4.00	1.90
<b>Issuer total</b>							<b>5,250,000.00</b>	<b>5,281,339.28</b>	<b>21.19</b>	<b>5,212,511.50</b>	<b>21.18</b>	<b>1.16</b>
<b>Federal Farm Credit Banks</b>												
3133EGFQ3	FEDERAL FARM CREDIT	0.875	09/14/2018		AA+	Aaa	500,000.00	500,497.00	2.01	498,905.00	2.03	0.21
3133EGM69	FEDERAL FARM CREDIT	1.100	12/05/2018		AA+	Aaa	1,250,000.00	1,247,248.75	5.01	1,244,162.50	5.06	0.43
3133EGSCO	FEDERAL FARM CREDIT	1.000	08/26/2019		AA+	Aaa	1,000,000.00	1,000,610.00	4.02	984,060.00	4.00	1.14
3133ECEY6	FEDERAL FARM CREDIT	1.450	02/11/2020		AA+	Aaa	1,000,000.00	1,003,130.00	4.03	982,980.00	3.99	1.58
3133EHVX8	FEDERAL FARM CREDIT	1.500	08/24/2020		AA+	Aaa	1,000,000.00	999,190.00	4.01	976,700.00	3.97	2.09
<b>Issuer total</b>							<b>4,750,000.00</b>	<b>4,750,675.75</b>	<b>19.06</b>	<b>4,686,807.50</b>	<b>19.04</b>	<b>1.15</b>
<b>United States Treasury Note/Bond</b>												
912828WL0	USA TREASURY 1.5%	1.500	05/31/2019		AA+	Aaa	500,000.00	501,230.47	2.01	496,230.50	2.02	0.91
912828WS5	USA TREASURY 1.625%	1.625	06/30/2019		AA+	Aaa	1,000,000.00	993,281.25	3.99	992,695.00	4.03	0.98
912828TV2	USA TREASURY 1.25%	1.250	10/31/2019		AA+	Aaa	650,000.00	649,009.77	2.60	639,818.40	2.60	1.31
912828H52	USA TREASURY 1.25%	1.250	01/31/2020		AA+	Aaa	750,000.00	745,869.14	2.99	735,644.25	2.99	1.55
912828X96	USA TREASURY 1.5%	1.500	05/15/2020		AA+	Aaa	600,000.00	596,554.69	2.39	588,796.80	2.39	1.83
912828XM7	USA TREASURY 1.625%	1.625	07/31/2020		AA+	Aaa	1,000,000.00	1,005,742.19	4.04	981,172.00	3.99	2.02
<b>Issuer total</b>							<b>4,500,000.00</b>	<b>4,491,687.51</b>	<b>18.02</b>	<b>4,434,356.95</b>	<b>18.02</b>	<b>1.46</b>

# GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

SAN RAFAEL

As of June 30, 2018

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
<b>Federal National Mortgage Association</b>												
3135G0H63	FANNIE MAE 1.375%	1.375	01/28/2019		AA+	Aaa	1,000,000.00	1,012,490.00	4.06	995,069.00	4.04	0.57
3135G0L76	FANNIE MAE 1.075%	1.075	07/11/2019	07/11/2018	AA+	Aaa	600,000.00	599,100.00	2.40	592,080.00	2.41	1.00
3135G0R39	FANNIE MAE 1%	1.000	10/24/2019		AA+	Aaa	600,000.00	589,095.11	2.36	588,577.80	2.39	1.29
3135G0RM7	FANNIE MAE 1.63%	1.630	10/30/2020		AA+	Aaa	1,000,000.00	1,003,410.00	4.03	977,870.00	3.97	2.27
<b>Issuer total</b>							<b>3,200,000.00</b>	<b>3,204,095.11</b>	<b>12.86</b>	<b>3,153,596.80</b>	<b>12.81</b>	<b>1.32</b>
<b>Federal Home Loan Mortgage Corp</b>												
3134G3M49	FREDDIE MAC 1.5%	1.500	09/26/2019		AA+	Aaa	1,000,000.00	1,001,001.00	4.02	986,450.00	4.01	1.22
3137EADM8	FREDDIE MAC 1.25%	1.250	10/02/2019		AA+	Aaa	1,000,000.00	993,010.00	3.98	984,806.00	4.00	1.23
3134G3K58	FREDDIE MAC 1.5%	1.500	03/19/2020		AA+	Aaa	500,000.00	498,289.00	2.00	490,915.00	1.99	1.68
<b>Issuer total</b>							<b>2,500,000.00</b>	<b>2,492,300.00</b>	<b>10.00</b>	<b>2,462,171.00</b>	<b>10.00</b>	<b>1.32</b>
<b>Pt. San Assess District</b>												
888599LS4	PT. SAN ASSESS	5.250	09/02/2032		NR	NR	1,455,700.00	1,455,700.00	5.84	1,455,700.00	5.92	9.77
<b>Issuer total</b>							<b>1,455,700.00</b>	<b>1,455,700.00</b>	<b>5.84</b>	<b>1,455,700.00</b>	<b>5.92</b>	<b>9.77</b>
<b>Walt Disney Co/The</b>												
25468PDD5	WALT DISNEY	1.500	09/17/2018		A+	A2	550,000.00	555,351.50	2.23	548,860.95	2.23	0.22
<b>Issuer total</b>							<b>550,000.00</b>	<b>555,351.50</b>	<b>2.23</b>	<b>548,860.95</b>	<b>2.23</b>	<b>0.22</b>
<b>Berkshire Hathaway Inc</b>												
084670BX5	BERKSHIRE HATHAWAY	1.150	08/15/2018		AA	Aa2	500,000.00	500,355.00	2.01	499,329.00	2.03	0.13
<b>Issuer total</b>							<b>500,000.00</b>	<b>500,355.00</b>	<b>2.01</b>	<b>499,329.00</b>	<b>2.03</b>	<b>0.13</b>
<b>PepsiCo Inc</b>												
713448CK2	PEPSICO INC 2.25%	2.250	01/07/2019	12/07/2018	A+	A1	500,000.00	505,530.00	2.03	499,191.00	2.03	0.51
<b>Issuer total</b>							<b>500,000.00</b>	<b>505,530.00</b>	<b>2.03</b>	<b>499,191.00</b>	<b>2.03</b>	<b>0.51</b>

# GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

SAN RAFAEL

As of June 30, 2018

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
<b>US Bancorp</b>												
91159HHE3	US BANCORP 1.95%	1.950	11/15/2018	10/15/2018	A+	A1	500,000.00	509,425.00	2.04	498,940.00	2.03	0.38
<b>Issuer total</b>							<b>500,000.00</b>	<b>509,425.00</b>	<b>2.04</b>	<b>498,940.00</b>	<b>2.03</b>	<b>0.38</b>
<b>Caterpillar Financial Services Corp</b>												
14912L6R7	CATERPILLAR FINL	1.350	05/18/2019		A	A3	500,000.00	498,245.00	2.00	494,225.00	2.01	0.87
<b>Issuer total</b>							<b>500,000.00</b>	<b>498,245.00</b>	<b>2.00</b>	<b>494,225.00</b>	<b>2.01</b>	<b>0.87</b>
<b>Toyota Motor Credit Corp</b>												
89236TCF0	TOYOTA MOTOR CREDIT	2.150	03/12/2020		AA-	Aa3	500,000.00	504,545.00	2.02	493,980.00	2.01	1.64
<b>Issuer total</b>							<b>500,000.00</b>	<b>504,545.00</b>	<b>2.02</b>	<b>493,980.00</b>	<b>2.01</b>	<b>1.64</b>
<b>Cash and Cash Equivalents</b>												
	INVESTED CASH	0.000					170,356.80	170,356.80	0.68	170,356.80	0.69	0.00
<b>Issuer total</b>							<b>170,356.80</b>	<b>170,356.80</b>	<b>0.68</b>	<b>170,356.80</b>	<b>0.69</b>	<b>0.00</b>
<b>Grand total</b>							<b>24,876,056.80</b>	<b>24,919,605.95</b>	<b>100.00</b>	<b>24,610,026.50</b>	<b>100.00</b>	<b>1.68</b>

# TRANSACTION REPORT

For the period June 1, 2018 - June 30, 2018

Trade date Settle date	Cusip	Transaction	Sec type	Description	Maturity	Par value or shares	Realized gain(loss)	Principal	Interest	Transaction total
06/05/2018 06/05/2018	3133EGM69	Income	Government Agencies	FEDERAL FARM CREDIT BANK	12/05/2018	1,250,000.00	0.00	0.00	6,875.00	6,875.00
06/12/2018 06/12/2018	313383HU8	Income	Government Agencies	FEDERAL HOME LOAN BANK	06/12/2020	1,000,000.00	0.00	0.00	8,750.00	8,750.00
06/14/2018 06/14/2018	313379EE5	Income	Government Agencies	FEDERAL HOME LOAN BANK	06/14/2019	1,000,000.00	0.00	0.00	8,125.00	8,125.00
06/30/2018		Income	Cash and Cash Equivalents	Cash		0.00	0.00	0.00	145.98	145.98

# ADDITIONAL INFORMATION

## As of June 30, 2018

Past performance is not a guide to future performance. The value of investments and any income from them will fluctuate and is not guaranteed (this may partly be due to exchange rate changes) and investors may not get back the amount invested. Transactions in foreign securities may be executed and settled in local markets. Performance comparisons will be affected by changes in interest rates. Investment returns fluctuate due to changes in market conditions. Investment involves risk, including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. The information contained herein is for your reference only and is being provided in response to your specific request and has been obtained from sources believed to be reliable; however, no representation is made regarding its accuracy or completeness. This document must not be used for the purpose of an offer or solicitation in any jurisdiction or in any circumstances in which such offer or solicitation is unlawful or otherwise not permitted. This document should not be duplicated, amended, or forwarded to a third party without consent from Insight. This is a marketing document intended for professional clients only and should not be made available to or relied upon by retail clients.

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Where indicated, performance numbers used in the analysis are gross returns. The performance reflects the reinvestment of all dividends and income. CAMC and CISC charge management fees on all portfolios managed and these fees will reduce the returns on the portfolios. For example, assume that \$30 million is invested in an account with either CAMC or CISC, and this account achieves a 5.0% annual return compounded monthly, gross of fees, for a period of five years. At the end of five years that account would have grown to \$38,500,760 before the deduction of management fees. Assuming management fees of 0.25% per year are deducted monthly from the account, the value at the end of the five year period would be \$38,022,447. Actual fees for new accounts are dependent on size and subject to negotiation. CAMCS and CISC's investment advisory fees are discussed in Part 2A of the Firms Form ADV.

Unless otherwise stated, the source of information is Insight. Any forecasts or opinions are Insights own at the date of this document (or as otherwise specified) and may change. Material in this publication is for general information only and is not advice, investment advice, or the recommendation of any purchase or sale of any security. Insight makes no implied or expressed recommendations concerning the manner in which an account should or would be handled, as appropriate investment strategies depend upon specific investment guidelines and objectives and should not be construed to be an assurance that any particular security in a strategy will remain in any fund, account, or strategy, or that a previously held security will not be repurchased. It should not be assumed that any of the security transactions or holdings referenced herein have been or will prove to be profitable or that future investment decisions will be profitable or will equal or exceed the past investment performance of the securities listed.

For trading activity the Clearing broker will be reflected. In certain cases the Clearing broker will differ from the Executing broker.

In calculating ratings distributions and weighted average portfolio quality, Insight assigns U.S Treasury and U.S agency securities a quality rating based on the methodology used within the respective benchmark index. When Moodys, S&P and Fitch rate a security, Bank of America and Merrill Lynch indexes assign a simple weighted average statistic while Barclays indexes assign the median statistic. Insight assigns all other securities the lower of Moodys and S&P ratings.

Information about the indices shown here is provided to allow for comparison of the performance of the strategy to that of certain well-known and widely recognized indices. There is no representation that such index is an appropriate benchmark for such comparison. You cannot invest directly in an index and the indices represented do not take into account trading commissions and/or other brokerage or custodial costs. The volatility of the indices may be materially different from that of the strategy. In addition, the strategys holdings may differ substantially from the securities that comprise the indices shown.

The BofA Merrill Lynch 3 Mo US T-Bill index is an unmanaged market index of U.S. Treasury securities maturing in 90 days that assumes reinvestment of all income.

The BofA Merrill Lynch 6 Mo US T-Bill index measures the performance of Treasury bills with time to maturity of less than 6 months.

The BofA Merrill Lynch Current 1-Year US Treasury Index is a one-security index comprised of the most recently issued 1-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 1-year note must be auctioned on or before the third business day before the last business day of the month.

The BofA Merrill Lynch Current 3-Year US Treasury Index is a one-security index comprised of the most recently issued 3-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 3-year note must be auctioned on or before the third business day before the last business day of the month.

The BofA Merrill Lynch Current 5-Year US Treasury Index is a one-security index comprised of the most recently issued 5-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 5-year note must be auctioned on or before the third business day before the last business day of the month.

The BofA Merrill Lynch 1-3 US Year Treasury Index is an unmanaged index that tracks the performance of the direct sovereign debt of the U.S. Government having a maturity of at least one year and less than three years.

The BofA Merrill Lynch 1-5 US Year Treasury Index is an unmanaged index that tracks the performance of the direct sovereign debt of the U.S. Government having a maturity of at least one year and less than five years.

Insight does not provide tax or legal advice to its clients and all investors are strongly urged to consult their tax and legal advisors regarding any potential strategy or investment.

# ADDITIONAL INFORMATION

## As of June 30, 2018

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**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: INFORMATION TECHNOLOGY

Prepared by: Gus Bush, IT Manager

City Manager Approval: \_\_\_\_\_

**TOPIC: AGREEMENT FOR GRANICUS VIDEO STREAMING SERVICES**

**SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GRANICUS, LLC, TO PROVIDE VIDEO STREAMING AND RELATED MEDIA SERVICES**

**RECOMMENDATION:**

Adopt a resolution authorizing the City Manager to execute an agreement with Granicus, LLC, for a period beginning July 1, 2018 and ending no later than June 30, 2021, in amount not to exceed \$91,614.78, to provide video streaming and related media services.

**BACKGROUND:**

In 2010, the City of San Rafael worked with the Marin Telecommunications Agency to identify a vendor that could deliver a solution to help multiple agencies in Marin County broadcast their public meetings over the Internet. Granicus was selected as the preferred vendor at that time and the City subsequently executed an agreement to begin implementation of its solution in 2011. The City's original agreement with Granicus was renewed in 2015 and the current agreement expired at the end of June 2018. Granicus has proposed a new agreement to continue providing services for one year minimum, followed by two optional years, for a maximum term through June 2021.

**ANALYSIS:**

Granicus is the recognized industry leader of cloud-based streaming media solutions for government agencies by groups such as the City Clerks Association of California and Municipal Information Systems Association of California. Granicus currently provides streaming services to thousands of clients across the country (including New York State, Los Angeles, San Francisco, Sonoma County, Marin County, Novato, Mill Valley, San Anselmo, and others). For the City of San Rafael, they have been providing services since March 2011 without any major issues.

The City currently uses Granicus to publish online copies of meeting agendas, staff reports, video archives, and meeting minutes for the City Council, Planning Commission, and Design Review Board. Staff is also using Granicus to publish online agendas and minutes for other City Boards and Commissions, including the Library Board of Trustees, Fire Commission, Parks and Recreation Commission, and others. The City Clerk's office also uses Granicus to track the recruitment,

**FOR CITY CLERK ONLY**

File No.: \_\_\_\_\_

Council Meeting: \_\_\_\_\_

Disposition: \_\_\_\_\_

appointment, and status of members on all the City's Boards and Commissions. See Attachment 2 for the proposed subscription agreement.

**FISCAL IMPACT:**

Last year's subscription fees for the City's current Granicus solution were \$23,160. Granicus has proposed the following fees for the upcoming year:

Upgraded Hardware (digital encoding appliance)	\$4,500.00
Annual Subscription Fees (year 1)	\$27,097.20
	-----
Total (year 1)	\$31,597.20

For years 2 and 3, Granicus has proposed the following fees:

Annual Subscription Fees (year 2)	\$28,994.00
Annual Subscription Fees (year 3)	\$31,023.58

**Total Not to Exceed Amount** **\$91,614.78**

Note that year 1 includes a one-time charge of \$4,500 to replace the City's current analog video converter (the "encoding appliance") with a new digital system. See Exhibit B of the proposed agreement (Attachment 2) for an itemized listing of all the one-time charges and annual subscription fees.

The funds to cover the first year of the agreement have been appropriated in the City's Technology Fund (Fund No. 601) for FY 2018-19. Funds to cover subsequent years would be requested through the City's normal budget process.

**OPTIONS:**

The City Council has the following options to consider on this matter:

1. Accept staff's recommendation and adopt resolution, as written, authorizing the City Manager to enter into a new agreement with Granicus.
2. Adopt resolution with modifications.
3. Direct staff to return with more information.
4. Direct staff to not proceed with the renewal of Granicus services at this time.

**RECOMMENDED ACTION:**

Adopt resolution authorizing the City Manager to execute an agreement with Granicus, LLC, for a period beginning July 1, 2018 and ending no later than June 30, 2021, in amount not to exceed \$91,614.78, to provide video streaming and related media services.

**ATTACHMENTS:**

1. Resolution
2. Agreement

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GRANICUS, LLC, TO PROVIDE VIDEO STREAMING AND RELATED MEDIA SERVICES**

**WHEREAS**, the City desires to continue its use of a streaming media solution to broadcast public meetings over the Internet, to make meeting agendas, archived videos, and meeting minutes available on its website, and to track the recruitment and appointment of members to the City’s Boards and Commissions; and

**WHEREAS**, the City has been using a cloud-based software solution from Granicus, LLC, for this purpose since March 2011; and

**WHEREAS**, Granicus, LLC, is the recognized industry leader in providing streaming media solutions to the public sector; and

**WHEREAS**, the City wishes to enter into a new agreement with Granicus, LLC, for continued services.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the City Council authorizes the City Manager to enter into a sole-source agreement with Granicus, LLC, in a form approved by the City Attorney, for video streaming and related media services for a period not to exceed three years and for a total cost not to exceed \$91,614.78.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Monday, the 6th day of August, 2018 by the following vote, to wit:

AYES:           COUNCILMEMBERS:  
NOES:           COUNCILMEMBERS:  
ABSENT:        COUNCILMEMBERS:

---

LINDSAY LARA, City Clerk

## Master Subscription Agreement

This Master Subscription Agreement (“**Agreement**”) is entered into and effective \_\_\_\_\_, 201\_ (“**Effective Date**”) by and between City of San Rafael (“**Customer**”) and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (“**Granicus**”). Customer and Granicus may each be referred to herein as “**Party**” or collectively as “**Parties**”.

1. **Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

“**Agreement Term**” means the total time covered by the Initial Term and all Extension Terms for each Order, SOW or Exhibit under this Agreement, further specified in Section 7.1.

“**Exhibit**” means any exhibit referenced herein and attached hereto.

“**Extension Term**” any term that increases the length of the Initial Term of this Agreement.

“**Fees**” mean the fees charged by Granicus for the Granicus Products and Services as identified on each Order, SOW or Exhibit and, unless otherwise stated in each Order, SOW or Exhibit, invoiced upon commencement of the Order Term.

“**Granicus Products and Services**” means the products and services made available to Customer pursuant to this Agreement, which may include Granicus products, services, application software accessible for use by Customer on a subscription basis (“**SaaS**”), Granicus professional services, content from any professional services or other required equipment components (“**Required Hardware**”), as specified in each Order, SOW or Exhibit.

“**Initial Term**” shall have the meaning specified in the Order, SOW or Exhibit between Granicus and Customer for the first duration of performance that Customer has access to Granicus Products and Services.

“**Order**” means a written order, proposal, or purchase document in which Granicus agrees to provide and Customer agrees to purchase specific Granicus Products and Services.

“**Order Term**” shall mean the then-current duration of performance identified on each Order, SOW or Exhibit, for which Granicus has committed to provide, and Customer has committed to pay for, Granicus Products and Services.

“**Statement of Work**” or “**SOW**” means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order, SOW or Exhibit shall describe the Parties’ performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order, SOW or Exhibit placed hereunder.

“**Support**” means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order, SOW or Exhibit placed between the Parties.

## 2. Ordering and Scope

- 2.1. **Ordering Granicus Products and Services.** The Parties may execute one or more Order, SOW or Exhibit related to the sale and purchase of Granicus Products and Services. Each Order, SOW or Exhibit will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order, SOW or Exhibit must, generally, be signed by the Parties; although, when a validly-issued purchase order by Customer accompanies the Order, SOW or Exhibit, then the Order, SOW or Exhibit need not be executed by the Parties. Each Order, SOW or Exhibit dated on or after the Effective Date shall be governed by this Agreement regardless of any pre-printed legal terms on each Order, SOW or Exhibit, and by this reference is incorporated herein.
- 2.2. **Support.** Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Customer is not materially diminished.
- 2.3. **Future Functionality.** Customer acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.
- 2.4. **Cooperative Purchasing.** To the extent permitted by law and approved by Customer, the terms of this Agreement and set forth in one or more Order, SOW or Exhibit may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Customer and the applicable additional party upon written request.

## 3. Use of Granicus Products and Services and Proprietary Rights

- 3.1. **Granicus Products and Services.** The Granicus Products and Services are purchased by Customer as subscriptions during an Order Term specified in each Order, SOW or Exhibit. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.
- 3.2. **Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Customer hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order, SOW or Exhibit (collectively the "Permitted Use"). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the Granicus Products and Services up to the levels limited in the applicable Order, SOW or Exhibit.
  - 3.2.1. **Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Customer sources (interactions with end users and opt-in contact lists). Customer cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing.
  - 3.2.2. **Content.** Customer can only use Granicus Products and Services to share content that is created by and owned by Customer and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed

inappropriate for a public audience or in support of programs or topics that are unrelated to Customer, can be removed or limited by Granicus.

**3.2.3. Granicus Communications Suite Subscriber Information**

**3.2.3.1. Data Provided by Customer.** Data provided by Customer and contact information gathered through Customer's own web properties or activities will remain the property of Customer ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Customer, unless required by law.

**3.2.3.2. Data Obtained through the Granicus Advanced Network**

**3.2.3.2.1.** Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscriber to other Granicus customer's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.

**3.2.3.2.2.** Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Customer is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Customer upon termination of any Granicus Order, SOW or Exhibit. Customer shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Customer within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

**3.2.3.2.3.** **Opt-In.** During the last 10 calendar days of Customer's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Customer may send an opt-in email to Network Subscribers that shall include an explanation of Customer's relationship with Granicus terminating and that the Network Subscribers may visit Customer's website to subscribe to further updates from Customer in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Customer upon termination.

**3.2.4. Advertising.** Granicus Products and Services shall not be used to promote products or services available for sale through Customer or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request the details of any agreement between Customer and a third party that compensates Customer for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

**3.3. Restrictions.** Customer shall not:

**3.3.1.** Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order, SOW or Exhibit placed hereunder;

- 3.3.2. Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;
  - 3.3.3. Use the Granicus Products and Services for any unlawful purposes;
  - 3.3.4. Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;
  - 3.3.5. Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
  - 3.3.6. Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.
- 3.4. Customer Feedback.** Customer hereby grants to Granicus an irrevocable, non-exclusive, perpetual, royalty-free transferrable license, with right to sublicense, to use and incorporate into the Granicus Products and Services any suggestion, enhancement, request, recommendation, correction or other feedback provided by Customer relating to the use of the Granicus Products and Services.
- 3.5. Required Hardware.** For Required Hardware purchased from Granicus by Customer, Granicus will provide to Customer a three (3) year warranty with respect to the Required Hardware. Within the three (3) year warranty period, Granicus shall repair or replace any Required Hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials. Required Hardware warranty shall commence on the Effective Date of each applicable Order, SOW or Exhibit.
- 3.6. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Customer.

#### **4. Payment**

- 4.1. Fees.** Customer agrees to pay all fees, costs and other amounts as specified in each Order, SOW or Exhibit. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order, SOW or Exhibit will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Customer's responsibility to provide applicable exemption certificate(s). Unless indicated otherwise in the applicable Order, SOW or Exhibit, the fees shall be invoiced by Granicus and paid by Customer as follows:
- 4.1.1. Products.** Product setup and annual fees are due at the beginning of the Initial Term, then annually at the beginning of any Extended Term or Order Term, within thirty (30) days of receipt of invoice.
  - 4.1.2. Services.** Services supporting Products shall be paid quarterly during any Extended Term or Order Term, within thirty (30) days of receipt of each invoice.
  - 4.1.3. Required Hardware.** For Required Hardware, delivery is complete once Customer receives Required Hardware components with the configured Granicus Product and Services.

- 4.2. Disputed Invoiced Amounts.** Customer shall provide Granicus with detailed written notice of any amount(s) Customer reasonably disputes within thirty (30) days receipt of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if Customer has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. Customer's failure to provide Granicus with notice of any disputed invoiced amount(s) shall be deemed to be Customer's acceptance of the content of such invoice.
- 4.3. Price Increases.** Any price increases not negotiated in advance shall be provided by Granicus to Customer at least thirty (30) days prior to the end of the Order Term. Upon each yearly anniversary during the term of this Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall automatically increase from the previous term's fees by seven (7) percent per year.

## **5. Representations, Warranties and Disclaimers**

- 5.1. Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- 5.2. Warranties.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.
- 5.3. Disclaimers.** EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

## **6. Confidential Information**

- 6.1. Confidential Information.** It is expected that one Party (disclosing Party) may disclose to the other Party (receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the receiving Party, given the nature of the information and the context in which disclosed.
- 6.2. Exceptions.** Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the receiving Party; (ii) was in the receiving Party's possession before receipt from the disclosing Party; (iii) is rightfully receiving by the receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the disclosing Party without a duty of confidentiality on the third party; (v) is independently developed by the receiving Party without use or reference to the disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the disclosing Party.

Confidential Information of disclosing Party may be disclosed in response to a valid court order or other legal process, only to the extent required by such order or process and, if allowed by



law, only after the recipient has given the owner written notice of such court order or other legal process promptly and the opportunity for the owner to seek a protective order or confidential treatment of such Confidential Information.

- 6.3. Storage and Sending.** In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Customer provide such notice, Customer must ensure that that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Customer. Customer is ultimately accountable for the security and privacy of data held by Granicus on its behalf.
- 6.4. Return of Confidential Information.** Upon request of the disclosing Party, termination, or expiration of this Agreement, the receiving Party shall, to the extent commercially practicable, destroy the disclosing Party's Confidential Information and, at the disclosing Party's request, certify the same.

## **7. Term and Termination**

- 7.1. Agreement Term.** The Agreement Term shall begin on the Effective Date and continue through the latest date of the Order Term of each Order, SOW or Exhibit under this agreement, unless otherwise terminated as provided in this Section 7. Each Order, SOW or Exhibit will specify an Order Term for the Granicus Products and Services provided under the respective Order, SOW or Exhibit. Customer's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order, SOW or Exhibit, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the Order Term, the Granicus Products and Services will automatically renew for an Extension Term equal in duration to the Initial Term, or the then-current Order Term.
- 7.2. Effect of Termination.** If the Parties agree to terminate this Agreement and an Order, SOW or Exhibit is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order, SOW or Exhibit until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders, SOWs or Exhibits shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Customer be entitled to a refund of any prepaid fees upon termination.
- 7.3. Termination for Cause.** The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order, SOW or Exhibit issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.

- 7.4. Rights and Obligations After Termination.** In the event of expiration or termination of this Agreement, Customer shall immediately pay to Granicus all Fees due to Granicus through the date of expiration or termination.
- 7.5. Survival.** All rights granted hereunder shall terminate the latter of the termination or expiration date of this Agreement, or each Order, SOW or Exhibit. The provisions of this Agreement with respect to warranties, liability, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

## **8. Limitation of Liability**

- 8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CUSTOMER DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES. THIS LIMITATION OF LIABILITY DOES NOT RELIEVE CONTRACTOR FOR ITS DUTIES UNDER THE AGREEMENT.
- 8.2. LIMITATION OF LIABILITY.** IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CUSTOMER FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

## **9. Indemnification**

- 9.1. Indemnification by Granicus.** Granicus will defend Customer from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order, SOW or Exhibit. In the event of such a Claim, if Granicus determines that an affected Order, SOW or Exhibit is likely, or if the Solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order, SOW or Exhibit, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or

(c) terminate this Agreement or the applicable Order, SOW or Exhibit with respect to the affected Solution and refund to You any prepaid fees for the then-remaining or unexpired portion of the Subscription Order Term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Customer harmless from any Claim to the extent it is based upon: (i) a modification to any Solution by Customer (or by anyone under Customer's direction or control or using logins or passwords assigned to Customer); (ii) a modification made by Granicus pursuant to Customer's required instructions or specifications or in reliance on materials or information provided by Customer; or (iii) Customer's use (or use by anyone under Customer's direction or control or using logins or passwords assigned to Customer) of any Granicus Products and Services other than in accordance with this Agreement. This Section 9.1 sets forth Customer's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

**9.2. Indemnification by Customer.** Customer shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Customer's (or that of anyone authorized by Customer or using logins or passwords assigned to Customer) use or modification of any Granicus Products and Services; (b) any Customer content; or (c) Customer's violation of applicable law.

**9.3. Defense.** With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

## **10. General**

**10.1. Relationship of the Parties.** Granicus and Customer acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.

**10.2. Subcontractors.** Granicus agrees that it shall be responsible for all acts and omissions of its subcontractors to the same extent Granicus would be responsible if committed directly by Granicus.

**10.3. Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.

**10.4. Amendments.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties. Notwithstanding the

foregoing, Granicus retains the right to revise the policies referenced herein at any time, so long as the revisions are reasonable and consistent with industry practices, legal requirements, and the requirements of any third-party suppliers.

- 10.5. Severability.** To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 10.6. Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- 10.7. No Third-Party Beneficiaries.** Subject to Section 9.6, this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.
- 10.8. Notice.** All notices under this Agreement shall: (a) be in writing and shall be addressed to the other Party at the mailing address set forth below, with a copy of any such notice being emailed to the email address set forth below on the same day that the notice is mailed. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. The mailing and email addresses of the Parties are as follows:

Granicus		City of San Rafael	
<b>ATTN:</b>	Contracts	<b>ATTN:</b>	Gus Bush
<b>Address:</b>	408 St. Peter Street Suite 600 Saint Paul, MN 55102	<b>Address:</b>	Information Technology 1400 5 <sup>th</sup> Avenue San Rafael, CA 94901
<b>Phone:</b>	(651) 757-4154	<b>Phone:</b>	415-458-5302
<b>Email:</b>	contracts@granicus.com	<b>Email:</b>	gus.bush@cityofsanrafael.org


- 10.9. Force Majeure.** Neither Party shall be in breach of this Agreement solely due to breach caused by circumstances beyond the control and without the fault or negligence of the Party failing to perform. Such causes include but are not limited to acts of God, wars, fires, floods, government regulations, shortage or supplies, acts of terrorism, or strikes.
- 10.10. Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the State of Minnesota, without reference to the State's principles of conflicts of law. The parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Ramsey County, Minnesota.
- 10.11. Entire Agreement.** This Agreement, together with all Orders, SOWs or Exhibits referenced herein, sets forth the entire understanding of the Parties with respect to the subject

matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Customer agree that any and all Orders, SOWs or Exhibits are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Exhibits (excluding orders) hereto; (3) Orders; and (4) all other SOWs or other purchase documents.

**10.12. Reference.** Notwithstanding any other terms to the contrary contained herein, Customer grants Granicus the right to use Customer’s name and logo in customer lists and marketing materials.

**10.13. Injunctive Relief.** Granicus is entitled to obtain injunctive relief if Customer’s use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed by their respective duly-authorized representatives on the Effective Date as set forth above.

<b>Granicus</b>	<b>City of San Rafael</b>
<b>By:</b>  _____ (Authorized Signature)	<b>By:</b> _____ (Authorized Signature)
<b>Name:</b> Dawn Kubat _____ (Print or Type Name of Signatory)	<b>Name:</b> Jim Schutz _____ (Print or Type Name of Signatory)
<b>Title:</b> Vice President of Legal _____	<b>Title:</b> City Manager _____
<b>By:</b>  _____ (Authorized Signature)	<b>Attest:</b> _____ (Signature)
<b>Name:</b> Eric Gibson _____ (Name of Signatory)	<b>Name:</b> Lindsay Lara _____ (Name of Signatory)
<b>Title:</b> Chief Financial Officer _____	<b>Title:</b> City Clerk _____
_____	<b>Approved as to Form:</b> _____ (Signature)
_____	<b>Name:</b> Robert P. Epstein _____ (Name of Signatory)
_____	<b>Title:</b> City Attorney

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**Attachments: Exhibit A (Additional Terms and Conditions)**

**Exhibit B (Quote)**

## EXHIBIT A TO THE MASTER SUBSCRIPTION AGREEMENT

This Exhibit provides additional terms and conditions to the Master Subscription Agreement (MSA) entered into on the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF SAN RAFAEL (hereinafter "CUSTOMER"), and Granicus, LLC, a Minnesota Limited Liability Company d/b/a GRANICUS (hereinafter "GRANICUS").

### 1. PROJECT COORDINATION.

A. **CUSTOMER'S Project Manager.** Information Technology Manager Gus Bush is hereby designated the PROJECT MANAGER for the CUSTOMER, and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this MSA.

B. **GRANICUS' Project Director.** GRANICUS shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this MSA for GRANICUS. \_\_\_\_\_ is hereby designated as the PROJECT DIRECTOR for GRANICUS. Should circumstances or conditions subsequent to the execution of this MSA require a substitute PROJECT DIRECTOR, for any reason, GRANICUS shall notify the CUSTOMER within ten (10) business days of the substitution.

### 2. DUTIES OF GRANICUS.

GRANICUS shall perform the duties and/or provide services as described in their quote dated February 21, 2018 (attached as an Order to the MSA).

### 3. DUTIES OF CUSTOMER.

CUSTOMER shall pay the compensation as provided in Paragraph 4 of this Appendix and assist GRANICUS with system planning/implementation as required.

### 4. COMPENSATION.

For the full performance of the services described herein by GRANICUS, CUSTOMER shall pay GRANICUS as follows.

A. One-time fees totaling \$4,500 for a new video encoding appliance.

B. Fees totaling \$27,097.20 for the first year of the Agreement Term as outlined in the Annual Subscription Fees section of the Order quoted on February 21, 2018, attached as Exhibit B to the Agreement.

C. Fees totaling \$28,994 in the optional second year and \$31,023.58 in the optional third year of the Agreement TERM as outlined in the Future Year Pricing section of the Order quoted on February 21, 2018, attached as Exhibit B to the Agreement.-

D. Payment will be made quarterly upon receipt by PROJECT MANAGER of itemized invoices submitted by GRANICUS.

5. DISCRETIONARY TERMINATION.

A. **Discretionary Termination.** Either party may terminate this MSA without cause at the start of each Extension Term by providing ninety (90) days written notice mailed or personally delivered to the other party.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all CUSTOMER documents or materials provided to GRANICUS and any and all of GRANICUS's documents and materials prepared for or relating to the performance of its duties under this MS, shall be delivered to CUSTOMER as soon as possible, but not later than thirty (30) days after termination.

6. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by GRANICUS in connection with the performance of its duties under this MSA, shall be the sole property of CUSTOMER. CUSTOMER may use said property for any purpose, including projects not contemplated by this MSA.

7. INSPECTION AND AUDIT.

Upon reasonable notice, GRANICUS shall make available to CUSTOMER, or its agent, for inspection and audit, all documents and materials maintained by GRANICUS in connection with its performance of its duties under this MSA. GRANICUS shall fully cooperate with CUSTOMER or its agent in any such audit or inspection.

8. INSURANCE.

A. **Scope of Coverage.** During the term of this MSA, GRANICUS shall maintain, at no expense to CUSTOMER, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. An automobile liability (non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per claim/two million dollars (\$2,000,000) aggregate, to cover any



claims arising out of GRANICUS's performance of services under this MSA. Where GRANICUS is a professional not required to have a professional license, CUSTOMER reserves the right to require GRANICUS to provide professional liability insurance pursuant to this section.

4. If it employs any person, GRANICUS shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. GRANICUS's worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against CUSTOMER.

**B. Other Insurance Requirements.** The insurance coverage required of GRANICUS in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall be endorsed to include the CUSTOMER, its officers, agents, employees, and volunteers, as additionally named insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under GRANICUS'S insurance policies shall be primary with respect to any insurance or coverage maintained by CUSTOMER and shall not call upon CUSTOMER's insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in GRANICUS'S policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this MSA, GRANICUS hereby grants to CUSTOMER a waiver of right to subrogation which any insurer of GRANICUS may acquire against CUSTOMER by virtue of the payment of any loss under such insurance. GRANICUS agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not CUSTOMER has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than two years after the Agreement's expiration.

6. The insurance policies shall provide for a retroactive date of placement coinciding with on or before the effective date of this MSA.

7. The limits of insurance required in this MSA may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CUSTOMER (if agreed to in a written contract or agreement) before

**CUSTOMER'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this MSA that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CUSTOMER** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this MSA; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in **GRANICUS's** insurance policies must be declared to and approved by the **PROJECT MANAGER** and **CUSTOMER'S** City Attorney, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CUSTOMER** or other additional insured party. At **CUSTOMER's** option, the deductibles or self-insured retentions with respect to **CUSTOMER** shall be reduced or eliminated to **CUSTOMER's** satisfaction, or **GRANICUS** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. **Proof of Insurance.** **GRANICUS** shall provide to the **PROJECT MANAGER** or **CUSTOMER'S** City Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this MSA; (2) endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this MSA. **CUSTOMER** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **GRANICUS**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by **PROJECT MANAGER** and **CUSTOMER'S** City Attorney.

E. The defense and indemnification obligations of this MSA are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this MSA, and shall survive the termination or completion of this MSA for the full period of time allowed by law.

9. **NONDISCRIMINATION.**

**GRANICUS** shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this MSA.

10. **COMPLIANCE WITH ALL LAWS.**

**GRANICUS** shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this MSA. **GRANICUS** shall perform all services under this MSA in accordance with these laws, ordinances, codes and regulations. **GRANICUS** shall release, defend, indemnify and hold harmless

**CUSTOMER**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

18. SET-OFF AGAINST DEBTS.

**GRANICUS** agrees that **CUSTOMER** may deduct from any payment due to **GRANICUS** under this MSA, any monies which **GRANICUS** owes **CUSTOMER** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

19. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this MSA, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this MSA, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this MSA or any applicable law, ordinance or regulation.

20. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this MSA, or arising out of the performance of this MSA, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

21. CITY BUSINESS LICENSE / OTHER TAXES.

**GRANICUS** shall obtain and maintain during the duration of this MSA, a business license as required by the San Rafael Municipal Code. **GRANICUS** shall pay any and all state and federal taxes and any other applicable taxes. **CUSTOMER** shall not be required to pay for any work performed under this MSA, until **GRANICUS** has provided **CUSTOMER** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

Exhibit B



Procurement Vehicle: Direct  
In Support of: San Rafael, CA

**Quote Number:** Q-22841  
**Quote Prepared On:** 2/21/2018  
**Quote Valid Through:** 7/31/2018  
**Payment Terms:** Net 30  
**Currency:** USD

**Granicus Contact:**  
**Name:** Ryan McClain  
**Phone:** +1 8044849161  
**Email:** ryan.mcclain@granicus.com

**Start Date:** 7/1/2018  
**End Date:** 6/30/2019

**ONE-TIME FEE**

Product Name	Invoice Schedule	Quantity	One-Time Total
Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)	50% Up Front 50% Upon Delivery	1 Each	\$3,500.00
Granicus Encoding Appliance Hardware Configuration (GT)	Milestones	1 Each	\$875.00
US Shipping Charge C - Large Item	Up Front	1 Each	\$125.00
		<b>TOTAL</b>	<b>\$4,500.00</b>

**ANNUAL SUBSCRIPTION FEE**

Product Name	Invoice Schedule	Quantity	Annual Total
Boards and Commissions (City)	Quarterly	1 Each	\$5,778.00
Granicus Encoding Appliance Software (GT)	Quarterly	0 Each	\$0.00
Open Platform Suite	Quarterly	1 Each	\$5,007.60
Government Transparency Suite	Quarterly	1 Each	\$6,978.00
Meeting Efficiency Suite	Quarterly	1 Each	\$3,338.40
Additional Meeting Body - Meeting Efficiency (1 to 2 MBs)	Quarterly	1 Each	\$3,595.20
Granicus Encoding Appliance Software (GT)	Quarterly	1 Each	\$1,200.00
Upgrade to SDI 720p Streaming	Quarterly	1 Each	\$1,200.00
		<b>TOTAL</b>	<b>\$27,097.20</b>



**FUTURE YEAR PRICING**

Product Name	07/01/19 to 06/30/20	07/01/20 to 06/30/21
Boards and Commissions (City)	\$ 6,182.46	\$ 6,615.23
Granicus Encoding Appliance Software (GT)	\$ 0.00	\$ 0.00
Open Platform Suite	\$ 5,358.13	\$ 5,733.20
Government Transparency Suite	\$ 7,466.46	\$ 7,989.11
Meeting Efficiency Suite	\$ 3,572.09	\$ 3,822.13
Additional Meeting Body - Meeting Efficiency (1 to 2 MBs)	\$ 3,846.86	\$ 4,116.14
Granicus Encoding Appliance Software (GT)	\$ 1,284.00	\$ 1,373.88
Upgrade to SDI 720p Streaming	\$ 1,284.00	\$ 1,373.88
<b>TOTAL:</b>	<b>\$ 28,994.00</b>	<b>\$ 31,023.58</b>

**PRODUCT DESCRIPTIONS**

Product Name	Product Description
<b>Boards and Commissions (City)</b>	<p>Boards and Commissions is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the citizen application and appointment to boards process of the clerk's office. Boards and Commissions includes:</p> <ul style="list-style-type: none"> <li>• Unlimited user accounts</li> <li>• Unlimited boards, commissions, committees, and subcommittees</li> <li>• Unlimited storage of citizen applications</li> <li>• Access to one Granicus platform site</li> <li>• Access to one Boards and Commissions site</li> <li>• Access to customizable, embeddable iFrame websites for displaying information to citizens</li> <li>• Access to a customizable online citizen application form including board-specific questions</li> <li>• Customizable forms for board details, appointment details, and internal tracking details.</li> <li>• Pre-designed document PDFs for applications, board details and rosters, and vacancy reports</li> <li>• Downloadable spreadsheets for easy reporting</li> <li>• Optional custom templates for document or report generation (additional upfront charge applies)</li> </ul>
<b>Granicus Encoding Appliance Software (GT)</b>	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
<b>Open Platform Suite</b>	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable webpage.
<b>Government Transparency Suite</b>	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, indexing of event, creation of minutes.



Product Name	Product Description
<b>Meeting Efficiency Suite</b>	<p>Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word or HTML, and publish online with the click of a button. Meeting Efficiency includes:</p> <ul style="list-style-type: none"> <li>• Unlimited user accounts</li> <li>• Unlimited meeting bodies</li> <li>• Unlimited storage of minutes documents</li> <li>• Access to one Granicus platform site</li> <li>• Access to the LiveManager software application for recording information during meetings</li> <li>• Access to the Word Add-in software component for minutes formatting in MS Word if desired</li> <li>• One MS Word or HTML minutes template (additional templates can be purchased if needed)</li> </ul>
<b>Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)</b>	AMAX Encoder with Osprey SDI Card. Used to pass commands and data from LiveManager that include Start/Stop of webcast, indexing, and document display. Also serves to distribute video and captions to be distributed to the CDN or Performance Accelerator.
<b>Granicus Encoding Appliance Software (GT)</b>	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
<b>Granicus Encoding Appliance Hardware Configuration (GT)</b>	Remote configuration and deployment of an encoding appliance.
<b>US Shipping Charge C - Large Item</b>	US shipping of a large item
<b>Upgrade to SDI 720p Streaming</b>	Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed)

**TERMS AND CONDITIONS**

- Payment terms: net 30
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of **San Rafael, CA** to provide applicable exemption certificate(s).
- If submitting a Purchase Order instead of signing the quote, please include the following language: All pricing, terms and conditions of quote Q-22841 are incorporated into this Purchase Order by reference.



**SAN RAFAEL**  
THE CITY WITH A MISSION

Agenda Item No: 4.e

Meeting Date: August 6, 2018

**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: Public Works

Prepared by: Bill Guerin,  
Director of Public Works

City Manager Approval: 

File No.: 16.01.241-01

**TOPIC: FRANCISCO BOULEVARD EAST SIDEWALK IMPROVEMENTS**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BKF ENGINEERS FOR RIGHT-OF-WAY ENGINEERING SERVICES ASSOCIATED WITH THE FRANCISCO BOULEVARD EAST SIDEWALK IMPROVEMENT PROJECT, CITY PROJECT NO. 11349, IN AN AMOUNT NOT TO EXCEED \$437,216.**

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**RECOMMENDATION:** Adopt a resolution approving and authorizing the City Manager to execute a professional services agreement with BFK Engineers for right-of-way engineering services associated with the Francisco Boulevard East Sidewalk Improvement Project, City project no. 11349, in an amount not to exceed \$437,216.

**BACKGROUND:**

The existing sidewalk along Francisco Boulevard East is utilized daily by pedestrians and bicyclists that must navigate the congestion of fire hydrants and power poles. The Francisco Boulevard East Sidewalk Widening Project is a pedestrian and bicycle improvement project that will install an 8-foot wide sidewalk/bike path along Francisco Boulevard East. The sidewalk will be widened between Vivian Street and the Grand Avenue Bridge to provide additional room for pedestrians and bicyclists.

In 2006, Congress established the Non-Motorized Transportation Pilot Program, in which specific counties across the nation, including the County of Marin, were awarded federal funds to design and construct facilities that would enhance and encourage non-motorized transportation. The City subsequently entered into an agreement with the County of Marin in 2007 to receive funding to design a widened sidewalk along Francisco Blvd East between Vivian Way and Grand Avenue.

In 2008, the City retained Jacobs, an engineering consulting firm, to perform extensive public outreach and produce construction plans, specifications, and an engineer's cost estimate that were advanced to approximately the 90-percent design level. In August 2013, when additional federal funding became available, the City retained another consulting firm, CH2M Hill, to obtain

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**FOR CITY CLERK ONLY**

File No.:

Council Meeting:

Disposition:

environmental clearance and bring the plans and specifications package to the 100-percent design level. The City also obtained environmental clearance (i.e., NEPA) in 2014, at which time the project went dormant due to a lack of funding.

In 2016, the City applied for a federal grant through the Active Transportation Program (ATP) administered by Caltrans. The application was favorably received, and subsequently the City was awarded \$4,025,000 in construction funds. With construction funding secured, the City desires to move into the next phase of work, which includes coordination with 1) property owners for temporary construction easements, 2) private utility companies, and 3) Caltrans staff to secure a Right-of-Way (ROW) Certification form demonstrating that the project is ready for construction.

Right-of-Way Certification refers to the real property rights, which local agencies must possess to construct local assistance transportation projects utilizing federal funds. The provisions apply to all local assistance projects involving federal funds off the State Highway System (SHS), whether or not these funds are expended for purchase of real property rights. Due to the complexity and magnitude of this project, Right-of-Way Certification is best handled by outside professional services, including real estate professionals that can negotiate with property owners for temporary construction easements. In response to this specialized need, Public Works issued a [Request for Proposals \(RFP\)](#) on May 3, 2018 to complete the ROW Certification phase of the project.

**ANALYSIS:**

Public Works received two proposals from qualified firms on May 31, 2018. Both proposals were evaluated by City staff based on criteria specified in the RFP.

Both firms were interviewed on June 6, 2018 by panel members consisting of City staff. Staff recommends BKF Engineers as the most qualified consultant for this project. BKF Engineers' proposal was found to be complete and within industry standards. In addition, BKF's sub-consultants are the same civil, traffic, and landscape architect designers that performed the original design, thus providing continuity from the prior phases of the project.

**FISCAL IMPACT:**

The Francisco Boulevard East Sidewalk Improvements project is in the City's [Capital Improvement Program \(CIP\)](#), which includes the consulting services for this next phase of the project. The consultant's not-to-exceed fee of \$437,216 will be funded by Gas Tax Funds (#206) for this phase of the project.

While the proposed contract value is significant, it should be noted that when the City applied for the federal grant, staff estimated a \$500,000 commitment from the City for this phase of the work, which was considered when the grant application was favorably reviewed. Staff has negotiated the scope and fee with BKF Engineers to bring the work to within the City's budget. The contract value includes time to coordinate with property owners for temporary construction easements, but does not include funds for the procurement of said easements. Staff will return to the City Council at a future date, if deemed necessary, for the acquisition of temporary construction easements.

Furthermore, the proposed fee includes required work related to public outreach and recertifying the environmental documents. These tasks are critical for a project that has been dormant while construction funding was being secured. It is important to note that public outreach for this project will not include soliciting feedback on what the design should include. Continuous and consistent outreach will be done to inform the public that this project is proceeding toward construction, as well as the construction impacts associated with the project.



**OPTIONS:**

The City Council has the following options to consider relating to this matter:

1. Adopt the resolution authorizing the City Manager to execute a professional services agreement with BKF Engineers for consulting services associated with the Francisco Boulevard East Sidewalk Improvement Project in an amount not to exceed \$437,216, in a form approved by the City Attorney.
2. Do not accept the proposal from BKF Engineers and direct staff to reissue the RFP. Reissuing the RFP has the potential, when combined with other potential delays during execution of the work, to significantly impact meeting funding deadlines required by the federal grant.
3. Do not accept the proposal from BKF Engineers and provide further direction to staff.

**RECOMMENDED ACTION:**

Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with BKF Engineers for consulting services associated with the Francisco Boulevard East Sidewalk Improvement Project in an amount not to exceed \$437,216, in a form approved by the City Attorney.

**ATTACHMENT:**

1. Resolution Approving Professional Services Agreement with BKF Engineers
2. Exhibit 1 to Resolution: Agreement and corresponding Exhibit A

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BKF ENGINEERS FOR RIGHT-OF-WAY ENGINEERING SERVICES ASSOCIATED WITH THE FRANCISCO BOULEVARD EAST SIDEWALK IMPROVEMENT PROJECT, CITY PROJECT NO. 11349, IN AN AMOUNT NOT TO EXCEED \$437,216**

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**WHEREAS**, the City has determined there is a need to expand the pedestrian and bicycle path/sidewalk along Francisco Boulevard East between Vivian Street and the Canal for safety improvements; and

**WHEREAS**, federal funds from the Non-Motorized Transportation Pilot Program (NTPP) have been granted to the City for pedestrian and bicycle path improvements; and

**WHEREAS**, the City Department of Public Works has procured design and environmental certification for the sidewalk improvements along Francisco Boulevard East; and

**WHEREAS**, the City Department of Public Works needs to acquire Caltrans Right-of-Way Certification for this project prior to construction; and

**WHEREAS**, City staff determined that design services from qualified consultants were required for this project to prepare the Right-of-Way Certification for the Francisco Boulevard East Sidewalk Improvement Project; and

**WHEREAS**, the City staff issued a Request for Proposals (RFP) to multiple design firms to prepare the plans, specifications and estimates for the Francisco Boulevard East Sidewalk Improvement Project; and

**WHEREAS**, BKF Engineers, Inc. provided a proposal for developing construction level documents to support the Francisco Boulevard East Sidewalk Improvement Project; and

**WHEREAS** City Staff reviewed the proposal from BKF Engineers, Inc. and found it responsive to criteria specified in the RFP including, but not limited to, understanding of the work to be

done, previous experience with similar projects, qualified personnel, and familiarity with City standards and the local area;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of San Rafael hereby approves and authorizes the City Manager to execute a Professional Services Agreement with BKF Engineers, Inc., in the form attached hereto as Exhibit “1” and incorporated herein by reference, subject to final approval as to form by the City Attorney, in an amount not to exceed \$437,216.

**BE IT FURTHER RESOLVED** that funds in the amount of \$437,216 will be appropriated from the City Gas Tax Fund (206).

**BE IT FURTHER RESOLVED** that the Director of Public Works is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

**I, LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on the 6<sup>th</sup> Day of August, 2018 by the following vote, to wit:

**AYES:            COUNCILMEMBERS:**

**NOES:            COUNCILMEMBERS:**

**ABSENT:        COUNCILMEMBERS:**

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**LINDSAY LARA, City Clerk**

File No.: 06.01.241.01

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**AGREEMENT FOR PROFESSIONAL SERVICES WITH  
BKF ENGINEERS FOR ENGINEERING SERVICES ASSOCIATED WITH THE  
FRANCISCO BLVD EAST SIDEWALK IMPROVEMENT PROJECT  
RIGHT-OF-WAY CERTIFICATION**

**ARTICLE I INTRODUCTION**

- A. This contract is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the following named, hereinafter referred to as CONSULTANT, and the following named, hereinafter referred to as LOCAL AGENCY:

The name of the “CONSULTANT” is as follows: BKF Engineers, incorporated in or authorized to do business in the State of California.

The Project Manager for the “CONSULTANT” will be Jason Kirchman

The name of the “LOCAL AGENCY” is as follows: City of San Rafael

The Contract Administrator for LOCAL AGENCY will be Bill Guerin, Public Works Director

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT’s Cost Proposal dated May 31, 2018. The approved CONSULTANT’s Cost Proposal is attached hereto (Attachment I) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. CONSULTANT agrees to indemnify and hold harmless and defend LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to willful misconduct, recklessness, negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to willful misconduct, negligent acts, errors, or omissions of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed the design professional’s proportionate percentage of fault.
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT’s expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

**ARTICLE II STATEMENT OF WORK**

The CONSULTANT shall perform the services specified in the Scope of Work, dated May 31, 2018, attached hereto as Exhibit A and incorporated herein by reference. If there is any conflict between the terms of the Cost Proposal, attached hereto as Exhibit B, and the terms of this contract, the terms of this contract shall take precedence.

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### **ARTICLE III CONSULTANT'S REPORTS OR MEETINGS**

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the 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.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

### **ARTICLE IV PERFORMANCE PERIOD (Verbatim)**

- A. This contract shall go into effect as of the date first hereinabove written, and the CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. This Agreement shall end upon completion of the work to the satisfaction of the LOCAL AGENCY'S Contract Administrator.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

### **ARTICLE V ALLOWABLE COSTS AND PAYMENTS (Verbatim)**

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. LOCAL AGENCY 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 (Exhibit 10-H), unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$17,042.81. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. 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 the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.

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- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

City of San Rafael  
Public Works Department  
Bill Guerin  
111 Morphew Street  
San Rafael, CA 94901

- H. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$437,216.00.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.
- 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.

**ARTICLE VI TERMINATION (Verbatim)**

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which the LOCAL AGENCY shall be liable if this contract is terminated is \$0.00 dollars.

**ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS (Verbatim)**

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

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- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

#### **ARTICLE VIII RETENTION OF RECORDS/AUDIT (Verbatim)**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

#### **ARTICLE IX AUDIT REVIEW PROCEDURES (Verbatim)**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Finance Director.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Finance Director of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and Subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, 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, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

#### **ARTICLE X SUBCONTRACTING (Verbatim)**

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any Subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its Subconsultant(s) 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 CONSULTANT. CONSULTANT's obligation to pay its Subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.

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- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
  - C. CONSULTANT shall pay its Subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
  - D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to Subconsultants.
  - E. Any substitution of Subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the Subconsultant(s).

#### **ARTICLE XI EQUIPMENT PURCHASE (Verbatim)**

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall 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 \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY 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 LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

#### **ARTICLE XII STATE PREVAILING WAGE RATES (Verbatim)**

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.



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**ARTICLE XIII CONFLICT OF INTEREST (Verbatim)**

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. 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 contract.
- C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. Except for Subconsultants whose services are limited to providing surveying or materials testing information, no Subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

**ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION (Verbatim)**

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

**ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING (Verbatim)**

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
  - 1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any 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 of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative 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 federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

#### **ARTICLE XVI STATEMENT OF COMPLIANCE**

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its Subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and Subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and Subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its Subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, 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.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

#### **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and 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. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

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- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
  - C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

#### **ARTICLE XVIII FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this contract 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 contract were executed after that determination was made.
- B. This contract is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

#### **ARTICLE XIX CHANGE IN TERMS**

- A. The terms and conditions of this contract, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.
- B. This written contract shall supersede any and all prior agreements, oral or written, regarding the subject matter between the CONSULTANT and the LOCAL AGENCY.
- C. No other agreement, promise or statement, written or oral, relating to the subject matter of this contract, shall be valid or binding, except by way of a written amendment to this contract.
- D. The terms and conditions of this contract shall not be altered or modified except by a written amendment to this contract signed by the CONSULTANT and the LOCAL AGENCY.
- E. If any conflicts arise between the terms and conditions of this contract, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this contract shall control.
- F. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- G. There shall 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 contract without prior written approval by LOCAL AGENCY's Contract Administrator.

#### **ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

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- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
  - B. The goal for DBE participation for this contract shall be that stated in the Contract Documents at the time of advertisement. Participation by DBE consultant or Subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. 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.
  - C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or Subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.
  - D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
  - E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
  - F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract 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 contract, 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, contract is commensurate with the work it is actually performing, and other relevant factors.
  - G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, 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.
  - H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract 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.
  - I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall 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 shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
  - J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be 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

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returned to CONSULTANT when a satisfactory “Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants” is submitted to the Contract Administrator.

- K. If a DBE Subconsultant is decertified during the life of the contract, the decertified Subconsultant shall notify CONSULTANT in writing with the date of decertification. If a Subconsultant becomes a certified DBE during the life of the Contract, the Subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY’s Contract Administrator within 30 days.

#### **ARTICLE XXI CONTINGENT FEE**

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract 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, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

#### **ARTICLE XXII DISPUTES**

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY’s Contract Administrator and other LOCAL AGENCY representatives who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. 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 contract.

#### **ARTICLE XXIII INSPECTION OF WORK**

CONSULTANT and any Subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

#### **ARTICLE XXIV SAFETY**

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall 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.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

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D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 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 feet or deeper.

## **ARTICLE XXV INSURANCE**

A. Scope of Coverage. During the term of this Agreement, CONSULTANT shall maintain, at no expense to LOCAL AGENCY, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of two million dollars (\$2,000,000) per occurrence/four million dollars (\$4,000,000) aggregate, to cover any claims arising out of the CONSULTANT's performance of services under this Agreement. Where CONTRACTOR is a professional not required to have a professional license, LOCAL AGENCY reserves the right to require CONTRACTOR to provide professional liability insurance pursuant to this section.

4. If it employs any person, CONSULTANT shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. CONSULTANT's worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against LOCAL AGENCY.

B. Other Insurance Requirements. The insurance coverage required of the CONSULTANT in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall be specifically endorsed to include the LOCAL AGENCY, its officers, agents, employees, and volunteers, as additionally named insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under CONSULTANT'S insurance policies shall be primary with respect to any insurance or coverage maintained by LOCAL AGENCY and shall not call upon LOCAL AGENCY's insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in CONTRACTOR'S policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

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4. By execution of this contract, CONSULTANT hereby grants to LOCAL AGENCY a waiver of any right to subrogation which any insurer of CONSULTANT may acquire against LOCAL AGENCY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not LOCAL AGENCY has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this contract, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this contract.

7. The limits of insurance required in this contract may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of LOCAL AGENCY (if agreed to in a written contract or agreement) before LOCAL AGENCY'S own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this contract that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to LOCAL AGENCY or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this contract; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

C. Deductibles and SIR's. Any deductibles or self-insured retentions in CONSULTANT's insurance policies must be declared to and approved by the Contract Administrator and City Attorney, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or LOCAL AGENCY or other additional insured party. At LOCAL AGENCY's option, the deductibles or self-insured retentions with respect to LOCAL AGENCY shall be reduced or eliminated to LOCAL AGENCY's satisfaction, or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. Subcontractors. CONSULTANT agrees to include with all subcontractors in their subcontract the same requirements and provisions of this contract regarding indemnity and insurance to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONSULTANT agree to be bound to CONSULTANT and LOCAL AGENCY in the same manner and to the same extent as CONSULTANT is bound to LOCAL AGENCY under this contract. All subcontractors shall provide insurance with a blanket additional insured endorsement or coverage at least as broad as ISO form CB 20 38 04 13, and CONSULTANT shall provide a copy of such endorsement of policy provision to LOCAL AGENCY.

E. Proof of Insurance. CONSULTANT shall provide to the Contract Administrator or LOCAL AGENCY'S City Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this contract; (2) a copy of the policy declaration page and/or endorsement page listing all policy

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endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this contract. LOCAL AGENCY reserves the right to obtain a full certified copy of any insurance policy and endorsements from CONSULTANT. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by the Contract Administrator and the City Attorney.

#### **ARTICLE XXVI OWNERSHIP OF DATA**

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall 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.

#### **ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by LOCAL AGENCY'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 LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

#### **ARTICLE XXVIII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.



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- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
  - C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
  - D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
  - E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
  - F. For PS&E contracts, all information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

#### **ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final un-appealable 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.

#### **ARTICLE XXX EVALUATION OF CONSULTANT**

CONSULTANT's performance may be evaluated by LOCAL AGENCY at LOCAL AGENCY'S discretion. If performed, a copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

#### **ARTICLE XXXI RETENTION OF FUNDS**

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be held by the LOCAL AGENCY from progress payments due the prime CONSULTANT. Any retainage held by the prime CONSULTANT or Subconsultants from progress payments due Subconsultants shall be promptly paid in full to Subconsultants within 30 days after the Subconsultant's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of this provision shall subject the violating prime CONSULTANT or Subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime CONSULTANT or Subconsultant in the event of a dispute involving late payment or nonpayment by the prime CONSULTANT, deficient Subconsultant performance, or noncompliance by a Subconsultant. This provision applies to both DBE and non-DBE prime CONSULTANT and Subconsultants.

#### **ARTICLE XXXII NOTIFICATION**

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

CONSULTANT:           BKF Engineers  
                              Jason Kirchman, Project Manager  
                              200 4<sup>th</sup> Street, Suite 300  
                              Santa Rosa, CA 95401

LOCAL AGENCY:        City of San Rafael  
                              Bill Guerin, Contract Administrator  
                              111 Morphew Street  
                              San Rafael, CA 94901

**ARTICLE XXXIII CONTRACT**

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

**ARTICLE XXXIV NO THIRD PARTY BENEFICIARIES**

LOCAL AGENCY and CONSULTANT do not intend, by any provision of this contract, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

**ARTICLE XXXV COSTS AND ATTORNEY'S FEES**

The prevailing party in any action brought to enforce the terms and conditions of this contract, or arising out of the performance of this contract, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

**ARTICLE XXXVI LOCAL AGENCY BUSINESS LICENSE / OTHER TAXES**

CONSULTANT shall obtain and maintain during the duration of this contract, a LOCAL AGENCY business license as required by the San Rafael Municipal Code. CONSULTANT shall pay any and all state and federal taxes and any other applicable taxes. LOCAL AGENCY shall not be required to pay for any work performed under this contract, until CONSULTANT has provided LOCAL AGENCY with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

**ARTICLE XXXVII WAIVERS**

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The waiver by either party of any breach or violation of any term, covenant or condition of this contract, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this contract, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this contract or any applicable law, ordinance or regulation.

**ARTICLE XXXVIII APPLICABLE LAW**

The laws of the State of California shall govern this contract.

CONSULTANT shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this contract. CONSULTANT shall perform all services under this contract in accordance with these laws, ordinances, codes and regulations. CONSULTANT shall release, defend, indemnify and hold harmless LOCAL AGENCY, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

**ARTICLE XXXIX SIGNATURES**

CITY OF SAN RAFAEL

BKF ENGINEERS

\_\_\_\_\_  
Jim Schutz  
City Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

and

ATTEST:

BKF ENGINEERS

\_\_\_\_\_  
LINDSAY LARA  
City Clerk

By: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
ROBERT F. EPSTEIN  
City Attorney

**EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1)** PAGE 1 OF 2

**ACTUAL COST-PLUS-FIXED FEE CONTRACT**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant BKF Engineers

Date 7/20/2018

Project No. \_\_\_\_\_

Contract No. \_\_\_\_\_

**DIRECT LABOR**

Classification/Title	Name	hours	Actual Hourly Rate	Total
	Greg Hurd	24	\$91.93	\$2,206.32
	Gordon Sweet	12	\$76.96	\$923.52
	Jason Kirchmann	200	\$73.81	\$14,762.00
	Bryan Jackson	204	\$58.00	\$11,832.00
	Leslie Mola	97	\$42.50	\$4,122.50
	Alfredo Gomez	84	\$43.23	\$3,631.32
	Greg Gardea	84	\$36.22	\$3,042.48
	Aubrey Garaghan	210	\$38.00	\$7,980.00
	Daniel Condon	48	\$29.00	\$1,392.00

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$49,892.14
b) Anticipated Salary Increases (see page 2 for sample)	\$1,608.52
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$51,500.66</b>

**FRINGE BENEFITS**

d) Fringe Benefits (Rate: _____)	<b>e) Total Fringe Benefits</b>
	[(c) x (d)] \$0.00

**INDIRECT COSTS**

f) Overhead (Rate: <u>176.00%</u> )	g) Overhead [(c) x (f)]	\$90,641.17
h) General and Administrative (Rate: _____)	i) Gen & Admin [(c) x (h)]	\$0.00
	<b>j) Total Indirect Costs [(e) + (g) + (i)]</b>	<b>\$90,641.17</b>

**FEE (Profit)**

(Rate: <u>11.99%</u> )	<b>k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]</b>	<b>\$17,042.81</b>
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**i) CONSULTANT OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
Mileage Costs	349	\$0.55	\$191.95
Equipment Rental and Supplies	1	\$0.00	\$0.00
Permit Fees	1	\$0.00	\$0.00
Plan Sheets	200	\$0.36	\$72.00
Test	1	\$0.00	\$0.00
Other	1	\$500.00	\$500.00
		0	
<b>i) Total Other Direct Costs [(l) + (m) + (n) + (o)+(p) + (q)+(r)]</b>			<b>\$763.95</b>

**m) Subconsultant Cost**

Subconsultant 1: Jacobs/CH2M Hill	\$79,151.00
Subconsultant 2: Bender-Rosenthal	\$174,230.00
Subconsultant 3: Merrill Morris Partners	\$11,248.00
Subconsultant 4: Y&C Transportation Consultants	\$6,000.00
Subconsultant 5: TJKM	\$6,638.00
Subconsultant 6: Construction Engineering Consulting Group, Inc.	\$0.00
<b>m) Total Subconsultant</b>	<b>\$277,267.00</b>

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS (i) + (m)** \$278,030.95

**TOTAL COST [(c) + (j) + (k) + (n)]** \$437,215.58

NOTES:

- \* Key personnel **must** be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). 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 shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- \* Anticipated salary increases calculation (page 2) must accompany.



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

**Department: Public Works**

**Prepared by: Bill Guerin,  
Director of Public Works**

**City Manager Approval:**

File No.: 16.01.287

**TOPIC: G STREET IMPROVEMENTS – PHASE II PROJECT**

**SUBJECT: A RESOLUTION AWARDDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSTRUCTION CONTRACT FOR THE G STREET IMPROVEMENTS – PHASE II PROJECT, CITY PROJECT NO. 11345, TO GHILOTTI BROS., INC., IN THE AMOUNT OF \$365,444, AND AUTHORIZING CONTINGENCY FUNDS AND OTHER COSTS IN THE AMOUNT OF \$44,556, FOR A TOTAL APPROPRIATED AMOUNT OF \$410,000**

**RECOMMENDATION:** Adopt the resolution for the G Street Improvements – Phase II project.

**BACKGROUND:** G Street is located in one of the City’s oldest, and most historic neighborhoods dating as far back as the late 1800’s. The City’s streets in this neighborhood remain largely as they were originally built. For example, the existing storm drain system at the intersection of G Street at Fifth Avenue was installed in 1928. At that time, the drainage system could handle runoff from storm events in a more rural setting; however, due to development and the increase in impervious area during the subsequent 90 years, the older storm drain system is unable to accommodate today’s storm runoff thus resulting in minor roadway ponding which poses a hazard to motorists and bicyclists.

The G Street Improvements are being constructed in two phases due to funding limitations. Phase I, approved by Council in May 2017 and completed in September 2017, improved the storm drain system and resurfaced the street above Mission Avenue, and constructed ADA crosswalk ramps at the G Street/Mission Avenue intersection. Phase II includes installation of a new storm drain system and curb ramps at G Street at Fifth Avenue. Breaking the project up into separate phases was necessary due to the extent of drainage system replacements and accessibility improvement necessary in this older section of the City. Phase II of the project includes resurfacing G Street from Mission Avenue to Fourth Street. Americans with Disabilities Act (ADA) law requires that local governments ensure that persons with disabilities have access to the pedestrian routes in the public right-of-way. Under ADA law, when a street is resurfaced, compliant curb ramps are required where no ramps exist or where barriers from the sidewalk to the street level are present, which is currently the case at the intersection of G Street at Fifth Avenue. The curb ramps are not a part of the Department of Justice settlement.

**FOR CITY CLERK ONLY**

**File No.:** \_\_\_\_\_

**Council Meeting:** \_\_\_\_\_

**Disposition:** \_\_\_\_\_

**SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2**

Public Works staff prepared the plans, specifications, and cost estimate for the project, which was found to have no significant impact on the environment and is therefore categorically exempt under the California Environmental Quality Act (CEQA). The Notice of Exemption was filed at the Marin County Clerk’s Office on March 16, 2017 as part of the City’s Phase I improvements on G Street. The project was advertised in accordance with San Rafael’s Municipal Code on May 30, 2018.

**ANALYSIS:** On June 26, 2018 at 10:00 AM the following bids were received and read aloud:

<b><u>NAME OF BIDDER</u></b>	<b><u>AMOUNT</u></b>
Ghilotti Bros., Inc.	\$365,444
Ghilotti Construction Company	\$454,454

The construction bids have been reviewed by Public Works staff and the bid from Ghilotti Bros., Inc. was found to be both responsive and responsible. The low bid is from Ghilotti Bros., Inc. in the amount of \$365,444.

**PUBLIC OUTREACH:** In June 2018, Public Works staff mailed all property owners and residents a notification to inform them of the pending construction. In 2012 the San Rafael Sanitation District replaced all the sewer lines and the lateral servicing the properties on this section of G Street allowing property owners to update their sewer laterals prior to resurfacing a road can sometimes delay the repaving operation. In this case with the utility work being completed staff recommends completing the drainage and resurfacing of the roadway. The Contractor will also be required to install message boards on Fifth Avenue at least a week before construction commences, especially since the intersection of Fifth Avenue at G Street will be intermittently closed while storm drain work across the intersection takes place. In addition to the contractor placing changeable message boards, the City will share project information on Nextdoor and the City website.

**FISCAL IMPACT:** The G Street Improvements – Phase II project is identified in the City’s Capital Improvement Program (CIP) approved by Council in June 2018 with a rough order-of-magnitude cost estimate of \$375,000. Since the CIP was approved, staff conducted a detailed analysis of the scope of work and refined the total construction budget for the project to be \$410,000 which includes a contingency of \$39,556 and an additional \$5,000 needed for testing services for the material being placed. City staff anticipates administering the construction management portion of the project. Funding for this project is available in the Gas Tax Fund #206.

**OPTIONS:**

1. Adopt the resolution as presented.
2. Do not award the contract and direct staff to rebid the project. If this option is chosen, rebidding will delay construction until fall 2018 and may result in the new storm drainage system not being installed before the rainy season begins.
3. Do not award the contract and direct staff to stop work on the project.

**ACTION REQUIRED:** Adopt the resolution awarding the construction contract to Ghilotti Bros., Inc. in the amount of \$365,444, authorizing contingency funds and other costs in the amount of \$44,556, for a total appropriated amount of \$410,000, and authorizing the City Manage to execute the contract.

**ATTACHMENTS:**

1. Resolution awarding the construction agreement to Ghilotti Bros., Inc.
2. Exhibit A to Resolution: Agreement with Ghilotti Bros., Inc.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL  
AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE  
CONSTRUCTION CONTRACT FOR THE G STREET IMPROVEMENTS – PHASE  
II PROJECT, CITY PROJECT NO. 11345, TO GHILOTTI BROS., INC., IN THE  
AMOUNT OF \$365,444, AND AUTHORIZING CONTINGENCY FUNDS AND  
OTHER COSTS IN THE AMOUNT OF \$44,556, FOR A TOTAL APPROPRIATED  
AMOUNT OF \$410,000**

**WHEREAS**, on the 26<sup>th</sup> day of June, 2018, pursuant to due and legal notice published in the manner provided by law, inviting sealed bids or proposals for the work hereinafter mentioned, as more fully appears from the Affidavit of Publication thereof on file in the office of the City Clerk of the City of San Rafael, California, the City Clerk of said City did publicly open, examine, and declare all sealed bids or proposals for doing the following work in said City, to wit:

**“G Street Improvements – Phase II”**

**City Project No. 11345**

in accordance with the plans and specifications therefore on file in the office of said City Clerk; and

**WHEREAS**, the bid of \$365,444.00 from Ghilotti Bros., Inc. at the unit prices stated in its bid, was and is the lowest and best bid for said work and said bidder is the lowest responsible bidder; and

**WHEREAS**, staff has recommended that the project budget include a contingency amount of \$39,556 and \$5,000 for costs of materials testing and quality control; and

**WHEREAS**, the Council finds that this project is for the repair of an existing facility that is categorically exempt from environmental review under the California Environmental Quality Act (“CEQA”, 14 Cal Code Regs §15301;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL  
RESOLVES** as follows:

1. The plans and specifications for the G Street Improvements – Phase II project, City Project No. 11345, on file in the office of the City Clerk, are hereby approved.
2. The bid of Ghilotti Bros., Inc. is hereby accepted at the unit prices stated in its bid, and the contract for said work and improvements is hereby awarded to Ghilotti Bros., Inc., at the stated unit prices.
3. The City Manager and the City Clerk are authorized and directed to execute the contract with Ghilotti Bros., Inc. in the form attached hereto as Exhibit A and incorporated herein by reference, subject to final approval as to form by the City Attorney, and to return the bidder's bond upon the execution of the contract.
4. The City Council approves and appropriates \$410,000 in the Gas Tax Funds (#206) to cover the expenses for this project.
5. The City Manager is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Monday, the 6<sup>th</sup> day of August, 2018 by the following vote, to wit:

**AYES:**           **COUNCILMEMBERS:**

**NOES:**           **COUNCILMEMBERS:**

**ABSENT:**       **COUNCILMEMBERS:**

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**LINDSAY LARA, City Clerk**

File No.: 16.01.287



# City of San Rafael ♦ California

## Form of Agreement for

### G Street Improvements – Phase II Fourth St to Mission Ave

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2018 by and between the City of San Rafael (hereinafter called City) and Ghilotti Bros., Inc. (hereinafter called Contractor). Witnesseth, that the City and the Contractor, for the considerations hereinafter named, agree as follows:

#### I - Scope of the Work

The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work described in the specifications for the project entitled: **G Street Improvements – Phase II, City Project No. 11345**, all in accordance with the requirements and provisions of the “Specifications and Contract Documents for G Street Improvements – Phase II; Fourth St to Mission Ave” dated May 2018, which are hereby made a part of this Agreement. The liability insurance provided to City by Contractor under this contract shall be primary and excess of any other insurance available to the City.

#### II- Time of Completion

- (a) The work to be performed under this Contract shall be commenced within **Five (5) Working Days** after the date of written notice by the City to the Contractor to proceed.
- (b) All work shall be completed, including all punchlist work, within **Thirty (30) Working Days** and with such extensions of time as are provided for in the General Provisions.

#### III - Liquidated Damages

It is agreed that, if all the work required by the contract is not finished or completed within the number of working days as set forth in the contract, damage will be sustained by the City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City, the sum of **\$500** for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above; and the Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the City may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.

#### IV - The Contract Sum

The City shall pay to the Contractor for the performance of the Contract the amounts determined for the total number of each of the units of work in the following schedule completed at the unit price stated. The number of units contained in this schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract; provided that the total compensation under this Contract shall not exceed Three Hundred Sixty-five Thousand Four Hundred Forty-four Dollars and 00/100 (\$365,444.00) unless a written amendment is executed by the City and the Contractor.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Mobilization	1	LS @	\$20,000	= \$20,000
2.	Signs and Traffic Control	1	LS @	\$39,774	= \$39,774
3.	Clearing and Grubbing	1	LS @	\$98,000	= \$98,000
4.	Minor Concrete				

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	a. Type A Curb and Gutter	250	LF @	\$41.00 =	\$10,250
	b. 4" PCC Sidewalk	1,400	SF @	\$11.00 =	\$15,400
	c. Curb Ramp – Case A	4	EA @	\$4,000.00 =	\$16,000
5.	Storm Drain Improvements				
	a. Type E Catch Basin w/ Gallery Inlet	4	EA @	\$6,000.00 =	\$24,000
	e. 12" PVC Storm Drain Pipe	100	LF @	\$225.00 =	\$22,500
6.	Full Width Grinding**	21,000	SF @	\$0.87 =	\$18,270
7.	Hot Mix Asphalt				
	a. Full Depth HMA Plug Paving	60	TON @	\$305.00 =	\$18,300
	b. Deep Lift Patching	25	TON @	\$305.00 =	\$7,625
	c. HMA Overlay	315	TON @	\$175.00 =	\$55,125
8.	Adjust Existing Facility to Grade				
	a. Adjust Manhole Castings	2	EA @	\$800.00 =	\$1,600
	b. Adjust Water Valve Cover	10	EA @	\$58.00 =	\$580
	c. Adjust Gas Valve Cover	1	EA @	\$420.00 =	\$420
9.	Roadside Signs				
	a. Relocate Existing Sign(s) to New Post	3	EA @	\$350.00 =	\$1,050
10.	Striping and Pavement Markings				
	a. Detail 22 (Thermoplastic)	600	LF @	\$3.00 =	\$1,800
	b. Pavement Markings (Thermoplastic)	2,500	SF @	\$5.50 =	\$13,750
	c. Red Curb	400	LF @	\$2.50 =	\$1,000
<b>GRAND TOTAL BID</b>					<b>\$365,444.00</b>

#### V - Progress Payments

- (a) On not later than the 6th day of every month the Public Works Department shall prepare and submit an estimate covering the total quantities under each item of work that have been completed from the start of the job up to and including the 25th day of the preceding month, and the value of the work so completed determined in accordance with the schedule of unit prices for such items together with such supporting evidence as may be required by the City and/or Contractor.
- (b) As soon as possible after the preparation of the estimate, the City shall, after deducting previous payments made, pay to the Contractor 95% of the amount of the estimate as approved by the Public Works Department.
- (c) Final payment of all moneys due shall be made within 15 days after the expiration of 35 days following the filing of the notice of completion and acceptance of the work by the Public Works Department.

- (d) The Contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment by the public agency, by depositing securities of equivalent value with the public agency in accordance with the provisions of Section 22300 of the Public Contract Code. Such securities, if deposited by the Contractor, shall be valued by the City's Finance Director, whose decision on valuation of the securities shall be final.

#### **VI - Acceptance and Final Payment**

- (a) Upon receipt of written notice that the work is ready for final inspection and acceptance, the City Engineer shall within 5 days make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed, he will promptly issue a Notice of Completion, over his own signature, stating that the work required by this Contract has been completed and is accepted by him under the terms and conditions thereof, and the entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor by the City within 15 days after the expiration of 35 days following the date of recordation of said Notice of Completion.
- (b) Before final payment is due the Contractor shall submit evidence satisfactory to the City Engineer that all payrolls, material bills, and other indebtedness connected with work have been paid, except that in case of disputed indebtedness or liens the Contractor may submit in lieu of evidence of payment a surety bond satisfactory to the City guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.
- (c) Contractor shall provide a "Defective Material and Workmanship Bond" for 50% of the Contract Price, before the final payment will be made.
- (d) The making and acceptance of the final payment shall constitute a waiver of all claims by the City, other than those arising from any of the following: (1) unsettled liens; (2) faulty work appearing within 12 months after final payment; (3) requirements of the specifications; or (4) manufacturers' guarantees. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.
- (e) If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the City Engineer so certifies, the City shall, upon certificate of the City Engineer, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted.

Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

#### **VII - Assignment of Warranties; Waiver of Subrogation**

- (a) Contractor hereby assigns to City all warranties, guarantees, or similar benefits such as insurance, provided by or reasonably obtainable from the manufacturers or suppliers of equipment, material or fixtures that Contractor has installed or provided in connection with the work performed under this Agreement.
- (b) Contractor hereby agrees to waive and arrange by contract for its subcontractors to waive any subrogation rights which any insurer of Contractor or its subcontractors might otherwise acquire in connection with the insurer's payment to Contractor or its subcontractors of any insured loss with respect to work performed under this Agreement. Contractor further agrees to obtain and to arrange for its subcontractors to obtain for City's benefit any endorsements from insurers that may be necessary to effect such waiver of subrogation. Specifically, any worker's compensation insurance policies of the Contractor or its subcontractors shall be endorsed with a waiver of subrogation in favor of City for any work performed by Contractor or its subcontractors under this Agreement, and copies of such endorsements shall be provided to City.

IN WITNESS WHEREOF, City and Contractor have caused their authorized representatives to execute this Agreement the day and year first written above.

CITY OF SAN RAFAEL:

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*Jim Schutz*  
City Manager

ATTEST:

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*Lindsay Lara*  
City Clerk

APPROVED AS TO FORM:

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*Robert F. Epstein*  
City Attorney  
File No. 16.01.287

Ghilotti Bros., Inc.  
By:



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Printed Name Officer: Michael M. Ghilotti  
Title of Corporate Officer: President

and,



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Printed Name of Officer: Daniel Y. Chin  
Title of Corporate Officer: Chief Financial Officer



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

**Department: Public Works**

**Prepared by: Bill Guerin,  
Director of Public Works**

**City Manager Approval:** 

File No.: 08.09.26

**TOPIC: D STREET AND VIA SESSI STORM DRAIN IMPROVEMENTS PROJECT**

**SUBJECT: ACCEPT COMPLETION OF THE D STREET AND VIA SESSI STORM DRAIN IMPROVEMENTS PROJECT (CITY PROJECT NO. 11347), AND AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION**

**RECOMMENDATION:** Accept completion of the project and authorize the City Clerk to file the Notice of Completion.

**BACKGROUND:** The Public Safety Center (PSC) on Fifth Avenue between C and D Streets is under construction. As part of the design of the building, new on-site, underground storm drain infrastructure will be installed; however, no existing storm drain mainline exists on either Via Sessi or D Street between Fourth Street and Fifth Avenue. The original design of the PSC included a pumping system from the basement areas to the street. While this system will work, it requires significant maintenance over time. For the PSC site to drain without pumps and mechanical systems that rely on electrical systems, a storm drain system was required on Via Sessi and D Street.

The project was advertised in May 2018 with three bids received. The City Council subsequently awarded the construction contract to Ghilotti Bros., Inc. in the amount of \$174,735. Construction commenced in June 2018, and all work was completed on July 19, 2018.

**ANALYSIS:** Pursuant to Civil Code Section 3093, the City is required to record a Notice of Completion upon City acceptance of the improvements. This acceptance initiates a time period during which project subcontractors may file Stop Notices seeking payment from the City from the funds owed to the Contractor for the project work.

**FISCAL IMPACT:** The total City expenses of \$179,088.31 which includes some additional potholing for utilities and obtaining topographic information did not exceed the original project budget of \$194,000.

**ACTION REQUIRED:** Staff recommends that the City Council accept completion of the project and authorize the City Clerk to file the Notice of Completion.

**ATTACHMENTS:** Notice of Completion

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**FOR CITY CLERK ONLY**

**File No.:** \_\_\_\_\_

**Council Meeting:** \_\_\_\_\_

**Disposition:** \_\_\_\_\_

When recorded mail to:

City of San Rafael  
Lindsay Lara, City Clerk  
1400 Fifth Avenue  
P. O. Box 151560  
San Rafael, CA 94915-1560

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**CITY OF SAN RAFAEL  
NOTICE OF COMPLETION OF IMPROVEMENT**

TO ALL PERSONS WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN for and on behalf of the City of San Rafael, County of Marin, State of California, that there has been a cessation of labor upon the work or improvement and that said work or improvement was completed upon the **19th** day of **July, 2018** and accepted the **6th** day of **August, 2018**; that the name, address and nature of the title of the party giving this notice is as follows: The City of San Rafael, 1400 Fifth Avenue, San Rafael, California, 94901, a municipal corporation, in the County of Marin, State of California, within the boundaries of which said work or improvement was made upon land owned by said City and/or over which said City has an easement; that said work or improvement is described as follows:

**D STREET AND VIA SESSI STORM DRAIN IMPROVEMENTS PROJECT  
CITY PROJECT #11347**

and reference is hereby made for a further description thereof to the plans and specifications approved for said work or improvements now on file in the office of the City Clerk of said City, and said plans and specifications are hereby incorporated herein by reference thereto; and that the name of the Contractor who contracted to perform said work and make such improvement is

**Ghilotti Bros., Inc.**

I declare under penalty of perjury that the foregoing is true and correct.

Executed at San Rafael, California, on \_\_\_\_\_, 20\_\_\_\_.

CITY OF SAN RAFAEL  
A Municipal Corporation

By \_\_\_\_\_  
BILL GUERIN  
Director of Public Works

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF MARIN

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Bill Guerin, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Lindsay Lara  
San Rafael City Clerk

File: 08.09.26



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

**Department: Public Works**

**Prepared by: Bill Guerin,  
Director of Public Works**

**City Manager Approval:** 

File No.: 22.04.44

**TOPIC: VICTOR JONES PARK IMPROVEMENTS PROJECT**

**SUBJECT: ACCEPT COMPLETION OF THE VICTOR JONES PARK IMPROVEMENTS PROJECT (CITY PROJECT NO. 11289), AND AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION**

**RECOMMENDATION:** Accept completion of the project and authorize the City Clerk to file the Notice of Completion.

**BACKGROUND:** Victor Jones Park located in the Glenwood neighborhood of San Rafael and was originally built in the 1960's. Following extensive study and public input, the City retained a consultant to design the playground improvements. The project was advertised in spring 2017 with six bids received. The City Council subsequently awarded the construction contract to Ghilotti Bros., Inc. in the amount of \$649,997 ([see December 4<sup>th</sup> 2017 staff report](#)). To address the discrepancy between the initial engineer's estimate for the project (\$600,000) and the low bid (\$649,997) the City negotiated a deductive change-order (in the amount of \$89,997) reducing the total construction award to Ghilotti Bros. to \$560,000. Construction commenced in March 2018, and all work was completed on July 15, 2018.

**ANALYSIS:** Pursuant to Civil Code Section 3093, the City is required to record a Notice of Completion upon City acceptance of the improvements. This acceptance initiates a time period during which project subcontractors may file Stop Notices seeking payment from the City from the funds owed to the Contractor for the project work.

**FISCAL IMPACT:** The City's actual expenses for the construction contract with Ghilotti Bros., Inc. were \$552,750, and therefore came in under the original \$560,000 contract. The following table details the total project cost.

Design and utilities	\$108,210
Construction	\$552,750
<b>TOTAL Project Cost</b>	<b>\$660,960</b>

The project was funded by a combination of Measure A Parks and Open Space funds, the Building Fund (#603) as well as a \$10,000 donation from the Glenwood Neighborhood Association.

**FOR CITY CLERK ONLY**

**File No.:** \_\_\_\_\_

**Council Meeting:** \_\_\_\_\_

**Disposition:** \_\_\_\_\_



**ACTION REQUIRED:** Staff recommends that the City Council accept completion of the project and authorize the City Clerk to file the Notice of Completion.

**ATTACHMENTS:** Notice of Completion

When recorded mail to:

City of San Rafael  
Lindsay Lara, City Clerk  
1400 Fifth Avenue  
P. O. Box 151560  
San Rafael, CA 94915-1560

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**CITY OF SAN RAFAEL  
NOTICE OF COMPLETION OF IMPROVEMENT**

TO ALL PERSONS WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN for and on behalf of the City of San Rafael, County of Marin, State of California, that there has been a cessation of labor upon the work or improvement and that said work or improvement was completed upon the **15<sup>th</sup>** day of **July, 2018** and accepted the **6<sup>th</sup>** day of **August, 2018**; that the name, address and nature of the title of the party giving this notice is as follows: The City of San Rafael, 1400 Fifth Avenue, San Rafael, California, 94901, a municipal corporation, in the County of Marin, State of California, within the boundaries of which said work or improvement was made upon land owned by said City and/or over which said City has an easement; that said work or improvement is described as follows:

**VICTOR JONES PARK IMPROVEMENTS PROJECT  
CITY PROJECT #11289**

and reference is hereby made for a further description thereof to the plans and specifications approved for said work or improvements now on file in the office of the City Clerk of said City, and said plans and specifications are hereby incorporated herein by reference thereto; and that the name of the Contractor who contracted to perform said work and make such improvement is

**Ghilotti Bros., Inc.**

I declare under penalty of perjury that the foregoing is true and correct.

Executed at San Rafael, California, on \_\_\_\_\_, 20\_\_\_\_.

CITY OF SAN RAFAEL  
A Municipal Corporation

By \_\_\_\_\_  
BILL GUERIN  
Director of Public Works

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF MARIN

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Bill Guerin, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Lindsay Lara  
San Rafael City Clerk

File: 22.04.44



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: Community Development

*Paul A. Jensen*

Prepared by: Paul Jensen, Director  
Barry Miller, Contract Project Mgr.

City Manager Approval: \_\_\_\_\_

*JS*

**TOPIC: SAN RAFAEL GENERAL PLAN 2040 STEERING COMMITTEE**

**SUBJECT: RESOLUTION AMENDING RESOLUTION 14426 TO MODIFY THE GENERAL PLAN 2040 STEERING COMMITTEE APPOINTMENTS AND BYLAWS**

**RECOMMENDATION:**

Staff recommends that the City Council adopt the attached Resolution (Attachment 1) amending the General Plan 2040 Steering Committee Appointments and Bylaws.

**BACKGROUND:**

In February 2017, the City Council authorized a preliminary work program to update the San Rafael General Plan. The Update responds to recent state laws, incorporates current data, addresses emerging issues, and moves the Plan's time horizon to 2040. The Update also provides an opportunity to engage San Rafael residents and businesses in discussions about the future of the community.

The General Plan 2040 is a community-based process that is guided by a Steering Committee of stakeholders. On December 4, 2017, the City Council adopted Resolution 14426 appointing Steering Committee members and adopting Committee Bylaws. The Steering Committee is comprised of 23 members and alternates representing the following groups and organizations:

- |  |                                      |
|--|--------------------------------------|
| 1. City Council                                    | 11. Point San Pedro Road Coalition   |
| 2. Planning Commission                             | 12. Gallinas Creek Watershed Council |
| 3. Design Review Board                             | 13. Chamber of Commerce              |
| 4. Citizens Advisory Committee                     | 14. East San Rafael Working Group    |
| 5. Parks and Recreation Commission                 | 15. Seniors Advocate                 |
| 6. Bicycle and Pedestrian Advisory Committee       | 16. Youth Advocate                   |
| 7. Pickleweed Advisory Board                       | 17. Environmental Advocate           |
| 8. Climate Change Action Plan Update Working Group | 18. Homeless Advocate                |
| 9. Federation of San Rafael Neighborhoods          | 19. Housing Advocate                 |
| 10. North San Rafael Coalition of Residents        | 20. Cultural Resource Advocate       |
|  | 21-23. At-Large (3)                  |

**FOR CITY CLERK ONLY**

File No.: \_\_\_\_\_

Council Meeting: \_\_\_\_\_

Disposition: \_\_\_\_\_

To date, the Steering Committee has held six meetings including four regular business meetings, a “welcome” reception, and a City Tour.

**Adjustments to Committee Membership**

Given the large size of the Committee (45 people, including the alternates) and the nature of the appointments (e.g., representing specific Commissions and organizations), member turnover is to be expected as the project transpires. Members may move out of the City, leave the Commissions they represent, or step off the Committee for personal reasons. The Bylaws anticipate such turnover and include provisions for replacement. These provisions require Council approval in most circumstances.

There have been several changes during the past two months that require Council action. The changes and recommended actions are summarized below:

1. Park & Recreation Commission representative. Eric Holm, the Steering Committee member representing the Park & Recreation Commission, is no longer serving on this Commission. Jeff Jones, the Park & Recreation Commissioner who has served as the Steering Committee alternate, will now serve as the primary member. A new Steering Committee alternate will need to be appointed. On July 19, 2018, the Park & Recreation Commission recommended Commissioner Cicily Emerson to serve as the new Steering Committee alternate.

Eric Holm has asked to continue serving on the Steering Committee. As a sight-impaired individual and member of the City’s ADA Access Advisory Committee, he provides an important perspective that can benefit the Committee’s upcoming discussions on topics such as mobility, public health, and community services. Mr. Holm’s continued involvement on the Steering Committee will be valuable. It is recommended that a fourth “At-Large” seat be added, which would increase Committee membership to 24. No change to the number of “alternates” for the at-large seats is proposed.

2. Design Review Board (DRB) representative. The DRB representatives on the Steering Committee are Eric Spielman (primary) and Cheryl Lentini (alternate). Cheryl Lentini recently stepped down from the Design Review Board, so a new alternate for the Steering Committee needs to be appointed. On July 17, 2018, the Design Review Board recommended Board member Alternate Don Blayney to serve as the Steering Committee Alternate.
3. Climate Change Action Plan (CCAP) representative. Committee member Pam Reaves, the primary representative of the CCAP, has resigned for personal reasons. The CCAP has recommended Robert Miller to replace Pam as the primary Committee representative. The Committee alternate for CCAP is Kif Scheurer, who has indicated a preference to remain as the alternate rather than taking over Pam’s seat.
4. Environmental Advocacy representative. Robert Miller is currently the Steering Committee alternate representing environmental advocacy. Should the Council appoint Robert Miller as the primary representative for CCAP, a new alternate will need to be appointed for environmental advocacy. The Marin Conservation League has recommended Larry Minikes to serve in that capacity (see attached letter). The primary representative for environmental advocacy will continue to be Kate Powers.
5. Bicycle and Pedestrian Advisory Committee (BPAC) representative. Committee alternate Joakim Osthus has moved out of San Rafael. The BPAC has recommended Jim Geraghty to

serve as the new alternate. DJ Allison will continue to serve as the primary BPAC representative.

6. Citizens Advisory Committee representative. Committee alternate Felix AuYeung has moved out of San Rafael. The CAC has recommended Kati Miller to serve as the new alternate. Bill Carney will continue to serve as the primary CAC representative.

### **Revisions to Committee Bylaws**

As mentioned above, the General Plan 2040 Steering Committee is governed by Committee Bylaws, which were adopted by the City Council in December 2017. The Bylaws establish the number of Committee members, and the organizations represented. Should the City Council appoint Eric Holm as a fourth “At-Large” member, the Bylaws will need to be amended to note the increased number of at-large members and Committee members as a whole. An amendment is also needed to note an increase in the requirement for a quorum from 12 to 13 members. An amendment to the Bylaws has been drafted (Exhibit B) to incorporate these changes.

### **ANALYSIS:**

As noted, the Bylaws anticipated some degree of turnover on the Steering Committee. The Bylaws specifically require that the City Council approve changes to Committee membership except in cases where an “alternate” is replacing a resigning primary member. Of the changes described above, only one meets this criteria (Jeff Jones replacing Eric Holm). Jeff has attended several Steering Committee meetings in his capacity as an alternate and is enthused about the opportunity to represent the Parks and Recreation Commission on the Steering Committee moving forward.

In four of the cases above (BPAC, CAC, DRB, and Environmental Advocacy), the request is to replace the alternate rather than a primary member. These appointments should have minimal impact on the Steering Committee, since the alternates do not regularly participate in Committee meetings. Staff will conduct an orientation for the new appointees so they are aware of the General Plan process and the work completed to date.

In the case of the CCAP replacement, the recommended new member (Robert Miller) is currently serving as a Committee alternate—but in another category (environmental advocacy). Robert is well positioned to take on the role of CCAP representative, as he has attended almost all of the Steering Committee meetings to date in his capacity as an alternate. He is fully up to speed on the General Plan Update process.

Likewise, the proposed new “at-large” member has been serving as a primary member since the Committee was created in December 2017. Eric Holm has attended almost all Steering Committee meetings and events to date. As noted earlier, Eric brings an important perspective to the Committee.

If approved by the Council Eric’s appointment will bring the total number of Committee members to 24. Staff is aware that this could potentially result in “tie” votes (12:12) during deliberations. Such outcomes are unlikely, given the large number of Committee members, but would be documented in the unlikely event they occur. As noted earlier, Eric’s appointment also requires an amendment to the Bylaws increasing the quorum requirement from 12 to 13.

### **COMMUNITY OUTREACH:**

Each of the impacted City Commissions (CAC, BPAC, DRB, PRC, and CCAP) was contacted to solicit their input on new representatives or alternates. Votes were taken to confirm the selection in a number

of cases. Staff also reached out to the Marin Conservation League to solicit a new “alternate” to replace Robert Miller. Staff has communicated with the prospective incoming members and confirmed their interest in serving.

At the July 11, 2018 General Plan 2040 Steering Committee meeting, staff announced that changes to the Committee membership would be considered at the August 6, 2018 City Council meeting. In addition, a news release on the proposed changes was posted to the General Plan website concurrently with release of this staff report.

**FISCAL IMPACT:**

There is no direct fiscal impact to the appointment of members to this Steering Committee, other than the staff time associated with implementing the overall, General Plan 2040 Work Plan.

**OPTIONS:**

The City Council has the following options to consider regarding this matter:

1. Adopt the Resolution as recommended, which includes the appointment of new Committee members/alternates and amendments to the bylaws;
2. Modify the Steering Committee appointments and/ or bylaws; or
3. Direct staff to return to a future meeting with more information, or a modified list of Committee members and /or bylaws.

**RECOMMENDED ACTION:**

Accept report and adopt resolution.

**ATTACHMENTS:**

1. Resolution with attached amended list of Steering Committee Appointees (Exhibit A) and amended Committee Bylaws (Exhibit B)
2. Correspondence

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AMENDING RESOLUTION 14426,  
MODIFYING APPOINTMENTS TO THE SAN RAFAEL GENERAL PLAN 2040 STEERING  
COMMITTEE AND AMENDING THE ADOPTED COMMITTEE BYLAWS  
(CITY FILE NOS. GPA 16-001 & P16-013)**

**WHEREAS**, California Government Code 65300 requires that each city and county in the State adopt a comprehensive long range General Plan to address community growth, physical development, and planning of citywide programs; and

**WHEREAS**, the City of San Rafael is in the process of updating its 2020 General Plan to move the time horizon forward to 2040 and address new State requirements, current conditions, and emerging issues; and

**WHEREAS**, the General Plan Update process includes a Community Engagement Strategy, one component of which is a Steering Committee appointed by the City Council; and

**WHEREAS**, on December 4, 2017, the City Council appointed 23 members and 22 alternates to serve on the Steering Committee, and approved Bylaws addressing the organization and membership of the Committee and protocol for its meetings and conduct; and

**WHEREAS**, the Steering Committee has been convened six times since its creation, including four general business meetings, a reception, and a bus tour; and

**WHEREAS**, the Steering Committee is scheduled to continue meeting approximately once a month through at least the end of 2019; and

**WHEREAS**, the Steering Committee represents a diverse array of organizations, interest groups, neighborhoods, and perspectives, which contributes to the quality of its dialogue and ultimately will create a balanced and comprehensive General Plan; and

**WHEREAS**, the Steering Committee Bylaws anticipate occasional membership turnover due to members and/or alternates leaving the organizations they represent, relocating out of the City, or other factors; and

**WHEREAS**, such membership turnover has recently occurred; and

**WHEREAS**, the replacement of exiting members and alternates with new members and alternates is important to the future performance of the Steering Committee, and will ensure that its desired balance and diversity is retained; and

**WHEREAS**, Staff has solicited and received nominations to replace exiting members; and



**WHEREAS**, revisions to the Bylaws are also required to address a proposed increase in the number of Committee members from 23 to 24;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council takes the following actions:

1. City Council Resolution 14426 Exhibit “A”, approved on December 4, 2017, listing the members of the General Plan 2040 Steering Committee and their alternates, is amended as shown on Exhibit “A” attached to and incorporated by reference in this Resolution, making the following changes:
  - a. Eric Holm is appointed as a new “At Large” member.
  - b. Don Blayney replaces Cheryl Lentini as the Alternate representing the Design Review Board.
  - c. Jeff Jones replaces Eric Holm as the Primary Member representing the Parks and Recreation Commission.
  - d. Cicily Emerson replaces Jeff Jones as the Alternate representing the Parks and Recreation Commission.
  - e. Jim Geraghty replaces Joakim Osthus as the Alternate representing the Bicycle and Pedestrian Advisory Committee.
  - f. Kati Miller replaces Felix AuYeung as the Alternate representing the Citizens Advisory Committee on Economic Development and Affordable Housing.
  - g. Robert Miller replaces Pam Reaves as the Primary Member representing the Climate Change Action Plan Committee.
  - h. Larry Minikes replaces Robert Miller as the Alternate representing Environmental Advocacy.
2. City Council Resolution 14426 Exhibit “B”, approved on December 4, 2017 and adopting Bylaws for the General Plan 2040 Steering Committee, is amended as shown in Exhibit “B” attached to and incorporated in this Resolution, making the following changes:
  - a. The number of “at large” members serving on the Committee is increased from three to four people.
  - b. The total number of Committee members is increased from 22 to 23 people.

- c. The number of members constituting a Quorum of the Committee is increased from 12 to 13 people.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council on the 6<sup>th</sup> day of August 2018.

AYES:

NOES:

ABSENT:

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Lindsay Lara, City Clerk

EXHIBIT A: LIST OF STEERING COMMITTEE MEMBERS AND ALTERNATES, AS AMENDED

EXHIBIT B: STEERING COMMITTEE BYLAWS, AS AMENDED

**EXHIBIT A**

**LIST OF STEERING COMMITTEE MEMBERS AND ALTERNATES,  
AS AMENDED AUGUST 6, 2018**

<b>Organization</b>	<b>Member</b>	<b>Alternate</b>
1. City Council	Maribeth Bushey	Kate Colin
2. Planning Commission	Berenice Davidson	Jeff Schoppert
3. Design Review Board	Eric Spielman	<b>Don Blayney</b>
4. Parks and Recreation Commission	<b>Jeff Jones</b>	<b>Cicily Emerson</b>
5. Bicycle and Pedestrian Advisory Committee	DJ Allison	<b>Jim Geraghty</b>
6. Citizens Advisory Committee	William Carney	<b>Kati Miller</b>
7. Pickleweed Advisory Board	Jenny Broering	Salvador Avalos
8. Climate Change Action Plan Committee	<b>Robert Miller</b>	Kif Scheuer
9. Chamber of Commerce	Roger Smith	Joanne Webster
10. East San Rafael Working Group	Stephanie Plante	Laura Bertolli
11. Federation of San Rafael Neighborhoods	Jackie Schmidt	Amy Likover
12. Point San Pedro Road Coalition	Bonnie Marmor	Alan Schaevitz
13. Gallinas Creek Watershed Council	Margaret Johnston	Judy Schriebman
14. North San Rafael Resident	Richard Hall	Brad Honsberger
15. Senior community	Sparkie Spaeth	Hilda Castillo
16. Youth member	Bella Bromberg	Jack McGinn
17. Environmental Advocate	Kate Powers	<b>Larry Minikes</b>
18. Housing and Social Service Advocate	Omar Carrera	Sara Matson
19. Homeless Advocate	Karen Strolia	Paula Doubleday
20. Cultural Resource/ Preservation Advocate	Jeff Rhoads	Leslie Simons
21. At Large	Linda Jackson	Samantha Sargent Jed Greene
22. At Large	Cecilia Zamora	
23. At Large	Drew Norton	
24. At Large	<b>Eric Holm</b>	

*Persons referenced in the Resolution are shown in bold print.*

**EXHIBIT B**

**STEERING COMMITTEE BYLAWS,  
AS AMENDED AUGUST 6, 2018  
(separate document)**



# GENERAL PLAN 2040 STEERING COMMITTEE BYLAWS

Revised August 6, 2018<sup>1</sup>

## A. ORGANIZATION AND MEMBERSHIP

The San Rafael General Plan 2040 Steering Committee (“Committee”) has been created to provide guidance, oversight, and direction in the update of San Rafael’s General Plan. The Committee will be a sounding board for policies, actions, and priorities throughout the planning process.

Committee members must either reside in the San Rafael Planning Area or own/operate a business in San Rafael to be eligible to serve. If a member is representing a specific group or organization, a written endorsement from that organization is required.

The Committee shall be comprised of 24 “primary” members. Thirteen of the members shall represent the following organizations, with one member from each organization selected

- City Council
- Planning Commission
- Design Review Board
- Parks and Recreation Commission
- Citizens Advisory Committee on Economic Development and Affordable Housing
- Bicycle and Pedestrian Advisory Committee
- Pickleweed Advisory Board
- Climate Change Action Plan Committee
- Federation of San Rafael Neighborhoods
- Chamber of Commerce
- East San Rafael Working Group
- Point San Pedro Coalition
- Gallinas Creek Watershed Council

Seven of the members shall serve as advocates for specific topic areas including:

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<sup>1</sup> Revisions are noted in tracked changes.

- Youth
- Seniors
- Homelessness
- Housing
- Environment
- Cultural/ Historic Resources
- North San Rafael resident

Four members shall serve at large.

## **B. ALTERNATES**

With the exception of the “at large” seats, each “primary” member of the Committee shall have an “alternate” who may serve in the event the member will be absent at a meeting or leaves the Committee prior to the end of the General Plan Update. In the latter instance, the alternate will become the representative and a new alternate may be appointed. In the case of the “at large” seats, two individuals shall serve as the “alternate” for all four seats, rotating in their attendance if called on to participate.

## **C. APPOINTMENT**

The Council shall formally appoint all Committee members through a vote. In the event of a future vacancy, alternates may replace primary members without a Council vote. However, the designation of replacement alternates shall require a Council vote.

## **D. LIMITATIONS**

The Committee shall serve the Planning Commission and City Council in an advisory capacity only. It shall have no authority to take actions that bind the Planning Commission or City Council. Members of the Committee may be dismissed from the Committee by the Council at any time.

## **E. TERMS**

Members shall serve until General Plan 2040 and its associated CEQA documents are completed and adopted by the San Rafael City Council. However, monthly Committee meetings are expected to conclude upon publication of the Draft Plan, several months prior to adoption.

## **F. REPRESENTATION**

To the extent possible, members of the Committee who have been appointed to represent a particular organization should represent the perspective of their organizations and associated

constituents, rather than their personal viewpoints. Members will be responsible for periodically reporting back to their organizations on the Committee's discussions.

## **G. ABSENCES**

A commitment to participate in the process is important for continuity and progress. At the same time, it is recognized that Committee members may have occasional schedule conflicts, illnesses, vacations, and other circumstances that require that they miss a meeting. Members should notify the City's Project Manager and their designated alternate at least 24 hours prior to meeting time in the event they will be absent and will be noted as "excused" in such instances. In the event a member has three consecutive unexcused absences, or six consecutive excused absences, they may be removed from the Committee and replaced by the alternate at staff's discretion.

## **H. SUBCOMMITTEES**

Formal, standing subcommittees of the Steering Committee are not proposed. However, in the event a particular issue or topic requires focused consideration, the Committee may create an ad hoc group comprised of several members and alternates to address the issue. Such groups may meet on an as-needed basis, with no quorum requirement. Under no circumstance may a subcommittee consist of a majority of Committee members.

## **I. QUORUM**

A quorum of the Steering Committee shall be 13 people. Alternates may be counted toward the quorum requirement only if the primary member is absent and the formally designated alternate is present to serve in their place.

## **J. SELECTION OF OFFICERS**

The Committee shall have a Chair and Vice Chair, with the selection made by a majority vote at the first meeting. The Chair shall preside at all meetings and shall represent the Committee before the City Council. In the absence of the Chair at a Committee meeting, the Vice Chair shall assume the duties of the Chair. In the event both the Chair and Vice Chair are absent, the Committee may appoint an acting chair from among the members present. Staff shall act as Secretary and shall take notes of Committee Proceedings.

The Committee may elect to rotate the Chair and Vice Chair positions over the course of the project, in order to provide multiple members with the opportunity to serve in that capacity. For continuity, such rotations should be a minimum of six months in duration.

## **K. BROWN ACT COMPLIANCE**

Meetings shall be subject to the Brown Act, which sets standards for the conduct of public meetings, public access, and noticing requirements. The Brown Act also imposes certain limitations on how and when Committee members may communicate with one another. Steering Committee members will be advised of the basic requirements of the Brown Act as part of their orientation, and may be removed from the Committee if they violate the terms of the Act.

## **L. FORM 700**

Primary members of the Committee (23 members) will be required to complete a statement of economic interest (Form 700) as required by the California Fair Political Practices Act. The Form should be filed with the City Clerk and is a public record. Alternates are not required to complete Form 700. Members of the Committee who have already completed Form 700 in their capacity as a City Commissioner, Councilmember, or Board Member do not need to complete the form a second time.

## **K. AGENDAS AND SUMMARIES**

An agenda shall be prepared for each meeting. Agendas and related attachments will be sent electronically to Committee members at least 72 hours prior to the meeting time. Agendas will also be posted to the project website ([www.sanrafael2040.org](http://www.sanrafael2040.org)) 72 hours prior to the meeting time. Committee members may suggest items to be included on upcoming meeting agendas.

A Meeting Summary will be prepared following each meeting. The Summary will be included as an attachment to the agenda packet for the next month's meeting.

## **L. VOTING**

The Committee will strive to reach consensus on policies and proposals. If a consensus cannot be reached, recommendations may be made by a simple majority vote called by the Chair. Alternative perspectives (e.g., minority positions) shall be documented in the Meeting Summary when appropriate.

## **M. CONFLICTS OF INTEREST**

Members shall recuse themselves from discussion and any voting action in the event of a potential conflict of interest on a topic being addressed by the Committee.



## **N. MEETING TIMES, LOCATION, AND PROTOCOL**

Regular meetings shall be held on the second Wednesday of each month. Meetings shall start at 6 PM and end no later than 9 PM. End times may be extended by a majority vote of the Committee when meetings are in session. At the discretion of staff, special meetings may be convened at other times, including weekends. Special meetings may include bus tours, field visits, and similar activities that are difficult to convene during evening hours.

Meetings shall generally be held in large multi-purpose rooms with sufficient capacity for Committee members and the public. Members of the public are encouraged to attend Committee meetings, but may not participate in Committee discussions unless specifically noted on the Agenda or authorized by the Chair. All meetings shall include dedicated agenda time for public comment. The Committee Chair has the discretion to limit the time available for each speaker based on the number of speakers present and the length of the agenda.

## **O. MEDIA**

In the event Committee members speak to the media, they are encouraged to provide accurate, factual information and shall refrain from engaging in speculation, advocacy for a particular position, or speaking on behalf of other Committee members unless authorized by the Committee to do so. Staff will facilitate communication with the media and will assist Committee members in doing so if desired.

## **P. PARTICIPATION OF ALTERNATES IN MEETINGS**

Alternates are encouraged to attend Committee meetings but are not required to be present. When an alternate and primary member are both present, the alternate shall be seated in the audience and shall not participate in the Committee's deliberations unless specifically called on to do so by the Chair. Alternates may participate in the public comment period. When the primary member is not present, the alternate shall assume the role of that member in the Committee's deliberations and be seated with other primary members.

## **Q. BOARD AND COMMISSIONER TERM-OUTS**

In the event a Committee member representing a City Board or Commission ceases to be a member of that Board or Commission during the course of the General Plan Update, that member may serve on the Committee in a "holdover" capacity for a period not to exceed three months from the end of their Board or Commission term. Following the holdover period, the Committee member shall resign their seat, and the designated alternate shall represent the associated Board or Commission as a full member. A new alternate shall be designated by vote of the City Board or Commission during the holdover period, subject to Council approval.

At its discretion, a Board or Commission may vote to allow a termed out member to continue to represent them on the General Plan Steering Committee for the duration of the project. In such instances, the termed out member shall report back to the Board or Commission at least once every three months to provide an update on the General Plan and relevant issues.

## **R. RELATIONSHIP TO COMMUNITY ENGAGEMENT PROGRAM**

The Steering Committee is an essential part of the General Plan 2040 Community Engagement Strategy, but it is not the only part. The Committee is part of a broader outreach program that includes community meetings, stakeholder meetings, Board and Commission meetings, direct interviews, and on-line engagement. The City will balance input from the Steering Committee with these other sources to ensure that the process is as fair and inclusive as possible.

## **S. ROLE OF COMMITTEE MEMBERS**

The City expects Committee members to:

- Become familiar with the issues surrounding the General Plan and the future of San Rafael
- Attend and participate in approximately 20 to 24 Committee meetings
- Review agenda packet materials in advance of Committee meetings
- Keep the interest of the entire community in mind, even when representing a particular organization or advocacy group
- Keep stakeholder groups informed of the progress of the Update program
- Serve as ambassadors to the community and encourage participation in the General Plan process by the public, including attendance at community workshops, town hall meetings, exhibits, and focus group discussions
- Work collaboratively and in good faith with fellow committee members, keeping an open mind, being respectful, and listening to other perspectives and viewpoints
- Stay focused on the task at hand and refrain from distracting others through side conversations and commentary that is unrelated from the agenda topics
- Be succinct in their comments in order to allow others to share their thoughts and opinions
- Provide constructive feedback to staff and consultants on process issues and work products throughout the update process
- Make recommendations to the Planning Commission and/or City Council on issues at key milestones

Staff and consultants will play a supporting role at each meeting and will provide discussion points, presentations, and background material. Staff and consultants will also serve as information resources at each meeting and will help guide and focus the discussion of key issues.



Protecting Marin Since 1934

July 19, 2018

Barry Miller  
Project General Manager, General Plan 2040  
City of San Rafael  
1400 Fifth Avenue  
San Rafael, CA 94901

[Email: [Barry.Miller@cityofsanrafael.org](mailto:Barry.Miller@cityofsanrafael.org)]

Dear Mr. Miller

Marin Conservation League is interested in following the progress of San Rafael's planning process for its 2040 General Plan.

At the July 17th board meeting, the Marin Conservation League Board of Directors voted to endorse MCL Director Larry Minikes' application to the City of San Rafael's 2040 General Plan Steering Committee. He will replace Bob Miller as the Alternate for the Environmental Advocate.

Larry is a resident of San Rafael and he will serve the Steering Committee well.

Thank you for considering his application.

Sincerely,

A handwritten signature in black ink that reads "Linda Novy". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Linda Novy  
President

C.c., Paul Jenson

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**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: Public Works

Prepared by: Bill Guerin,  
Director of Public Works

City Manager Approval:

File No.: 18.06.59

**TOPIC: GRAND AVENUE PATHWAY CONNECTOR PROJECT**

**SUBJECT: ADOPTION OF RESOLUTIONS RELATED TO THE GRAND AVENUE PATHWAY CONNECTOR PROJECT, CITY PROJECT NO. 11173:**

1. RESOLUTION REJECTING THE BID PROTEST FROM GHILOTTI CONSTRUCTION COMPANY AND AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION AGREEMENT FOR THE GRAND AVENUE PATHWAY CONNECTOR PROJECT TO VALENTINE CORPORATION IN THE AMOUNT OF \$1,776,870, AND AUTHORIZING CONTINGENCY FUNDS IN THE AMOUNT OF \$241,802, FOR A TOTAL APPROPRIATED AMOUNT OF \$2,018,672.
2. RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH COASTLAND CIVIL ENGINEERING, INC. FOR INSPECTION SERVICES ASSOCIATED WITH THE GRAND AVENUE PATHWAY CONNECTOR PROJECT, IN THE AMOUNT OF \$146,328.
3. RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A FOURTH AMENDMENT TO THE AGREEMENT WITH SIEGFRIED ENGINEERING, INC. FOR CONSTRUCTION SUPPORT SERVICES ASSOCIATED WITH THE GRAND AVENUE PATHWAY CONNECTOR PROJECT, IN THE AMOUNT OF \$40,000, FOR A TOTAL CONTRACT NOT-TO-EXCEED AMOUNT OF \$348,737.

**RECOMMENDATION:** Adopt the resolutions for the Grand Avenue Pathway Connector Project.

**BACKGROUND:** Grand Avenue and Francisco Boulevard East form the primary corridor for residents living in the Canal Neighborhood, the most densely populated area in Marin County, to access the San Rafael Transit Center, SMART station, Montecito Plaza, and San Rafael High School. Local street connections between the Canal Neighborhood and the rest of the City are severely limited by the constraints of the San Rafael Canal waterway, the existing Grand Avenue Bridge, Highway 101, and Interstate 580. The Grand Avenue Pathway Connector Project ("Bridge Project") will fill a significant bicycle/pedestrian safety gap within a major north-south corridor and will successfully link to other recently constructed bicycle/pedestrian improvements on both Grand Avenue and Francisco Boulevard East.

**FOR CITY CLERK ONLY**

File No.: \_\_\_\_\_

Council Meeting: \_\_\_\_\_

Disposition: \_\_\_\_\_

The Bridge Project will install a 12-foot-wide bicycle/pedestrian bridge immediately east of the existing vehicular bridge along Grand Avenue over the San Rafael Canal waterway and will link to the recently completed widened sidewalk at the intersection of Second Street at Grand Avenue. Furthermore, the Bridge Project will link to the future widened sidewalk along Francisco Boulevard East, planned for construction in 2020, thus providing a seamless bicycle/pedestrian facility from Downtown to the Canal Neighborhood that will greatly improve safety and connectivity in East San Rafael.

This project has been a long-standing, high-priority project for the San Rafael City Council. It moved from concept to design in [April 2011](#) when the City received a \$200,000 grant from the Association of Bay Area Governments to begin developing construction documents. Over the course of several years, City staff pursued construction funding for the Bridge Project through various grant opportunities, none of which resulted in construction funding being awarded. In 2017, staff worked closely with the Transportation Authority of Marin (TAM) to identify construction funding for the Bridge Project. The City has secured construction funding consisting of federal (i.e., Congestion Mitigation and Air Quality) and regional monies.

Following extensive review by Caltrans staff, the Bridge Project was determined to have no significant effect on the environment and is categorically exempt under National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) requirements.

**ANALYSIS:** In addition to the actual construction contract, limitations on staff resources will require staff to obtain outside contractors to perform certain services needed for completion of the Bridge Project. Therefore, staff is recommending that the City Council approve three separate agreements, as set forth below.

1. Resolution re Award of Construction Contract

The project was advertised in accordance with San Rafael’s Municipal Code on May 25, 2018, and on June 28, 2018 at 10:00 AM the following bids were received and read aloud:

<u>BIDDER</u>	<u>AMOUNT</u>
Valentine Corporation	\$1,776,870
Ghilotti Construction Company	\$1,788,715
Thompson Builders Corporation	\$1,831,190 *
Granite Construction	\$2,096,995 *

\* No DBE material submitted with these bids – Bidders are therefore disqualified

Valentine Corporation was initially found to be the low bidder, however, following the bid opening, City staff discovered a mathematical error in their bid tabulation. This error was deemed negligible, and Valentine Corporation accepted the corrected, and even lower, bid amount, and authorized City staff to proceed to award the construction agreement with this lower base bid amount.

The Bridge Project is partially supported by federal funding, and as such, requires prime contractors to either meet the City’s Disadvantaged Business Enterprises (DBE’s) participation goal or, if they do not meet the goal, show that they made a good faith effort

to solicit DBE's to participate. A DBE is a for-profit small business that is at least 51% owned and managed by one or more socially and economically disadvantaged individuals.

Following the bid opening, the City received a protest from the second low bidder, Ghilotti Construction Company contesting that the low bidder, Valentine Corporation, did not make a good faith effort to secure subcontractors or material suppliers who are DBE's, citing that Valentine Corporation achieved 2.52% DBE participation, but did not meet the City's goal of 6%. Ghilotti Construction achieved the goal with 6.2% DBE participation. The third and fourth low bidders submitted no DBE paperwork, which automatically deems their bids nonresponsive.

Following the bid opening, City staff reviewed the bids for compliance with the contract documents, including that the eleven step process to demonstrate good faith efforts was performed by the low bidder, Valentine Corporation. The protest of the second low bidder, Ghilotti Construction Company, centers around a business decision made by the low bidder to reject the bids of a particular DBE for two items of work in favor of a lower bid from a non-DBE subcontractor on one item and doing the work itself on the other item. Staff has concluded that this was a reasonable business decision given the bid amounts, and does warrant a finding that the low bidder did not make the required good faith efforts. To the contrary, staff has concluded that while Valentine Corporation did not meet the City's DBE goal, it did provide proof that it made a good faith effort to solicit DBE bids. Since the low bidder made a good faith effort to solicit DBEs, and in fact has five other DBE subcontractors and/or material suppliers ready to work on this project, it is staff's recommendation that Council reject the bid protest and award the contract to the low bidder, Valentine Corporation.

This project is identified in the Capital Improvement Program. The construction bids have been reviewed by Public Works staff and found to be responsive and the contractor responsible. The low bid is from Valentine Corporation (\$1,776,870). In addition, staff is seeking \$241,802 for contingencies for a total construction budget of \$2,018,672. The recommended resolution awards the construction contract to Valentine Corporation.

2. Resolution re Agreement with Coastland Civil Engineering, Inc. for Inspection Services

Managing construction throughout the duration of the Bridge Project will require inspection services to review contractor work and manage coordination between utility companies and private property owners. At this time, Public Works does not have the staff resources or the specialized knowledge in bridge construction to dedicate a field inspector to this project.

On May 25, 2018, Public Works solicited Statements of Qualifications, including billing rate schedules, for inspection services. Three Statements from qualified firms were received on June 15, 2018. All were evaluated by City staff based on criteria specified in the Request for Qualifications including, but not limited to, understanding of the work to be done, previous experience with similar projects, qualified personnel, and familiarity with City standards and the local area. Staff recommends Coastland Civil Engineering as the most qualified consultant for this project.

Coastland Civil Engineering has submitted a proposal to perform the inspection services in an amount not to exceed \$146,328; and staff has reviewed the proposal and has found it to be complete and within industry standards.

The recommended Resolution would authorize the City Manager to execute a professional services agreement with Coastland Civil Engineering for the required inspection services, in an amount not to exceed \$146,328.

**3. Resolution re Agreement with Siegfried Engineering for Engineering During Construction**

Siegfried Engineering previously performed design services for the project and staff proposes to retain Siegfried Engineering to provide construction support. Having the design consultant available through construction will expedite the completion of the project, and allow the designer to review material submittals, make minor adjustments to the construction documents, attend meetings, and respond to detailed questions asked by the general contractor.

The proposed resolution authorizes the City Manager to execute a Fourth Amendment to the existing professional services agreement with Siegfried Engineering to include the additional construction support services, in an additional amount not to exceed \$40,000, bringing the total contract amount to \$348,737.

**PUBLIC OUTREACH:** Public Works staff held several meetings and outreach events over the past several years during the design phase of the project to inform the public about the bicycle and pedestrian improvements on Grand Avenue between Second Street and Francisco Boulevard East. Presentations were made in English and Spanish at the following dates and locations:

- June 27, 2012 – Public Meeting at Albert J. Boro Community Center
- May 27, 2015 – Sidewalk Intercept Presentation at Montecito Plaza Shopping Center
- May 27, 2015 – Presentation at San Rafael Community Center on B Street
- May 30, 2015 – Informational booth at Pickleweed Park

**Other Public Notifications**

- This project is noted in the City's Capital Improvement Program from 2013 to 2018
- City staff has presented project updates to the Bicycle Pedestrian Advisory Committee for the last few years, including the August 1, 2018 meeting

If the City Council approves this project to proceed, Public Works will renew outreach by contacting affected neighbors, businesses, and other groups to ensure that the public is aware of the upcoming construction project. This will be done using various social media channels, the City website, and changeable message signs near the project site.

**FISCAL IMPACT:** To date, the City has made significant investments in this capital improvement project preparatory to the proposed award of a construction contract before the City Council. From project inception in 2011 through February 2018, the City has spent \$273,953 associated with the planning and design, of which \$200,000 was offset by grant funding from the Association of Bay Area Governments.

Over the past several years, the City has diligently coordinated with property owners on both sides of the San Rafael Canal where the proposed pedestrian bridge will be located. In [October 2016](#), Council approved the purchase of the former Marin Motors site at 750 Grand Avenue on the north side of the Canal while in [February 2018](#) the City acquired a portion of the Toyota Marin property on the south side of the Canal. To date, \$840,158 has been spent related to property acquisition and temporary construction easements. None of the expenses associated

**SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 5**

with property acquisition and easements are reimbursable through grant funding obtained for this project.

The remaining expenses are associated with construction, the funding for which is in large part due to the financial assistance from the Transportation Authority of Marin (TAM). TAM located the \$1,000,000 federal grant as well as contributed Measure A funds. The balance of construction funding will come from the Federal Funds distributed through TAM.

Staff recommends that Council authorize three proposed contracts with associated budgets as follows:

1. Construction agreement with Valentine Corporation in the amount of \$1,776,870 with a contingency amount of \$241,802;
2. Inspection services agreement with Coastland Civil Engineering in the amount of \$146,328; and
3. Construction support amendment with Siegfried Engineering in the amount of \$40,000.

The following tables summarize the project budget as it relates to construction only:

**Project Budget:**

<b>Construction Funding Sources</b>	<b>Allocation</b>
Federal Grant (i.e., CMAQ)	\$1,000,000
Grant - Measure A: Local Roads 2015/16	\$245,725
Grant - Measure A: Housing Incentive Program	\$196,000
Grant - Measure A: Safe Pathway Fund 2015/16	\$107,000
Federal Funds (distributed through TAM)	\$681,275
<b>Total Available Funds</b>	<b>\$2,230,000</b>

**Expenses:**

<b>Construction Expenses</b>	<b>Amount</b>
Construction Award	
Contract Amount	\$1,776,870
Contingency**	\$241,802
<b>Total Construction Award</b>	<b>\$2,018,672</b>
Other Construction Expenses	
Special Inspections/Materials Testing	\$25,000
Field Inspection Services	\$146,328
Construction Support Services	\$40,000
<b>Total Other Construction Expenses</b>	<b>\$211,328</b>
<b>Total Estimated Construction Expenses</b>	<b>\$2,230,000</b>

**Complete Project Expenses Summary:**

<b>Project Expenses</b>	<b>Amount</b>
Design/Planning (expended to date)	\$273,953
Private Property Acquisition (expended to date)	\$840,158



<b>Estimated Construction Expenses (proposed above)</b>	<b>\$2,230,000</b>
<b>Total Project Costs</b>	<b>\$3,344,111</b>

\*\* Additional contingency is requested for this project based on unknown factors which may arise in the field associated with performing specialty bridge work over an open body of water.

**OPTIONS:**

The City Council has the following options to consider relating to this matter:

1. Adopt all three resolutions as presented.
2. The Council may decline to approve one or more of the three contracts identified above. Depending on the type of contract in question, City staff can solicit additional proposals for inspection and/or construction support services or rebid the construction contract. If this option is chosen, soliciting new proposals or re-bidding the project will delay construction by approximately two months.
3. The Council may decline to approve any of the three contracts identified above and provide staff with additional direction. Depending on the type of contract in question, the City may forfeit \$1,000,000 in federal funds should the City not move forward with construction.

**RECOMMENDED ACTION:** Staff recommends that the City Council:

1. Adopt the resolution rejecting the bid protest from Ghilotti Construction Company, and award and authorize the City Manager to execute the construction agreement with Valentine Corporation in the amount of \$1,776,870.
2. Adopt the resolution authorizing the City Manager to execute a professional services agreement with Coastland Civil Engineering for inspection services in an amount not to exceed \$146,328.
3. Adopt the resolution authorizing the City Manager to execute an amendment to the professional services agreement with Siegfried Engineering for construction support services in an amount not to exceed \$40,000, increasing the total not to exceed amount under the agreement to \$348,737.

**ATTACHMENTS:**

1. Resolution rejecting the bid protest from Ghilotti Construction Company, and awarding and authorizing the City Manager to execute the construction agreement with Valentine Corporation
  - a. Exhibit 1 to Valentine Resolution: Agreement with Valentine Corporation
2. Resolution approving and authorizing the City Manager to execute a professional services agreement with Coastland Civil Engineering for inspection services
  - a. Exhibit 1 to Coastland Resolution: Agreement with Coastland Civil Engineering
3. Resolution approving and authorizing the City Manager to execute an amendment to the professional services agreement with Siegfried Engineering for construction support services
  - a. Exhibit 1 to Siegfried Resolution: Fourth Amendment to Agreement with Siegfried Engineering

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL  
REJECTING THE BID PROTEST FROM GHILOTTI CONSTRUCTION COMPANY  
AND AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A  
CONSTRUCTION AGREEMENT FOR THE GRAND AVENUE PATHWAY  
CONNECTOR PROJECT TO VALENTINE CORPORATION IN THE AMOUNT OF  
\$1,776,870, AND AUTHORIZING CONTINGENCY FUNDS IN THE AMOUNT OF  
\$241,802 FOR A TOTAL APPROPRIATED AMOUNT OF \$2,018,672**

**WHEREAS**, on the 28<sup>th</sup> day of June 2018, pursuant to due and legal notice published in the manner provided by law, inviting sealed bids or proposals for the work hereinafter mentioned, as more fully appears from the Affidavit of Publication thereof on file in the office of the City Clerk of the City of San Rafael, California, the City Clerk of said City did publicly open, examine, and declare all sealed bids or proposals for doing the following work in said City, to wit:

**“Grand Avenue Pathway Connector Project”**

**City Project No. 11173**

in accordance with the plans and specifications therefore on file in the office of the City Clerk; and

**WHEREAS**, the bid of \$1,776,870.00 from Valentine Corporation at the unit prices stated in its bid, was and is the lowest and best bid for said work and said bidder is the lowest responsible bidder; and

**WHEREAS**, staff has recommended that the project budget include a contingency amount of \$241,802; and

**WHEREAS**, on July 12, 2018 the City received a bid protest from Ghilotti Construction Company requesting that the low bidder be disqualified for not complying with the bid documents related to securing Disadvantaged Business Enterprises, and

**WHEREAS**, city staff has made a thorough review of the low bidder's submitted bid information, and

**WHEREAS**, City staff has determined that the low bidder has made a "Good Faith Effort" to secure Disadvantaged Business Enterprises as specified in the bid documents and applicable law, all as more particularly set forth in the staff report to the Council for this resolution; and therefore recommends that the bid protest from Ghilotti Construction Company be rejected as unmeritorious; and

**WHEREAS**, the Council finds that this project is categorically exempt from environmental review under the California Environmental Quality;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL RESOLVES** as follows:

1. The plans and specifications for the Grand Avenue Pathway Connector Project, City Project No. 11173, on file in the office of the City Clerk, are hereby approved.
2. The bid protest filed by Ghilotti Construction Company, the second low bidder, on July 12, 2018 is hereby rejected for the reasons set forth in the City Council staff report for this resolution.
3. The bid of Valentine Corporation is hereby accepted at the unit prices stated in its bid, and the contract for said work and improvements is hereby awarded to Valentine Corporation, at the stated unit prices.
4. The City Manager is authorized and directed to execute the contract with Valentine Corporation in a form attached hereto as Exhibit 1, subject to final approval as to form by the City Attorney, and to return the bidder's bond upon the execution of the contract.
5. The City Council approves and appropriates Federal Funds distributed through TAM (Transportation Authority of Marin) to cover the expenses for this project.

6. Funds totaling \$1,000,000 will be appropriated for this project from the Congestion Mitigation and Air Quality (CMAQ) grant.
7. The City Manager is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Monday, the 6th day of August, 2018 by the following vote, to wit:

**AYES:**           **COUNCILMEMBERS:**  
**NOES:**           **COUNCILMEMBERS:**  
**ABSENT:**       **COUNCILMEMBERS:**

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**LINDSAY LARA, City Clerk**

City of San Rafael ♦ California

Agreement for

Grand Avenue Pathway Connector Project
City Project No. 11173

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2018 by and between the City of San Rafael (hereinafter called City) and Valentine Corporation (hereinafter called Contractor). Witnesseth, that the City and the Contractor, for the considerations hereinafter named, agree as follows:

I - Scope of the Work

The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work described in the specifications for the project entitled: Grand Avenue Pathway Connector Project, City Project No. 11173, all in accordance with the requirements and provisions of the Contract Documents as defined in the General Conditions which are hereby made a part of this Agreement. The Contractor further agrees to abide by the federal minimum wage rates and Required Contract Provisions for Federal-Aid Construction Contracts attached hereto as Attachments A and B, respectively.

II- Time of Completion

- (a) The work to be performed under this Contract shall be commenced within Five (5) Working Days after the date of written notice by the City to the Contractor to proceed.
(b) All work shall be completed, including all punchlist work, within Ninety-five (95) Working Days and with such extensions of time as are provided for in the General Provisions.

III - Liquidated Damages

It is agreed that, if all the work required by the contract is not finished or completed within the number of working days as set forth in the contract, damage will be sustained by the City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City, the sum of \$1,000 for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above; and the Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the City may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.

IV - The Contract Sum

The City shall pay to the Contractor for the performance of the Contract the amounts determined for the total number of each of the units of work in the following schedule completed at the unit price stated. The number of units contained in this schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract, provided that the total compensation under this Contract shall not exceed the Grand Total Bid written below unless a written amendment is executed by the City and the Contractor.

Table with 7 columns: ITEM, DESCRIPTION, ESTIMATED QUANTITY, UNIT, UNIT PRICE, TOTAL PRICE. Rows include Mobilization (3% Max), Signs and Traffic Control, Clearing and Grubbing, Hot Mix Asphalt, and Minor Concrete (Type A Curb and Gutter).

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	b. 4" Thick PCC Sidewalk	4,100	SF @	\$11.00	\$45,100
	c. 8" Thick PCC on Vehicle Bridge	1,250	SF @	\$28.00	\$35,000
	d. 6" Tall Retaining Curb	50	LF @	\$45.00	\$2,250
	e. Sidewalk Retaining Wall	165	LF @	\$252.00	\$41,580
6	Cast-in-Place Concrete (18-9)				
	a. Bridge Approach Retaining Wall (Sheet S1.2, Detail 2)	80	LF @	\$230.00	\$18,400
	b. Bridge Approach Retaining Wall (Sheet S1.2, Detail 2A)	30	LF @	\$540.00	\$16,200
	c. Concrete Abutments	2	EA @	\$22,000.00	\$44,000
	d. Barriers and Handrailing				
	i. Type 26 Barrier with Handrailing	260	LF @	\$350.00	\$91,000
	ii. Type 732 Barrier with Handrailing	260	LF @	\$320.00	\$83,200
7	Precast Abutment Piles (18-10)	12	EA @	\$10,000.00	\$120,000
8	Prefabricated Pedestrian Bridge (18-11)	1	LS @	\$450,000.00	\$450,000
9	Cable Railing, Posts, and Miscellaneous Steel (18-12)	1	LS @	\$21,000.00	\$21,000
10	Electrical Systems (18-13)	1	LS @	\$165,000.00	\$165,000
11	Bollards (18-14)	2	EA @	\$2,000.00	\$4,000
12	Roadside Signs (18-15)				
	a. Relocate Existing Sign to New Post	3	EA @	\$135.00	\$405
13	Traffic Stripes and Pavement Markings (18-17)				
	a. Detail 9 Stripe (Thermoplastic)	500	LF @	\$4.25	\$2,125
	b. Detail 22 Stripe (Thermoplastic)	500	LF @	\$7.00	\$3,500
	c. 4" White Stripe (Paint)	350	LF @	\$13.00	\$4,550
	d. Paint Curb Red	700	LF @	\$3.75	\$2,625
	e. Install 6" x 4' Wheel Stops	16	EA @	\$120.00	\$1,920
14	Landscape Improvements (18-18)	1	LS @	\$2,500.00	\$2,500
15	Methacrylate Resin Treatment				
	a. Prepare Concrete Bridge Deck Surface*	9700	SF @	\$2.25	\$21,825
	b. Treat Bridge Deck*	9700	SF @	\$1.85	\$17,945
	c. Furnish Bridge Deck Treatment Material (low odor)	90	GAL @	\$133.00	\$11,970
<b>GRAND TOTAL BID:</b>					<b>\$1,776,870.00</b>

## **V - Progress Payments**

- (a) On not later than the 6th day of every month the Public Works Department shall prepare and submit an estimate covering the total quantities under each item of work that have been completed from the start of the job up to and including the 25th day of the preceding month, and the value of the work so completed determined in accordance with the schedule of unit prices for such items together with such supporting evidence as may be required by the City and/or Contractor.
- (b) As soon as possible after the preparation of the estimate, the City shall, after deducting previous payments made, pay to the Contractor 95% of the amount of the estimate as approved by the Public Works Department.
- (c) The Contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment by the public agency, by depositing securities of equivalent value with the public agency in accordance with the provisions of Section 22300 of the Public Contract Code. Such securities, if deposited by the Contractor, shall be valued by the City's Finance Director, whose decision on valuation of the securities shall be final.

## **VI - Acceptance and Final Payment**

- (a) Upon receipt of written notice that the work is ready for final inspection and acceptance, the City Engineer shall within 5 days make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed, he will promptly issue a Notice of Completion, over his own signature, stating that the work required by this Contract has been completed and is accepted by him under the terms and conditions thereof, and the entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor by the City within 15 days after the expiration of 35 days following the date of recordation of said Notice of Completion.
- (b) Before final payment is due the Contractor shall submit evidence satisfactory to the City Engineer that all payrolls, material bills, and other indebtedness connected with work have been paid, except that in case of disputed indebtedness or liens the Contractor may submit in lieu of evidence of payment a surety bond satisfactory to the City guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.
- (c) Contractor shall provide a "Defective Material and Workmanship Bond" for 50% of the Contract Price, before the final payment will be made.
- (d) The making and acceptance of the final payment shall constitute a waiver of all claims by the City, other than those arising from any of the following: (1) unsettled liens; (2) faulty work appearing within 12 months after final payment; (3) requirements of the specifications; or (4) manufacturers' guarantees. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.
- (e) If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the City Engineer so certifies, the City shall, upon certificate of the City Engineer, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted.

Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

## **VII - Assignment of Warranties; Waiver of Subrogation**

- (a) Contractor hereby assigns to City all warranties, guarantees, or similar benefits such as insurance, provided by or reasonably obtainable from the manufacturers or suppliers of equipment, material or fixtures that Contractor has installed or provided in connection with the work performed under this Agreement.
- (b) Contractor hereby agrees to waive and arrange by contract for its subcontractors to waive any subrogation rights which any insurer of Contractor or its subcontractors might otherwise acquire in connection with the insurer's payment to Contractor or its subcontractors of any insured loss with respect to work performed under this Agreement. Contractor further agrees to obtain and to arrange for its subcontractors to obtain for City's benefit any endorsements from insurers that may be necessary to effect such waiver of subrogation.

Specifically, any worker's compensation insurance policies of the Contractor or its subcontractors shall be endorsed with a waiver of subrogation in favor of City for any work performed by Contractor or its subcontractors under this Agreement, and copies of such endorsements shall be provided to City.

**IN WITNESS WHEREOF**, City and Contractor have caused their authorized representatives to execute this Agreement the day and year first written above.

**CITY OF SAN RAFAEL:**

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*Jim Schutz*  
**City Manager**

**ATTEST:**

**Valentine Corporation**  
**By:**

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*Lindsay Lara*  
**City Clerk**

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Printed Name:  
Title of Corporate Officer:

**APPROVED AS TO FORM:**

**Valentine Corporation**  
**By:**

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*Robert F. Epstein*  
**City Attorney**  
File No.: 18.06.59

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Printed Name:  
Title of Corporate Officer:



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH COASTLAND CIVIL ENGINEERING, INC. FOR INSPECTION SERVICES ASSOCIATED WITH THE GRAND AVENUE PATHWAY CONNECTOR PROJECT, IN THE AMOUNT OF \$146,328**

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**WHEREAS**, the City has advertised and received contractor bids for the Grand Avenue Pathway Connector Project, City Project 11173; and

**WHEREAS**, the City requires outside professional assistance to provide the construction inspection services for the aforementioned project; and

**WHEREAS**, staff received a proposal for the required construction inspection services dated June 15, 2018, and a revised fee proposal letter dated June 25, 2018, from Coastland Civil Engineering, Inc.; and

**WHEREAS**, staff has reviewed the proposal and fee proposal letter for \$146,328 from Coastland Civil Engineering, Inc. and has found it to be complete and within industry standards; and

**WHEREAS**, there are sufficient Federal Funds available, distributed by TAM (Transportation Authority of Marin) for this expenditure and funds totaling \$146,328 shall be appropriated to Project #11173; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of San Rafael hereby approves and authorizes the City Manager to execute a Professional Services Agreement between Coastland Civil Engineering, Inc. and the City, in the form attached hereto as Exhibit 1 and incorporated herein by reference, subject to final approval as to form by the City Attorney, in an amount not to exceed \$146,328.

**BE IT FURTHER RESOLVED** that the Director of Public Works is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

**I, LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on Monday, the 6<sup>th</sup> day of August, 2018, by the following vote, to wit:

**AYES:            COUNCILMEMBERS:**

**NOES:            COUNCILMEMBERS:**

**ABSENT:        COUNCILMEMBERS:**

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**LINDSAY LARA, City Clerk**

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**AGREEMENT FOR PROFESSIONAL SERVICES WITH  
COASTLAND CIVIL ENGINEERING, INC.  
FOR CONSTRUCTION INSPECTION SERVICES ASSOCIATED WITH THE  
GRAND AVENUE CONNECTOR PATHWAY PROJECT**

**ARTICLE I INTRODUCTION**

- A. This contract is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows: Coastland Civil Engineering, Inc., incorporated in or authorized to do business in the State of California.

The Project Manager for the "CONSULTANT" will be Mike Janet, Construction Services Manager

The name of the "LOCAL AGENCY" is as follows: City of San Rafael

The Contract Administrator for LOCAL AGENCY will be Bill Guerin, Public Works Director

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Revised Cost Proposal (referred herein as "Cost Proposal") dated June 25, 2018. The approved CONSULTANT's Cost Proposal is attached hereto (Exhibit B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. CONSULTANT agrees to indemnify and hold harmless and defend LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to willful misconduct, recklessness, negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to willful misconduct, negligent acts, errors, or omissions of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed the design professional's proportionate percentage of fault.
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

**ARTICLE II STATEMENT OF WORK**

The CONSULTANT shall perform the services specified in the Statement of Qualifications, dated June 15, 2018, and the Revised Cost Proposal: Construction Inspection Services for Grand Avenue Pathway Connector Project, dated June 25, 2018 ("Cost Proposal"), attached hereto as Exhibits A and B, respectively, and

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incorporated herein by reference. If there is any conflict between the terms of the Cost Proposal, attached hereto as Exhibit B, and the terms of this contract, the terms of this contract shall take precedence.

### **ARTICLE III CONSULTANT'S REPORTS OR MEETINGS**

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the 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.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

### **ARTICLE IV PERFORMANCE PERIOD (Verbatim)**

- A. This contract shall go into effect as of the date first hereinabove written, and the CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. This contract shall end upon completion of the work to the satisfaction of the LOCAL AGENCY'S Contract Administrator.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

### **ARTICLE V ALLOWABLE COSTS AND PAYMENTS (Verbatim)**

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal (Attached as Exhibit B). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

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- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
  - I. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY, and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
  - J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
  - K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

City of San Rafael  
Public Works Department  
Bill Guerin  
111 Morphew Street  
San Rafael, CA 94901

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this contract shall not exceed \$146,328. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

#### **ARTICLE VI TERMINATION (Verbatim)**

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall

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be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

- C. The maximum amount for which the LOCAL AGENCY shall be liable if this contract is terminated is \$0.00 dollars.

#### **ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS (Verbatim)**

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

#### **ARTICLE VIII RETENTION OF RECORDS/AUDIT (Verbatim)**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

#### **ARTICLE IX AUDIT REVIEW PROCEDURES (Verbatim)**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Finance Director.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Finance Director of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, 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, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this

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reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

#### **ARTICLE X SUBCONTRACTING (Verbatim)**

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) 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 CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

#### **ARTICLE XI EQUIPMENT PURCHASE (Verbatim)**

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall 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 \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY 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 LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

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## **ARTICLE XII STATE PREVAILING WAGE RATES (Verbatim)**

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

## **ARTICLE XIII CONFLICT OF INTEREST (Verbatim)**

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. 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 contract.
- C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

## **ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION (Verbatim)**

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

## **ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING (Verbatim)**

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
  - 1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any 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 of any state or federal contract; the making of any state or federal



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grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative 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 federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

#### **ARTICLE XVI STATEMENT OF COMPLIANCE**

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, 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.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination

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prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

#### **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and 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. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

#### **ARTICLE XVIII FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this contract 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 contract were executed after that determination was made.
- B. This contract is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

#### **ARTICLE XIX CHANGE IN TERMS**

- A. The terms and conditions of this contract, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.
- B. This written contract shall supersede any and all prior agreements, oral or written, regarding the subject matter between the CONSULTANT and the LOCAL AGENCY.
- C. No other agreement, promise or statement, written or oral, relating to the subject matter of this contract, shall be valid or binding, except by way of a written amendment to this contract.

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- D. The terms and conditions of this contract shall not be altered or modified except by a written amendment to this contract signed by the CONSULTANT and the LOCAL AGENCY.
  - E. If any conflicts arise between the terms and conditions of this contract, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this contract shall control.
  - F. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
  - G. There shall 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 contract without prior written approval by LOCAL AGENCY's Contract Administrator.

## **ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract shall be that stated in the Contract Documents at the time of advertisement. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. 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.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract 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 contract, 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 contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, 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.

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- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract 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.
  - I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall 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 shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
  - J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be 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.
  - K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.

#### **ARTICLE XXI CONTINGENT FEE**

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract 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, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

#### **ARTICLE XXII DISPUTES**

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and other LOCAL AGENCY representatives who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. 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 contract.

#### **ARTICLE XXIII INSPECTION OF WORK**

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CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

#### **ARTICLE XXIV SAFETY**

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall 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.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 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 feet or deeper.

#### **ARTICLE XXV INSURANCE**

- A. During the term of this contract, CONSULTANT shall maintain, at no expense to LOCAL AGENCY, the following insurance policies:
  - 1. A commercial general liability insurance policy in the minimum amount of one million (\$1,000,000) dollars per occurrence/two million dollars (\$2,000,000) aggregate for death, bodily injury, personal injury, or property damage.
  - 2. An automobile liability insurance policy, for owned, non-owned, and hired vehicles, in the minimum amount of one million (\$1,000,000) dollars per occurrence.
  - 3. If any licensed professional performs any of the services required to be performed under this contract, a professional liability insurance policy in the minimum amount of one million (\$1,000,000) dollars per occurrence/two million dollars (\$2,000,000) aggregate to cover any claims arising out of the CONSULTANT's performance of services under this contract. Where CONSULTANT is a professional not required to have a professional license, LOCAL AGENCY reserves the right to require CONSULTANT to provide professional liability insurance pursuant to this section.
  - 4. If it employs any person, CONSULTANT shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. CONSULTANT'S worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against LOCAL AGENCY.
- B. The insurance coverage required of the CONSULTANT in Subparagraph A above, shall also meet the following requirements:
  - 1. Except for professional liability insurance and workers' compensation insurance, the insurance policies shall be specifically endorsed to include the LOCAL AGENCY, its officers, agents, employees, and volunteers, as additionally named insureds under the policies.

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2. The additional insured coverage under CONSULTANT'S insurance policies shall be primary with respect to any insurance or coverage maintained by LOCAL AGENCY and shall not call upon LOCAL AGENCY's insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in CONSULTANT'S policies shall be at least as broad as ISO form CG20 01 04 13.
  3. Except for professional liability and workers' compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.
  4. By execution of this contract, CONSULTANT hereby grants to LOCAL AGENCY a waiver of any right to subrogation which any insurer of CONSULTANT may acquire against LOCAL AGENCY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not LOCAL AGENCY has received a waiver of subrogation endorsement from the insurer.
  5. If the insurance is written on a Claims Made Form, then, following termination of this contract, said insurance coverage shall survive for a period of not less than five years.
  6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this contract.
  7. The limits of insurance required in this contract may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of LOCAL AGENCY (if agreed to in a written contract or agreement) before LOCAL AGENCY'S own insurance or self-insurance shall be called upon to protect it as a named insured.
  8. It shall be a requirement under this contract that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to LOCAL AGENCY or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this contract; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
  9. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.
- C. Deductibles and SIR's. Any deductibles or self-insured retentions in CONSULTANT's insurance policies must be declared to and approved by the LOCAL AGENCY's Contract Manager and LOCAL AGENCY's City Attorney, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or LOCAL AGENCY or other additional insured party. At LOCAL AGENCY's option, the deductibles or self-insured retentions with respect to LOCAL AGENCY shall be reduced or eliminated to LOCAL AGENCY's satisfaction, or

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CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

- D. Subcontractors. CONSULTANT agrees to include with all subcontractors in their subcontract the same requirements and provisions of this contract regarding indemnity and insurance to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONSULTANT agree to be bound to CONSULTANT and LOCAL AGENCY in the same manner and to the same extent as CONSULTANT is bound to LOCAL AGENCY under this contract. All subcontractors shall provide insurance with a blanket additional insured endorsement or coverage at least as broad as ISO form CB 20 38 04 13, and CONSULTANT shall provide a copy of such endorsement of policy provision to LOCAL AGENCY.
- E. Proof of Insurance. CONSULTANT shall provide to the LOCAL AGENCY's Contract Manager or LOCAL AGENCY'S City Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this contract; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this contract. LOCAL AGENCY reserves the right to obtain a full certified copy of any insurance policy and endorsements from CONSULTANT. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by LOCAL AGENCY Contract Manager and the LOCAL AGENCY City Attorney.

#### **ARTICLE XXVI OWNERSHIP OF DATA**

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall 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.

#### **ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by LOCAL AGENCY'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 LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

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- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
  - C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

#### **ARTICLE XXVIII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. For PS&E contracts, all information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

#### **ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 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.

#### **ARTICLE XXX EVALUATION OF CONSULTANT**

CONSULTANT's performance may be evaluated by LOCAL AGENCY at LOCAL AGENCY'S discretion. If performed, a copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

#### **ARTICLE XXXI RETENTION OF FUNDS**

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be held by the LOCAL AGENCY from progress payments due the prime CONSULTANT. Any retainage held by the prime CONSULTANT or subconsultants from progress payments due subconsultants



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shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of this provision shall subject the violating prime CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the prime CONSULTANT, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime CONSULTANT and subconsultants.

## **ARTICLE XXXII NOTIFICATION**

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

CONSULTANT: Coastland Civil Engineering, Inc.  
Mike Janet, Project Manager  
1400 Neotomas Avenue  
Santa Rosa, CA 95405

LOCAL AGENCY: City of San Rafael  
Bill Guerin, Contract Administrator  
111 Morphew Street  
San Rafael, CA 94901

## **ARTICLE XXXIII CONTRACT**

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

## **ARTICLE XXXIV NO THIRD PARTY BENEFICIARIES**

LOCAL AGENCY and CONSULTANT do not intend, by any provision of this contract, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

## **ARTICLE XXXV COSTS AND ATTORNEY'S FEES**

The prevailing party in any action brought to enforce the terms and conditions of this contract, or arising out of the performance of this contract, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

## **ARTICLE XXXVI LOCAL AGENCY BUSINESS LICENSE / OTHER TAXES**

CONSULTANT shall obtain and maintain during the duration of this contract, a LOCAL AGENCY business license as required by the San Rafael Municipal Code. CONSULTANT shall pay any and all state and federal taxes and any

other applicable taxes. LOCAL AGENCY shall not be required to pay for any work performed under this contract, until CONSULTANT has provided LOCAL AGENCY with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

**ARTICLE XXXVII WAIVERS**

The waiver by either party of any breach or violation of any term, covenant or condition of this contract, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this contract, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this contract or any applicable law, ordinance or regulation.

**ARTICLE XXXVIII APPLICABLE LAW**

The laws of the State of California shall govern this contract.

CONSULTANT shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this contract. CONSULTANT shall perform all services under this contract in accordance with these laws, ordinances, codes and regulations. CONSULTANT shall release, defend, indemnify and hold harmless LOCAL AGENCY, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

**ARTICLE XXXIX SIGNATURES**

CITY OF SAN RAFAEL

COASTLAND CIVIL ENGINEERING, INC.

\_\_\_\_\_  
Jim Schutz  
City Manager

By: 

Title of Corporate Officer: CEO

and

ATTEST:

COASTLAND CIVIL ENGINEERING, INC.

\_\_\_\_\_  
LINDSAY LARA  
City Clerk

By: 

Title of Corporate Officer: Corp. Secretary

APPROVED AS TO FORM:

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ROBERT F. EPSTEIN  
City Attorney



# COASTLAND

CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

June 15, 2018

Mr. Hunter Young  
Public Works Department  
City of San Rafael  
111 Morphew Street  
San Rafael, CA 94901

EXHIBIT A

**Re: Statement of Qualifications for Construction Inspection Services for the Grand Avenue Pathway Connector Project**

Dear Hunter:

The Grand Avenue Pathway Connector Project presents an opportunity to enhance pedestrian safety in a heavily traveled area in central San Rafael. To meet the schedule, funding requirements and other project goals, this project will require a local inspection team with extensive Caltrans experience to partner with the City.

Headquartered in Santa Rosa, Coastland offers just that. We have proudly served Sonoma and Marin counties for over 25 years and have inspected over one hundred similar roadway improvements in high-traffic areas. On each of these projects our team makes a point to become a true extension of our clients' staff. We coordinate closely with Caltrans, the affected public, utility companies, and local and state agencies. Our approach results in rapid response times and fewer demands on City staff time.

Please consider the benefits of the Coastland inspection team:

- ✓ We will serve as your representative and become a true extension of San Rafael's staff. A number of our construction inspection projects have involved a City or third-party resident engineer or construction manager and our inspectors have worked seamlessly as a representative of the public agency.
- ✓ Based on our previous experience within Marin County and its municipalities, our staff is very knowledgeable and sensitive to the local issues and regulations and know the County of Marin Uniform Construction Standards.
- ✓ All of our inspection staff know how to read and interpret plans and specifications and are familiar with the current Caltrans Standard Plans and Standard Specifications. They are equipped with smartphones, tablets or laptops which enable them to prepare and submit daily reports, including photo logs, on-site. They are also provided with all necessary safety equipment.

Mike Janet will be principal in charge and the City's contact for inspection coordination. Mike can be reached via email ([janet@coastlandcivil.com](mailto:janet@coastlandcivil.com)) or the Santa Rosa phone number listed below.

Per the RFQ, our fee schedule and proposed not-to-exceed fee is provided in a separate, sealed envelope. Coastland is registered as a contractor with the Department of Industrial Relations and abides by all prevailing wage requirements. We acknowledge receipt of Addendum #1 released June 11, 2018. The sample Professional Services Agreement is acceptable as-is.

Our team is enthusiastic about working with the City on this project. As CEO of Coastland I am authorized to sign contracts on behalf of the company. We accept the City's standard Professional Services Agreement form as provided with the RFQ. I can be reached at [wanger@coastlandcivil.com](mailto:wanger@coastlandcivil.com) or the phone number listed below. This proposal shall remain a firm offer for 90 days. We look forward to hearing from you.

Sincerely,

John Wanger, P.E.  
Principal

Mike Janet  
Construction Services Manager

**Santa Rosa**  
1400 Neotomas Avenue  
Santa Rosa, CA 95405  
Tel: 707.571.8005

**Auburn**  
11865 Edgewood Road  
Auburn, CA 95603  
Tel: 530.888.9929

**Pleasant Hill**  
3478 Buskirk Avenue, Ste. 1000  
Pleasant Hill, CA 94523  
Tel: 925.233.5333  
[www.coastlandcivil.com](http://www.coastlandcivil.com)

# EXPERIENCE & TECHNICAL COMPETENCE

Coastland Civil Engineering, Inc. (Coastland) provides civil engineering, construction management, and building department services to public agencies spanning Northern California. Since Coastland opened its doors in 1991, we have worked on a wide variety of projects encompassing transportation, water, wastewater, drainage, flood control, building, and public facilities. Our extensive experience with complex and multi-faceted projects benefits our clients in every arena. Whether the project requires expertise within one, or all of our departments, we deliver the highest quality work product and services ranging from design, construction management and inspection, building department, planning, financing, and program management.

California Department of  
Industrial Relations  
Registration #1000014855

## Primary Services:

- Municipal Engineering
- Capital Project Design
- Construction Management
- Building Department
- Financing Assistance

## Markets

- Transportation
- ADA Compliance
- Flood Control & Drainage
- Water
- Wastewater
- Public Facilities & Parks

## Client Base

- Cities
- Counties
- Special Districts

Coastland is well known for our municipal contract engineering services. It is why more than 50 communities work with us. Our staff provides reliable experienced extensions to your staff, helping to execute a wide range of services in these budget-constrained times.

Because we specialize in serving public agencies, we have a unique understanding of the approval process and the impacts each project will have on the community. This public agency focus allows us to understand the importance of timing constraints on public projects and how to successfully expedite project approval to meet our clients' schedule and budgetary needs.

**The vast majority of our work is from repeat clients, attesting to client satisfaction and confidence.** Our ability to tailor each project to the community's unique history and traditions enables us to meet the particular needs of each client.

*Over 90% of our work is from repeat clients, attesting to client satisfaction & confidence.*

**Knowledge of Caltrans Standards & Procedures** – Our team has a thorough knowledge of Caltrans Local Assistance methods and is familiar with Caltrans Standards, guidelines, and procedures associated with the application process, planning, design and construction of transportation projects. Mike Janet and DeWayne White are intimately familiar with the Caltrans' Local Assistance Procedures Manual (LAPM), Construction Manual and the California Public Contract Code. Coastland has also worked closely with Caltrans District 4 on an administrative level while providing contract City Engineering services.



*Amador County Consumes River Bridge at Lathrobe Road—Construction Management performed by Coastland*



## CONSTRUCTION MANAGEMENT & INSPECTION

With a management style focused on reliable, high quality and cost-effective project delivery, Coastland's licensed engineers, construction managers, resident engineers and inspectors monitor the quality, cost and schedule of each construction project, while ensuring complete adherence to the contract documents. Our professionals are not only highly credentialed they also offer hands-on experience in the construction industry. This experience gives our team practical knowledge to effectively manage any type of capital project. That same team is very knowledgeable and sensitive to public needs, environmental requirements and government requirements.

Coastland's construction management and inspection services include:

- Construction Management, Resident Engineering & Field Inspection
- State & Federal Labor Compliance & Administration
- Public Relations & Notifications
- Cost Estimating
- Cost & Schedule Management
- Project Closeout & Record Drawings
- Civil Engineering Support & Quality Assurance
- Constructability Reviews, Civil Engineering Support & Quality Assurance
- Progress Meetings, Status Reports & Documentation
- Bid Administration
- Submittal Management & RFI's
- Conflict Resolution & Claim Management
- QSP / CESSWI Certified Inspection



*West side bridge deck barrier wall on the City of San Rafael, Freitas & Las Gallinas Intersection project— Inspection performed by Coastland*

## RELATED EXPERIENCE

Following is a list of **construction management and inspection projects** completed or in progress since January 1, 2014. We have arranged them chronologically by client to simplify the references.

Client	Client Contact	Project Name	Contract Amount	Date Started	Date Completed
City of Alameda	Erin Smith, Deputy Director Public Works (510) 747-7900	Lagoon Seawall Trunk Sewer Replacement	\$208,985	8/1/2016	11/23/2016
City of Albany	Ms. Jocelyn Walker City of Albany jwalker@albanyca.org	2016 Sanitary Sewer Rehabilitation Project	\$138,336	6/2016	3/2017
City of American Canyon	Steven Hartwig, Public Works Director (707) 647-4525	Hwy 29 & Napa Junction Road Intersection Improvements	\$128,056	1/2018	2/2018
City of Benicia	Graham Wadsworth, Public Works Director (707) 746-4280	I-680/Red Top Rd. Waterline Relocation Project	\$39,600	4/2016	9/14/2016
Bodega Bay PUD	Janet Ames, District Manager (707) 875-3332	Herron Drive Emergency Sewer Repair	\$61,353	1/2018	3/2018
		Bay Flat Well	\$106,843	9/20/2016	In progress
		Sewer Rehab Project	\$26,100	10/26/2015	12/18/2015



Client	Client Contact	Project Name	Contract Amount	Date Started	Date Completed
City of Burlingame	Kevin Okada, Senior Civil Engineer (650) 558-7213	S. Rollins Road Utility Improvement Phase 1	\$211,270	9/2017	4/2018
City of Clearlake	Doug Herren, Director of Public Works (707) 994-8201	Redbud Boat Launch	\$57,794	10/22/2014	12/30/2014
Town of Corte Madera	Jared Barrilleaux, Public Works Engineer (415) 927-5120	Paradise Drive / Prince Royal Passage Pedestrian Improvements	\$49,780	5/2018	In progress
		2015-2016 Pavement Rehab Project	\$53,563	9/12/2016	11/23/2016
		2014 Paving Project	\$91,714	8/4/2014	10/1/2014
City of Cotati	Damien O'Bid, City Manager (707) 523-1010	2014 Pavement Maintenance Project	\$47,000	4/9/2015	7/10/2015
City of Emeryville	Andrew Clough, Acting Public Works Director (510) 596-4341	Christie Park Inspection	\$58,000	2/2018	In Progress
Erler & Kalinowski, Inc. (EKI)	Steve Taratino (650) 292-9100	City of Pacifica— Pedro Point Collection System Rehab & Replacement	\$13,250		
		Coastside County Water District—El Granada Pipeline Replacement, Half Moon Bay	\$42,531	3/23/2016	5/3/2016
		City of Burlingame— Adeline Ave., Peninsula Ave., Burlingame Ave. & Broadway Water and Sewer Line Replacement	\$113,416	8/15/2014	2/11/2015
City of Petaluma	Sanjay Mishra, Senior Civil Engineer (707) 778-3673	Petaluma Blvd. North Water Main Replacement Project	\$227,600	6/5/2016	11/17/2016
City of Piedmont	Chester Nakahara, Public Works Director (510) 420-3061	2017 Paving Project	\$75,325	4/2018	In Progress
		Sanitary Sewer Rehabilitation Phase #5	\$422,000	7/2017	4/2018
		St. James PG&E Encroachment Permit Inspection	\$27,437	10/31/2016	12/9/2016
		Kingston-Linda-Rose Triangle Project	\$55,496	7/25/2016	12/16/2016
		Hampton Park Improvements Project	\$202,185	6/13/2016	In progress
		PG&E Gas Main Inspection	\$49,670	5/2016	On going
		2015 Paving Project	\$59,670	4/25/3016	6/24/2016
		Moraga / Highland Pavement Improvements	\$57,880	3/15/2016	4/1/2016
		Dudley Avenue Sidewalks	\$20,000	5/19/2014	5/29/2014



Client	Client Contact	Project Name	Contract Amount	Date Started	Date Completed
		2014 Pavement Project	\$54,240	5/1/2014	2/3/2015
City of San Rafael	Hunter Young, Associate Civil Engineer (415) 485-3355	Freitas & Las Gallinas Intersection Improvements	\$207,000	5/2017	1/2018
County of Sonoma Dept. of Transportation & Public Works	Sarah Fredericks, Construction Coordinator (707) 565-2231	2018 Pavement Preservation Program—Chip Seals & Overlays	\$262,166	5/7/2018	In Progress
		2017 Pavement Preservation Program—Full Depth Reclamation & Chip Seal	\$434,930	8/16/2017	3/5/2018
		2015-2016 Pavement Preservation Program—Full Depth Reclamation & Chip Seal	\$523,582	7/1/2016	2/27/2017
City of Santa Rosa	Cy Penry, Civil Engineering Tech III (707) 543-3449	Sewer Main Lining, Manhole & Lateral Rehab @ Various Locations	\$447,326	8/15/2017	In Progress
	Tanya Mokvyts, Associate Civil Engineer (707) 543-3958	W. 6 <sup>th</sup> St. @ Madison St. Sewer & Water	\$64,532	8/1/2017	In Progress
		Summerfield Rd. & Sonoma Ave. Zone 6 & 9 Water Pumper Connections	\$93,544	4/4/2016	7/13/2016
	Tracy Duenas, Associate Civil Engineer (707) 543-3952	Long Drive & Vicinity Sewer & Water Improvements	\$276,703	8/24/2015	2/11/2016
	Tanya Mokvyts, Associate Civil Engineer (707) 543-3958	Robles Trunk Sewer Lining—Walker Ave. to Airport Sewer Trunk Confluence	\$239,248	7/9/2015	10/27/2015
	Emma Walton, Associate Civil Engineer (707) 543-4516	Austin Way Area Water & Sewer Improvements	\$315,307	5/14/2015	2/24/2016
	Lisa Sanders, Associate Civil Engineer (707) 543-4275	Stations 6, 7 & 12 Generator Improvements	\$200,819	3/5/2015	9/10/2015
	Tanya Mokvyts, Associate Civil Engineer (707) 543-3958	Delpport Ave. & McMinn Ave. Sewer & Water Improvements	\$378,055	1/20/2015	10/28/2015
	Lisa Sanders, Associate Civil Engineer (707) 543-4275	Farmers Lane Well Flushing Main	\$47,546	11/20/2014	4/9/2015
		Station 10 Emergency Generator Improvements	\$88,446	8/15/2014	10/24/2014
	Tanya Mokvyts, Associate Civil Engineer (707) 543-3958	Meadow Lane Effluent Storage Facilities Pond "C" Repair	\$239,150	7/10/2014	12/22/2014
	Tracy Duenas, Associate Civil Engineer (707) 543-3952	6 <sup>th</sup> St. & Wilson St. Sewer & Water Improvements	\$124,236	6/18/2014	12/24/2014
	Jesús McKeag, Assistant Engineer (707) 543-4614	West End Neighborhood North	\$152,125	6/2/2014	3/31/2015





Client	Client Contact	Project Name	Contract Amount	Date Started	Date Completed
	Clay Thistle, Associate Civil Engineer (707) 543-3855	Sewer & Water Improvements			
		Valley Center Dr., Village Side Dr. Sewer & Water Improvements	\$178,661	5/5/2014	9/5/2014
		Ventura Ave. Improvements—Paulin Dr. to Bicentennial Way	\$136,626	2/25/2014	6/27/2014
		Santa Rosa Ave. Widening Project	\$704,276	2/18/2014	11/25/2014
		Brentwood Dr., Church St., Sheridan Dr. & Spring Creek Dr. Sewer & Water Improvements	\$264,710	9/13/2013	4/24/2014
City of St. Helena	Tobias Barr, Public Works Project Manager (707) 968-2746	Charter Oak Ave. & Hwy 29 Sewer Repair	\$61,673	11/18/2015	2/29/2016
Sweetwater Springs Water District	Steve Mack, General Manager (707) 869-4000	2018 Water Line Replacement Project	\$140,710	6/1/2018	In Progress
		2017 Water Line Replacement Project	\$114,764	7/2017	10/2017
		2016 Water Line Replacement Project	\$135,997	7/8/2015	11/23/2015
		2015 Water Line Replacement Project	\$139,649	7/29/2014	3/9/2015
		2014 Water Line Replacement Project	\$175,488	8/7/2013	4/9/2014
City of Willows	Steve Soeth, Public Works Director (530) 934-7041	W. Sycamore St. Rehabilitation	\$150,835	5/2018	In Progress
		Sacramento-Butte St. 2015 Paving Rehabilitation	\$124,544	2/8/2016	9/30/2016
		Tehama St. Reconstruction	\$30,520	8/24/2015	6/15/2016
Town of Windsor	Alejandro Perez, Senior Civil Engineer (707) 838-5318	2016 Pavement Preservation Shiloh Road/Windsor Road	\$115,388	9/12/2016	1/31/2017
		Keiser Park Trail Improvements	\$16,400	6/16/2016	7/31/2016
		Police Dept. Tenant Improvements	\$34,444	3/3/2016	3/31/2016
		Starr Rd. North Sidewalk Gap Closure	\$39,720	9/28/2015	11/12/2015
		Windsor Creek Trail Improvements	\$26,720	7/20/2015	8/13/2015
		Bell Village Inspection	\$303,964	10/14/2014	3/31/2016
		Subdivision Encroachment Permit Inspection	\$124,036	7/2013	In progress



# PROJECT ORGANIZATION & KEY PERSONNEL

You can be confident knowing our team has the proven expertise to successfully complete this project. Our inspector will become an extension of City staff and be the City's representative in the field.

Coastland offers a depth of staff that enables us to respond quickly to our clients' needs and maintain project continuity. We are proposing **DeWayne White** as our inspector, who is highly qualified and experienced to provide inspection services on this project. DeWayne recently provided inspection services on the City's Freitas and Las Gallinas Intersection Improvements project.

**Mike Janet**, Construction Services Manager, will have overall charge and responsibility for coordination with the City. Coastland is committed to fulfilling all of the City's requirements as listed in the Scope of Work section of the RFQ. We do not expect the need for a subconsultant(s) for any portion of the Scope.



*City of San Rafael: Freitas & Las Gallinas Intersection Improvements Project—Construction Inspection performed by DeWayne White*



*City of Santa Rosa: Santa Rosa Avenue Road Widening Project—Construction Management & Inspection performed by Coastland*



# DeWayne White

## *Construction Inspector*

---

### **CERTIFICATION / FORMAL TRAINING**

OSHA's 10 hour Occupational,  
Safety, and Health Training

Confined Space

### **PROFESSIONAL HISTORY**

Construction Inspector  
Coastland  
2014 to Present

Project Manager/Estimator  
Avar Construction Systems  
2010-2013

Project Manager/Estimator  
Granite Construction  
2007-2010

General Superintendent  
Parsons Construction  
2005-2007

Project Superintendent  
Bay Cities Paving & Grading  
2002-2005

Civil Engineering Foreman  
North Bay Construction  
1994-2002

Field Superintendent  
Selland Construction  
1992-1993

Mr. DeWayne White has over 26 years of experience in the construction industry with an emphasis on paving, pipeline, grading, and earth retention systems. His responsibilities have included bidding and estimating, project management, procurement, evaluating contracts, and staffing construction projects. He has worked on projects with budgets from \$50,000 to \$80 million.

At Coastland he performs construction inspection on public works projects. His responsibilities include daily field inspections and maintaining documentation; coordinating and conducting progress meetings; constant communication with the contractor to ensure project is being constructed per the construction documents; preparing and submitting status reports and documentation to the construction manager and client; cost and schedule management; communication with area residents and businesses to inform the public of construction progress and minimize disruptions to traffic and parking; field conflict resolution; and project closeout.

Mr. White was the Project Superintendent on the Los Arroyos Widening Project, an eight-month long construction project consisting of channel realignment and widening and two new bridges. Project challenges included a fast-tracked schedule; wildlife and environmental sensitivities; heavy daily traffic from early morning hours until late evening that required the use of an existing bridge until one of the two new bridges could be opened to traffic; and rerouting of a continuous-flowing creek to a new channel, complete with fish ladders. The \$6.5 million project was completed in the required timeframe without significant overtime or liquidated damages.

### **RELEVANT EXPERIENCE:**

#### **Bodega Bay PUD**

- Mockingbird Dr. Emergency Sewer Repairs
- Sewer Rehabilitation Project

#### **City of Benicia**

- Cordelia Transmission Main Repair Project

#### **City of Petaluma**

- Petaluma Blvd. North Water Main Replacement Project

#### **City of San Rafael**

- Freitas & Las Gallinas Intersection

#### **City of Santa Rosa**

- Sewer Main Lining, Manhole & Lateral Rehabilitation
- Summerfield Rd. & Sonoma Ave. Zone 6 & 9 Water Pumper Connections
- Long Drive & Vicinity Sewer & Water Improvements
- Robles Trunk Sewer Lining-Walker Ave. to Airport Sewer Trunk Confluence

#### **City of St. Helena**

- Charter Oak Avenue & Hwy 29 Sewer Repair

#### **Sweetwater Springs Water District**

- 2016 Capital Water Project (fill-in)

#### **Town of Windsor**

- Estate Lane Frontage Improvement Plans
- Liberty Oaks Arata Frontage Improvement Plans
- Subdivision Encroachment Permit Inspections





# COASTLAND

CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

EXHIBIT B

June 25, 2018

Hunter Young  
City of San Rafael Public Works Department  
111 Morphew Street  
San Rafael, CA 94901

**Subject: Revised Cost Proposal: Construction Inspection Services for Grand Avenue Pathway Connector Project**

Dear Hunter:

Thank you for providing us with the opportunity to present our cost proposal for construction inspection services for the Grand Avenue Pathway Connector Project. Based on the Scope of Services detailed in our proposal, we have prepared Exhibit 10-H2 Cost Proposal from Caltrans Local Assistance Procedures Manual.

We propose to provide our services on a time-and-materials basis with a not-to-exceed amount of \$146,328.00. This not-to-exceed amount includes project start-up and full-time inspection services for 120 working days. If the contract time extends beyond or is less than 120 working days, our costs may change accordingly.

This cost proposal shall remain a firm offer for a period of 90 days from the submission deadline of the proposal.

Sincerely,

John Wanger  
CEO

**Santa Rosa**  
1400 Neotomas Avenue  
Santa Rosa, CA 95405  
Tel: 707.571.8005

**Auburn**  
11865 Edgewood Road  
Auburn, CA 95603  
Tel: 530.888.9929

**Pleasant Hill**  
3478 Buskirk Avenue, Ste. 1000  
Pleasant Hill, CA 94523  
Tel: 925.233.5333  
[www.coastlandcivil.com](http://www.coastlandcivil.com)



# WORK ESTIMATE

Grand Avenue Pathway Connector Project		PROPOSAL FOR INSPECTION SERVICES			City of San Rafael		
TASK INFORMATION					HOURS AND COST INFORMATION		
Task No.	Task Information	Inspector	Inspector OT	Direct Costs	Total Hours	Total Costs	Comments
		\$145	\$218				
1	Pre-Construction Meeting	6			6	\$870	Agendas / conduct meeting
2	Site Visit & Documentation	8			8	\$1,160	Job walk / photos/Meet with City
3	Project Start-Up	12			12	\$1,740	Assemble filing / CM program
4	Daily Field Inspections & Documentation	500			500	\$72,500	Based on 120 working days
4a	Overtime Inspection		16		16	\$3,488	Overtime for typical construction overruns
5	Progress Meetings/Other Mtgs	80			80	\$11,600	Assume attendance @ 22 mtgs (CM & Inspector)
6	Status Reports & Documentation	48			48	\$6,960	Review progress/documentation
6a	Reports	48			48	\$6,960	Status /Daily Updates to City
6b	Submittal Management	20			20	\$2,900	Based on 22 submittals
6c	Requests For Information	14			14	\$2,030	Based on 4 RFI's
6d	Change Order Management	30			30	\$4,350	Based on 5 change orders
7	Cost and Schedule Management	34			34	\$4,930	Based on 6 monthly payments & CPM updates
8	Public Relations & Outreach	60			60	\$8,700	Notices/meeting/coordination etc
9	Conflict Resolution & Claim Management	TBD					As needed - hourly
10	Post Construction Meeting	10			10	\$1,450	Walk through
11	Project Closeout	20			20	\$2,900	As-builts / files
	Photographs & video			\$200		\$200	
	Vehicle/Equipment expenses			\$13,590		\$13,590	906 hours x \$15/hr= \$13,590
	<b>Total Hours</b>	890	16		906		
	<b>Subtotal</b>	\$129,050	\$3,488	\$13,790		<b>\$146,328</b>	

**NOTES: Coastland reserves the right to adjust estimated hours should the Contractor schedule additional crews or overtime**

1 Based on approximately 113 working days.

2 Based on full time inspection at 40 hours per week. 16 hours of overtime have been included for typical construction overruns.

3 Based on an estimated number of RFI's, change orders and submittals shown above.

S146,328

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A FOURTH AMENDMENT TO THE AGREEMENT WITH SIEGFRIED ENGINEERING, INC. FOR CONSTRUCTION SUPPORT SERVICES ASSOCIATED WITH THE GRAND AVENUE PATHWAY CONNECTOR PROJECT, IN THE AMOUNT OF \$40,000, FOR A TOTAL CONTRACT NOT TO EXCEED AMOUNT OF \$348,737**

---

**WHEREAS**, pursuant to City Council Resolution No. 13198, the City of San Rafael entered into a Professional Services Agreement dated July 18, 2011 with Siegfried Engineering, Inc. (“Siegfried”), for design services associated with the Grand Avenue Pathway Connector Project (the “Project”) in an amount not-to-exceed \$158,984; and

**WHEREAS**, pursuant to City Council Resolution No. 13391, on August 6, 2012 the City and Siegfried entered into a First Amendment to the Professional Services Agreement for design services for the Project, expanding the scope of work and increasing the not-to-exceed amount by \$21,700 for a total not-to-exceed amount of \$180,684; and

**WHEREAS**, pursuant to City Council Resolution No. 13837, on November 3, 2014 the City and Siegfried entered into a Second Amendment of the Professional Services Agreement for the Project, expanding the scope of work and increasing the not-to-exceed amount by \$59,528 for a total not-to-exceed amount of \$240,212; and

**WHEREAS**, pursuant to City Council Resolution No. 14052, on January 22, 2016 the City and Siegfried entered into a Third Amendment of the Professional Services Agreement for the Project, and increasing the not-to-exceed amount by \$68,525 for a total not-to-exceed amount of \$308,737; and

**WHEREAS**, the City requires construction support services for the Project and Siegfried has submitted a proposal to provide such services; and

**WHEREAS**, staff has reviewed Siegfried’s proposal and found it to be complete and within industry standards; and

**WHEREAS**, the costs for construction support services of this Project will be fully funded by Federal Funds (distributed by TAM) and funds totaling \$146,328 shall be appropriated for the project;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL RESOLVES** as follows:

1. The Council hereby approves and authorizes the City Manager to execute a Fourth Amendment to the Professional Services Agreement with Siegfried Engineering, Inc. for construction support services in the amount of \$40,000 and a revised total contract value not to exceed \$348,737, in the form attached hereto as Exhibit 1 and incorporated herein by reference, subject to final approval as to form by the City Attorney.
2. The Director of Public Works is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

**I, LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on the 6<sup>th</sup> day of August, 2018, by the following vote, to wit:

**AYES: COUNCILMEMBERS:**

**NOES: COUNCILMEMBERS:**

**ABSENT: COUNCILMEMBERS:**

---

**LINDSAY LARA, City Clerk**

**FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH  
SIEGFRIED ENGINEERING, INC. FOR PROFESSIONAL SERVICES FOR THE  
GRAND AVENUE PATHWAY CONNECTOR PROJECT**

**THIS FOURTH AMENDMENT** to the Professional Services Agreement by and between the **CITY OF SAN RAFAEL** (hereinafter “**CITY**”), and **SIEGFRIED ENGINEERING, INC.**, (hereinafter “**CONSULTANT**”), is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**RECITALS**

**WHEREAS**, pursuant to City Council Resolution No. 13198, the **CITY** and **CONSULTANT** entered into a Professional Services Agreement dated July 18, 2011 for design services associated with the Grand Avenue Pathway Connector Project (the “Project”) in an amount not-to-exceed \$158,984 (the “Agreement”); and

**WHEREAS**, pursuant to City Council Resolution No. 13391, on August 6, 2012 the **CITY** and **CONSULTANT** entered into a First Amendment to the Professional Services Agreement for design services for the Project, expanding the scope of work and increasing the not-to-exceed amount by \$21,700 for a total not-to-exceed amount of \$180,684; and

**WHEREAS**, pursuant to City Council Resolution No. 13837, on November 3, 2014 the **CITY** and **CONSULTANT** entered into a Second Amendment of the Professional Services Agreement for the Project, expanding the scope of work and increasing the not-to-exceed amount by \$59,528 for a total not-to-exceed amount of \$240,212; and

**WHEREAS**, pursuant to City Council Resolution No. 14052, on January 22, 2016 the **CITY** and **CONSULTANT** entered into a Third Amendment of the Professional Services Agreement for the Project, and increasing the not-to-exceed amount by \$68,525 for a total not-to-exceed amount of \$308,737; and

**WHEREAS**, **CITY** requires construction support services from the **CONSULTANT**, and the **CONSULTANT** is willing to provide such services;

**AMENDMENT TO AGREEMENT**

**NOW, THEREFORE**, the parties hereby agree to amend the Agreement as follows:

1. Paragraph 2 of the Agreement, entitled “DUTIES OF THE CONTRACTOR,” is hereby amended to include the additional services set forth in **CONSULTANT**’s



proposal entitled "Proposal for Construction Support Services" dated June 25, 2018, attached to this Fourth Amendment as Exhibit "A" and incorporated herein by reference.

2. Paragraph 4 of the Agreement, entitled "COMPENSATION," is hereby amended to include additional compensation payable to **CONSULTANT** for the services described in Exhibit "A" to this Fourth Amendment, on a time and materials basis in a not-to-exceed amount of \$40,000, and to change the total not-to-exceed amount under the Agreement to \$348,737.00. Such additional compensation shall be paid at the hourly rates for **CONSULTANT** and **CONSULTANT'S** subcontractor set forth in Exhibits "B" and "C", respectively, attached to this Fourth Amendment and incorporated herein by reference.
3. Except as specifically amended herein, all of the other provisions, terms and obligations of the Agreement between the parties shall remain valid and shall be in full force.

**IN WITNESS WHEREOF**, the parties have executed this Fourth Amendment on the day, month, and year first above written.

**CITY OF SAN RAFAEL**

**SIEGFRIED ENGINEERING, INC.**

\_\_\_\_\_  
JIM SCHUTZ, City Manager

By: \_\_\_\_\_

Name: Paul J. Schneider  
Title of Corporate Officer: VP/CFO

ATTEST:

\_\_\_\_\_  
LINDSAY LARA, City Clerk

and

By: \_\_\_\_\_

Name: Adam Merrill  
Title of Corporate Officer: Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
ROBERT F. EPSTEIN, City Attorney

June 25, 2018

Hunter Young, P.E.  
City of San Rafael, Department of Public Works  
111 Morpew Street  
San Rafael, CA 94901

**RE: GRAND AVENUE PATHWAY CONNECTOR PROJECT  
SAN RAFAEL, CALIFORNIA  
PROPOSAL FOR CONSTRUCTION SUPPORT SERVICES**

Dear Hunter;

We appreciate the opportunity to assist you with the construction of the Grand Avenue Pathway Connector Project. Our scope of work, based on previous emails, meetings and phone conversations, is as follows.

**I. Scope of Work**

**TASK 1 – CONSTRUCTION SUPPORT SERVICES**

Siegfried shall perform the following services as directed by the City of San Rafael.

- Assist contractor with plan interpretation during construction.
- Prepare minor addendums to clarify plan intent or respond to RFIs.
- Review site development submittals and shop drawings related to the design scope of work.
- Attend construction meetings with the contractor in person or by phone at the City's direction.

Siegfried will provide assistance during construction. This generally consists of field reviews and up to ten (10) meetings, as requested by the City, responding to requests for information (RFI), and reviewing contractor submittals.

Siegfried and, if necessary, appropriate design team members will attend the following meetings:

- Pre-construction meeting
- Post-construction meeting
- Construction coordination meetings in the field when necessary
- Provide site review at project completion to aid City in developing a final site punch list

Construction management will be provided by the City or a firm selected by the City.

Siegfried will provide to the City all engineering records, survey information and data and other information required to construct the project.

---

**Corporate Office**

3244 Brookside Rd., Ste. 100  
Stockton, CA 95219  
t: 209.943.2021 f: 209.942.0214

**San Jose**

111 N. Market St., Ste. 300  
San Jose, CA 95113  
t: 408.754.2021

**Sacramento**

111 Scripps Drive  
Sacramento, CA 95825  
t: 916.520.2777



If questions arise during construction over the intent of the design, Siegfried and appropriate design team members will respond to such questions in a timely fashion. Siegfried will review, comment, and make recommendations on the contractor's material submittals and shop drawings.

Approval of the traffic handling plans for construction (provided by the contractor) will be performed by the City however Siegfried will assist in the review. Siegfried will prepare record drawings and as-built revisions for the project.

The scope of **RGH's** services is based on knowledge of the soil conditions gained from their study for the project and experience obtained during construction of similar projects. As recommended in the supplemental services section of RGH's report, RGH will provide intermittent on-site observation with field and laboratory testing during the following work items:

- a. Placement and compaction of sidewalk subgrade;
- b. Placement and compaction of sidewalk aggregate;
- c. Excavation of site retaining wall footings;
- d. Installation of bridge piles; and
- e. Engineering support during construction.

The results of the observations and testing will be made available to the contractor(s) on the job site so that timely corrective action might be taken, if required. Upon completion, we will summarize the results of our work in a letter report, including field and laboratory data.

**II. Fee Proposal**

<u>Task</u>	<u>Description</u>	<u>Total</u>
1	Engineering Services during Construction	<b>\$40,000</b>
<b>TOTAL NOT TO EXCEED Fee for Task 1 including reimbursable expenses</b>		<b><u>\$40,000</u></b>

We look forward to working with you and your team. If you have any questions regarding this proposal, please do not hesitate to call me directly. We will commence work upon your authorization to proceed and the execution of your contract documents.

Sincerely,

Adam K. Merrill, QSD, QSP, P.E.  
SIEGFRIED

**Corporate Office**  
3244 Brookside Rd., Ste. 100  
Stockton, CA 95219  
t: 209.943.2021 f: 209.942.0214

**San Jose**  
111 N. Market St., Ste. 300  
San Jose, CA 95113  
t: 408.754.2021

**Sacramento**  
111 Scripps Drive  
Sacramento, CA 95825  
t: 916.520.2777

# Charge Rate Schedule

## Contact Information

### Stockton

3244 Brookside Road, Ste. 100  
 Stockton, CA 95219  
 209.943.2021

### Sacramento

109 Scripps Drive  
 Sacramento, CA 95825  
 916.520.2777

### San Jose

111 North Market Street, Ste. 300  
 San Jose, CA 95113  
 408.754.2021

### Modesto

100 Sycamore Ave, Ste. 100  
 Modesto, CA 95354  
 209.762.3580

» [siegfriedeng.com](http://siegfriedeng.com)

## Professional Classification

## Hourly Rate

Managing Principal	\$245
Principal	\$219
Senior Associate	\$193
Associate	\$172
Project Engineer	\$163
Engineer II	\$149
Engineer I	\$133
Project Landscape Architect	\$161
Landscape Architect II	\$139
Landscape Architect I	\$114
Project Land Surveyor	\$163
Surveyor II	\$147
Surveyor I	\$129
Survey Crew, 2 Person	\$265
Survey Crew, 1 Person	\$175
Instrumentman	\$188
Chainman/Rodman	\$129
Senior Technician	\$129
Technician III	\$114
Technician II	\$99
Technician I	\$84
Expert Witness	\$400
Clerical	\$77

## Reimbursable Expenses

Printing, Copying, Materials, Etc.	Cost + 10%
Mileage	In accordance with Federal Standard Mileage Reimbursement Rates

## Notes

1. Instrumentman and Chainman rates apply to services requiring Prevailing Wage Rates for work performed at the job site.
2. These rates are effective May 28, 2018 and are subject to periodic adjustments.



**EXHIBIT C**

**Santa Rosa Office**  
1305 North Dutton Ave  
Santa Rosa, CA 95401  
P: 707-544-1072  
F: 707-544-1082

**Napa Office**  
1041 Jefferson St, Suite 4  
Napa, CA 94559  
P: 707-252-8105  
F: 707-544-1082

**Middletown Office**  
P.O. Box 852#  
Middletown, CA 95461  
P: 707-987-4602  
F: 707-987-4603

**PREVAILING WAGE SCHEDULE OF CHARGES**  
**Effective March 1, 2018**

Unless agreed otherwise, work is charged for on a time and expense basis in accordance with the following schedule of charges:

**PERSONNEL**

Principal .....	\$195/hour
Senior Associate .....	\$185/hour
Associate .....	\$175/hour
Senior Engineer .....	\$145/hour
Project Engineer/Geologist .....	\$125/hour
Staff Engineer/Geologist .....	\$110/hour
Field Engineer .....	\$110/hour
Graphics .....	\$80/hour
Report Typing/Reproduction .....	\$60/hour

**EQUIPMENT**

Vehicle .....	\$15/hour
Nuclear Density Gauge .....	\$12/test
Water Level Indicator .....	\$35/day
Slope Inclinator Instrument .....	\$150/day
Pachometer .....	\$25/day
Coring Machine .....	\$300/day
Stormwater Sampling Equipment .....	\$50/day
Specialty Software (i.e. SLOPE/W, EZ-FRISK, VolFlo) .....	\$25/hour

**CONCRETE**

Compression Testing - Set of 4 Cylinders .....	\$115
Each Additional Cylinder Break .....	\$35
Coring Charge .....	\$125

**OTHER**

Travel time is charged at regular rates. Vehicle mileage is charged at the current federal rate. For court appearance, expert witness testimony, or deposition the charge is \$275 per hour for the principal, associate, and project level professional and \$175 per hour for all others, payable in advance. Four and eight hour minimums apply for court appearance.

Time worked in excess of 8 hours per day and Saturday/night work will be charged at 1.5 times the hourly rate. Time worked in excess of 12 hours per day and Sundays/holidays will be charged at 2 times the hourly rate.

Outside services including laboratory analysis, consultants, subcontractors, equipment not listed above, outside reproduction, aerial photographs, meals, lodging, shipping and special equipment or services not listed above are charged at cost plus 20 percent.



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: Human Resources

Prepared by: Stacey Peterson, HR Director

City Manager Approval:

**TOPIC: AMENDED COMPENSATION FOR UNREPRESENTED MID-MANAGEMENT EMPLOYEES**

**SUBJECT: AMENDED RESOLUTION ESTABLISHING ADDITIONAL COMPENSATION AND WORKING CONDITIONS FOR SAN RAFAEL UNREPRESENTED MID-MANAGEMENT EMPLOYEES (JULY 1, 2018 THROUGH JUNE 30, 2020)**

**RECOMMENDATION:** Direct staff to return with a final Resolution for approval.

**BACKGROUND:**

The unrepresented Mid-Management employee group (“Mid-Managers”) includes approximately 24 positions assigned to various City departments. These Mid-Managers support ongoing services and operations around the City and through the recession have helped to absorb workload as City positions were reduced. A new unrepresented Mid-Management Employees resolution for the period July 1, 2018 through June 30, 2020 was approved by Council on July 2, 2018. (See Resolution No. 14540). This proposed amended salary resolution does not affect the salary increase approved by Resolution No. 14540.

Traditionally, the City has modeled its compensation increases for Mid-Managers on the increases provided to the non-safety bargaining groups, including SEIU, Local 1, and WCE. Similar to the non-safety groups, the Mid-Managers were provided a 2% base wage increase for Fiscal Year (FY) 18/19 and FY 19/20 on July 2, 2018.

In addition to the base wage increase previously approved, the non-safety bargaining groups were also provided a one-time, non-pensionable payment of \$4,000. These one-time payments for Local 1 & WCE were agreed to in exchange for changing their 3% health insurance inflator to tie to the Kaiser Bay Area Premium rate (from CPI), in addition to other changes to their health and welfare plan. The City is now requesting the same one-time payments for Mid-Managers. In exchange for the \$4,000 one-time payment, the Mid-Manager’s Resolution will be amended to tie their health inflator to the Kaiser Bay Area Premium rate increase up to a maximum of 3% each year. Their health inflator is currently tied to CPI not to exceed 3% for any given year.

**ANALYSIS:**

The following reflects highlights of the recommended amended resolution and is consistent with the economic guidelines authorized by the City Council and approved for other non-safety bargaining groups.

---

**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**

**1. Term of the Resolution:** July 1, 2018 through June 30, 2020

**2. One-Time Payment:**

The following one-time payment is limited to the two years cited in this resolution and is not scheduled to recur in the future:

Mid-Management employees will receive a one-time, non-pensionable payment of \$4,000 to revise salary resolution section 3.A.1. to tie the 3% health inflator to the Kaiser Bay Area Premium rate increase up to a maximum of 3% each year.

The \$4,000 payment will be split as follows: \$2,000 will be paid as a separate check on September 14, 2018 or in the pay period upon approval by the City Council, whichever occurs later, and \$2,000 will be paid with the first pay period in July 2019. This payment will not contribute to Classic or PEPRA employees' pensions and is subject to normal payroll taxation.

NOTE: The one-time payments for part-time employees will be prorated based on the full-time equivalent (FTE) of the position. For example, an employee filling a half-time or 0.5 FTE position will receive a receive a \$1,000 payment minus applicable taxes on the same schedule as described above for full-time employees. This payment will not contribute to employees' pensions.

The attached redline resolution includes all of the recommended changes.

**FISCAL IMPACT:**

On July 2, 2018, Council approved a projected cumulative total salary and benefit cost increase of \$262,022 for the 24 Mid-Managers for the two-year term of the resolution.

The cost of the one-time payments proposed by this amended resolution is \$96,000. These one-time payments will not contribute to employee pension costs. The increase in compensation included in this resolution is in line with the City's current budget projections, and is within the current salary growth assumptions used by MCERA in the most recent actuarial valuation which is used to establish pension contribution rates and measure pension liabilities. Funding for these positions is provided for in the City's General Fund.

**OPTIONS:**

The City Council has the following options to consider in this matter:

- Direct staff to return at the next meeting with a resolution seeking approval of the amended compensation and working conditions for the unrepresented Mid-Management group.
- Direct staff to return with more information.

**RECOMMENDED ACTION:**

Staff recommends that the City Council take public comments and direct staff to return at the next meeting with a resolution seeking approval of the amended compensation and working conditions for the unrepresented Mid-Mangement group (July 1, 2018 through June 30, 2020).

**ATTACHMENTS:**

- Draft Amended Resolution Establishing the Compensation and Working Conditions for Unrepresented Mid-Management Employees (July 1, 2018 through June 30, 2020), with all Exhibits attached.

## RESOLUTION NO.

# **AMENDED RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL ESTABLISHING THE COMPENSATION AND WORKING CONDITIONS FOR UNREPRESENTED MID-MANAGEMENT EMPLOYEES (July 1, 2018 through June 30, 2020)**

## **1. MID-MANAGEMENT EMPLOYEES**

The Mid-Management Employees of the City of San Rafael are the Mid-Management Job Class Titles ("Mid-Managers") enumerated in Exhibit A, attached hereto and incorporated herein. This Resolution shall constitute the compensation and conditions of employment for the Mid-Managers for the period from July 1, 2018 through June 30, 2020.

## **2. SALARY AND COMPENSATION GOALS**

### **A. GOALS AND COMPENSATION DEFINITIONS**

It is the goal of the City Council to try to achieve a total compensation package for all Mid-Managers that is competitive compared to similar cities in our labor market. The survey cities are Fairfield, Hayward, San Leandro, South San Francisco, Alameda, Napa, Novato and Santa Rosa. The Council's goal is to attract and retain the most qualified Mid-Managers in accordance with the City's ability to pay.

Total Compensation for survey purposes shall be defined as: Top step salary (excluding longevity pay steps), educational incentive pay, holiday pay, uniform allowance, employer paid deferred compensation (except for such portion that may be part of employee cafeteria plan), employer's contribution towards employees' share of retirement, employer's retirement contribution, employer paid contributions toward insurance premiums for health, life, long term disability, dental and vision plans, management allowance, and employer paid cafeteria/flexible spending accounts.

### **B. COMPENSATION SURVEYS**

In order to measure progress towards the above-stated goal, the City shall survey the identified Management benchmark positions (Exhibit B) to assess the related Mid-Management positions in the final year of the Resolution in advance of discussions regarding a successor Resolution.

Identified benchmark positions from other agencies include positions that are filled as well as those that may be unfilled, so long as the benchmark position is identified by the survey agency as being on the salary schedule and having a job class description. Other city/agency positions are established as benchmark positions in San Rafael's compensation survey based upon similar work and similar job requirements.

The City shall review the benchmark and related survey data for accuracy and completeness. The City shall provide the survey data to all Mid-Managers. During the term of this Resolution, Mid-Managers agree to work with the City to identify and implement a new benchmark strategy such as an alignment of Mid-Manager salaries with the respective department director.

### **C. SALARY INCREASES**

Effective the pay period including July 1, 2018, or upon approval by the City Council, whichever is latest, the City will increase base wages for all employees by 2.0%.

Effective the pay period including July 1, 2019, the City will increase base wages for all employees by 2.0%.



**D. One-Time Payment**

The following one-time payment is limited to the two years cited in this resolution and is not scheduled to recur in the future:

Mid-Management Employees represented by this resolution will receive a one-time, non-pensionable payment of \$4,000 to revise section 3.A.1. to tie the 3% health inflator to the Kaiser Bay Area Premium rate increase up to a maximum of 3%.

The \$4,000 payment will be split as follows: \$2,000 will be paid as a separate check on September 14, in the pay period upon approval by the City Council, whichever occurs later, and \$2,000 will be paid with the first pay period in July 2019. This payment will not contribute to Classic or PEPRA employees' pensions and is subject to normal payroll taxation.

NOTE: The one-time payments for part-time employees will be prorated based on the full-time equivalent (FTE) of the position. For example, an employee filling a half-time or 0.5 FTE position will receive a \$1,000 payment minus applicable taxes on the same schedule as described above for full-time employees. This payment will not contribute to employees' pensions.

**3. INSURANCE**

Health & Dental Insurance benefits are prorated for part-time employees in accordance with the percentage of full-time work schedule. Domestic partners who are registered with the Secretary of State and same-sex spouses are considered dependents under these benefits. Pertinent taxes will be applied to coverage provided to registered domestic partners and same sex spouses as required by federal and state laws.

**A. HEALTH INSURANCE**

- 1. **Health Insurance for Active Employees.** Effective January 1, 2009, the City implemented a full flex cafeteria plan for active employees, in accordance with IRS Code Section 125. Active employees participating in the City's full flex cafeteria plan shall receive a monthly flex dollar allowance to purchase benefits under the full flex cafeteria plan.

The monthly flex dollar allowance effective the paycheck of December 15, 2017 shall be:

For employee only:	\$ 653.61
For employee and one dependent:	\$1,307.20
For employee and two or more dependents:	\$1,699.38

~~Flex dollar allowances shall increase on the December 15th paycheck of each subsequent year by up to a maximum of three percent (3%) on an annual basis, based on but not to exceed the Kaiser Bay Area premium rate increase for the upcoming calendar year. Flex-dollar allowances shall increase on the December 15<sup>th</sup> paycheck of each subsequent year by the healthcare component of the Consumer Price Index (CPI) as determined by CalPERS on an annual basis. The increase to flex-dollar allowances shall not exceed 3% for any given year.~~

The City shall contribute to the cost of medical coverage for each eligible employee and his/her dependents, an amount not to exceed the California Public Employees' Medical and Hospital Care Act (PEMHCA) contribution, as determined by CalPERS on an annual basis. This portion of the monthly flex dollar allowance is identified as the City's contribution towards PEMHCA. The balance of the monthly flex dollar allowance (after the PEMHCA minimum contribution) may be used in accordance with the terms of the cafeteria plan to purchase health benefits or may be converted to taxable income.

**Conditional Opt-Out Payment:** An employee may elect to waive the City's health insurance coverage and receive the value of the Employee Only contribution as a monthly Opt-Out payment in accordance with the terms of the cafeteria plan, and the Affordable Care Act, if the employee complies with the following conditions:

- 1) The employee certifies that the employee and all individuals in the employee's tax family for whom coverage is waived, have alternative Minimum Essential Coverage as defined by the Patient Protection and Affordable Care Act through a provider other than a federal marketplace, a state exchange, or an individual policy.
- 2) During the City's annual open enrollment period, the employee must complete an annual written attestation confirming that the employee and the other members of the employee's tax family are enrolled in alternative Minimum Essential Coverage. The employee agrees to notify the City no later than 30 days if the employee or other member(s) of the employee's tax family lose coverage under the alternative Minimum Essential Coverage Plan.
- 3) The employee understands that the City is legally required to immediately stop conditional opt-out payments if the City learns that the employee and/or members of the employee's family do not have the alternative Minimal Essential Coverage.

The City reserves the right to modify at any time, the amount an employee is eligible to receive under this paragraph, if required by IRS Cafeteria Plan regulations, other legislation or Federal and/or California agency guidance.

**Miscellaneous Allowance for Employees hired on or before January 1, 2009:**

The City shall pay to employees hired on or before January 1, 2009 a miscellaneous allowance in an amount equivalent to the difference between the employee's benefit election for coverage under PEMHCA and their flex dollar allowance, if their benefit election under PEMHCA exceeds their flex dollar allowance. The miscellaneous allowance shall be treated as income. An employee may use the miscellaneous allowance to pay for health coverage on a pre-tax basis as defined under the City's Cafeteria plan.

**2. Health Insurance for Retirees**

**MID-MANAGERS HIRED PRIOR TO APRIL 1, 2007**

- a. **For Mid-Managers who retired before December 1, 2001**, the City's contribution to retiree medical premiums shall be the PEMHCA minimum contribution as designated by PEMHCA on an annual basis.

**Longevity Payments:** The City shall make a longevity payment equivalent to the difference between the PEMHCA minimum contribution and the premium cost of coverage for the retiree, the retiree's spouse/registered domestic partner and/or qualified dependent children (as defined by PEMHCA) up to \$442 per month. The City's longevity contribution shall remain in effect during the lifetime of the Mid-Manager and Mid-Manager's spouse/registered domestic partner or surviving spouse/registered domestic partner.

- b. **Mid-Managers who retired on or after December 1, 2001** from the Marin County Employees Retirement Association (MCERA) within 120 days of leaving their City of San Rafael Mid-Management position (and who comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to receive upon retirement the PEMHCA minimum contribution as designated by PEMHCA on an annual basis.

**Longevity Payments:** The City shall make a longevity payment equivalent to the difference between the PEMHCA minimum contribution and the premium cost of coverage

for the retiree, the retiree's spouse/registered domestic partner and/or qualified dependent children (as defined by PEMHCA) capped at the contribution the City makes towards the health coverage of active Mid-Manager employees. The City's longevity contribution shall remain in effect during the lifetime of the Mid-Manager and Mid-Manager's spouse/registered domestic partner or surviving spouse/registered domestic partner.

As described in this subsection, the City shall reimburse retired Mid-Managers and their spouses or registered domestic partners the Medicare Part B standard premium amount as determined by the Centers of Medicare and Medicaid Services (CMS) on an annual basis. To initiate reimbursement, retirees must submit proof of payment of the Medicare Part B premiums to the Human Resources Department. If the Medicare Part B is deducted from social security, the retiree/spouse/domestic partner may submit a copy of the social security check, the Medicare Part B bill, or other relevant documentation. Reimbursements will be processed on a quarterly basis. This reimbursement shall remain in effect for the retired Mid-Manager's life and that of the retired Mid-Manager's spouse/registered domestic partner or surviving spouse/registered domestic partner.

#### **MID-MANAGERS HIRED ON OR AFTER APRIL 1, 2007**

Mid-Managers who are hired on or after April 1, 2007, and who retire from the Marin County Employees Retirement Association (MCERA) within 120 days of leaving their City of San Rafael position (and comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to continue in the City's group health insurance program.

The City's contribution towards the coverage of retirees under this subsection (3.A.2.b.) shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

**Longevity Payments:** The City shall make a longevity payment equivalent to the difference between the PEMHCA minimum contribution and the premium cost of coverage, up to \$600, for the retiree. The City shall not be responsible for making any contributions towards the cost of coverage of the retiree's spouse, registered domestic partner or dependents. The City's longevity contribution shall cease upon the retired Mid-Manager's death.

The City shall not be responsible for reimbursing retired Mid-Managers and/or their spouses for any Medicare premiums paid by the retired Mid-Manager and/or the retired Mid-Manager's spouse or surviving spouse.

#### **MID-MANAGER HIRED ON OR AFTER JANUARY 1, 2009**

Mid-Managers who are hired on or after January 1, 2009, and who retire from the Marin County Employees Retirement Association (MCERA) within 120 days of leaving their City of San Rafael position (and comply with the appropriate retirement provisions under the MCERS laws and regulations) are eligible to continue in the City's group health insurance program. The City's contribution towards the coverage of retirees under this subsection (3.A.2.c) shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

The City shall not be responsible for reimbursing retired Mid-Managers and/or their spouses for any Medicare premiums paid by the retired Mid-Manager and/or the retired Mid-Manager's spouse or surviving spouse.

The City shall additionally make available a retiree health care trust to enable these employees to prefund retiree health care premiums while employed by the City. The retiree health care trust shall be funded by the mandatory annual conversion of 50 hours

of sick time in service on July 1 of each year, provided an employee has a remaining balance of 75 hours of sick leave after the conversion.

***B. LIFE INSURANCE***

The City shall provide a basic group life insurance plan in the amount of \$150,000 at no cost to the employee.

***C. LONG-TERM DISABILITY INSURANCE***

The City shall provide long term disability (LTD) insurance, at no cost to the employee, with a benefit of two-thirds (2/3) of the employee's monthly salary, up to a maximum benefit of \$7500 (reduced by any deductible benefits).

***D. DENTAL INSURANCE***

The City shall make available to employees, an additional flex dollar allowance equal to \$113 per month to purchase dental coverage under the City's dental plan. The City shall pay dental premiums on behalf of the employee and eligible dependents.

***E. VISION PLAN***

The City will contract for and pay for a vision plan for "employee plus dependent" vision benefits.

***F. EMPLOYEE ASSISTANCE PLAN***

The City provides an Employee Assistance Program (EAP) with confidential personal counseling on work and family related issues such as eldercare, substance abuse, etc. Supervisors may also utilize the EAP to refer employees to counselors for work related assistance.

**4. RETIREMENT**

***A. EMPLOYER PAID MEMBER CONTRIBUTION (EPMC)***

Each Mid-Manager is responsible for paying the full cost of their employee contribution rate as established by the Marin County Employee Retirement Association.

Effective September 1, 2013, in accordance with MCERA and City administrative requirements, all Mid-Management employees will pay an additional contribution of one percent (1%) of pensionable compensation toward the normal cost of pension provided by the Marin County Employees Retirement Association, in addition to the current employee contribution towards pension as determined by MCERA.

The only employees excluded from this payment are long-term City employees with thirty or more years of City service who no longer have to pay any employee contribution to the Marin County Retirement System.

***B. COLA***

Mid-Managers participating in the Marin County Employee Retirement Association will pay their full share of members' cost of living rates as allowed under Articles 6 and 6.8 of the 1937 Retirement Act. Miscellaneous and safety member contribution rates include both the basic and COLA portions (currently 50% of the COLA is charged to members as defined in the 1937 Act).

***C. RETIREMENT PLAN***

The City shall provide the Marin County Employee Retirement Association 2.7% @55 retirement program to all miscellaneous Mid-Manager subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws. This is based on an employee's single highest year of compensation.

Employees hired on or after July 1, 2011 will receive an MCERA retirement benefit at the formula 2% at 55, calculated based on the average of their highest three years of compensation, in accordance with MCERA regulations. The annual pension adjustment shall be a maximum of 2% COLA. Minimum retirement age is 55.

Employees hired by the City on or after January 1, 2013 who are defined as “new members” of MCERA in accordance with the Public Employees’ Pension Reform Act (PEPRA) of 2013, shall be enrolled in the MCERA 2% @ 62 plan for Miscellaneous members. The employee is responsible for paying the employee contribution of half of the total normal cost of the plan, as defined by MCERA, through a payroll deduction. Final compensation will be based upon the highest annual average compensation earnable during the thirty-six (36) consecutive months of employment immediately preceding the effective date of his or her retirement or some other period designated by the retiring employee.

**D. SERVICE CREDIT FOR SICK LEAVE**

Mid-Managers who are eligible to accrue sick leave and who retire from the City of San Rafael, on or after 07/01/95 and within 120 days of leaving City employment (excludes deferred retirements), shall receive employment service credit (incorporated from Resolution #9414, dated July 17, 1995), for retirement purposes only, for all hours of accrued, unused sick leave (exclusive of any sick leave hours they are eligible to receive and they elect to receive in compensation for at the time of retirement, pursuant to Section 5 A. of this Resolution). This provision will no longer be available to Mid-Managers hired after June 30, 2009.

**E. MANAGEMENT ALLOWANCE**

As of September 16, 2015 the Management Allowance of 4.54% was rolled into base pay for all Unrepresented Mid-Management employees.

**5. LEAVES OF ABSENCE**

**A. SICK LEAVE**

Mid-Managers shall earn sick leave credits at the rate of one (1) working day per month commencing with the date of employment. Accrued sick leave may be used during their probationary period.

Mid-Managers who leave City service in good standing shall receive compensation (cash in) of all accumulated, unused sick leave based upon the rate of three percent (3%) for each year of service up to a maximum of fifty percent (50%) of their sick leave balance. In the event of the death of an employee, payment for unused sick leave (based upon the previously stated formula) shall be paid to the employee's designated beneficiary.

Mid-Managers may accrue unlimited sick leave for usage purposes. However, a maximum of one thousand, two hundred hours (1,200) accrual applies for cash-in purposes at the time of City separation.

Mid-Managers may use sick leave prior to completion of probation. In recognition of Mid-Managers’ exempt status under FLSA, time off for sick leave purposes shall not be deducted from a Mid-Manager’s sick leave accrual, unless the employee is absent for the full work day.

Use of sick leave for work-related injuries or illnesses shall not be required when it is determined by the treating physician that this status is permanent and stationary.

**B. VACATION LEAVE**

1. **Vacation Accrual** - Vacation is accrued when an employee is on pay status and is credited on a semi-monthly basis. Eligible employees accrue vacation at the following rate for continuous service performed in pay status:

<u>Years of service</u>	<u>Leave Accrual rate/yearly</u>
1-5 years	15 days
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years	20 days
11 years	21 days
12 years	22 days
13 years	23 days
14 years	24 days
15 plus years	25 days

In recognition of Mid-Managers' exempt status under FLSA, time off for vacation leave purposes shall not be deducted from a Mid-Manager's vacation accrual unless the employee is absent for the full work day.

## 2. **Administration of Vacation Leave**

The City Manager may advance vacation leave to a Mid-Manager; prior approval is required. Mid-Managers may accrue a maximum of 250 hours of vacation. Vacation leave accrual shall resume once the employee's accumulated vacation leave balance falls below the accrual limit of 250 hours. Mid-Managers who terminate their employment shall be paid in a lump sum for all accrued vacation leave earned prior to the date of termination. Mid-Managers may not utilize accrued vacation, administrative leave time, or personal leave time to extend their retirement date and service credit at the end of their city service. The vacation accrual may be increased to a maximum of 300 hours at the discretion of the City Manager.

## 3. **Annual Option for Payment of Accrued Vacation Leave**

A Mid-Manager who has taken at least ten (10) days of vacation in the preceding twelve (12) months, may request that his/her accrued vacation, not to exceed fifty-two and 1/2 (52.5) hours, be paid to him/her in cash. The request may be granted at the discretion of the City Manager. Mid-Managers may not cash-in more than fifty-two and 1/2 (52.5) hours within any twelve (12) month period.

## **C. ADMINISTRATIVE LEAVE**

Mid-Managers shall receive ten (10) Administrative Leave days (75 hours) each calendar year subject to the approval of the Department Director and the City Manager. An additional three (3) days may be granted at the discretion and with approval of the department director and the City Manager. Unused Administrative Leave shall not carry over from one calendar year to the next, nor shall unused Administrative Leave balances be paid to a Mid-Manager upon his/her resignation.

In recognition of exempt status under FLSA time off for Administrative leave purposes shall not be deducted from a Mid-Manager's administrative leave accrual, unless the employee is absent for the full work day.

## **D. HOLIDAYS**

City shall provide eleven designated holidays and two floating holidays per calendar year to Mid-Managers. The hours for the floating holidays are automatically added to an employees' vacation accrual on a semi-annual basis.

**E. *BEREAVEMENT LEAVE***

In the event of the death of a Mid-Manager’s spouse, child, parent, brother, sister, in-law(s), relative who lives or has lived in the home of the employee, and/or another individual who has a legal familial relationship to the employee and resided in the employee’s household, the City shall provide bereavement leave up to a maximum of three (3) days within the state and five (5) days out-of-state.

**F. *CATASTROPHIC LEAVE***

All Mid-Managers shall abide by the City’s Catastrophic Leave Policy.

**6. EMPLOYMENT TERMS**

**A. *HOURS OF WORK***

The WORK WEEK will reflect thirty-seven and one-half (37.5) hours for all represented job classes. Unless otherwise designated, the normal business hours for vacation, sick and administrative leave deduction and sick and administrative leave accrual purposes for Mid-Managers shall be 7.5 hours per day.

**B. *DRUG FREE WORK PLACE***

All Mid-Managers shall abide by the City’s Drug and Alcohol Policy.

**C. *FURLOUGH PLAN***

Mid-Managers endorse the Furlough Program described in Exhibit C attached to this Resolution.

**D. *PAY FOR PERFORMANCE EVALUATION SYSTEM***

Mid-Managers shall be evaluated annually based upon the evaluation program adopted by the City Council in October of 1996 and incorporated by reference herein.

**E. *OUTSIDE EMPLOYMENT***

All Mid-Managers shall abide by the City’s Outside Employment Policy.

**F. *CITY VEHICLE***

Under limited circumstances, a city vehicle may be provided to a Mid-Manager if it is determined to be needed to complete his/her job duties and upon approval of the City Manager.

**G. *UNIFORM ALLOWANCE***

If required to wear a uniform which is not provided by the City, employee shall receive an annual uniform allowance of \$445 per year, paid in two installments, in June and December.

**H. *GYM REIMBURSEMENT***

Employees are eligible to receive up to \$16.50 per month reimbursement for paid gym memberships. Such reimbursement shall be reported as taxable income to the employee.

**I. *Professional Development***

The City Manager commits to working with each department’s management team to establish dedicated professional development time throughout the year

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City held on the 6<sup>th</sup> day of August 2018 by the following vote, to wit:

**AYES:            COUNCILMEMBERS:**

**NOES: COUNCILMEMBERS:**

**ABSENT: COUNCILMEMBERS:**

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**LINDSAY LARA, CITY CLERK**



**SAN RAFAEL UNREPRESENTED MID-MANAGEMENT**

Exhibit A

**SALARY SCHEDULE**

Effective July 1, 2018

<b>Grade</b>	<b>Position</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
7315	Accounting Manager	\$ 8,529	\$ 8,956	\$ 9,403	\$ 9,874	\$ 10,367
8106	Assistant Director of Community Services	\$ 9,284	\$ 9,748	\$ 10,236	\$ 10,747	\$ 11,285
2125	Assistant Library Director	\$ 9,284	\$ 9,748	\$ 10,235	\$ 10,747	\$ 11,285
2202	Assistant Public Works Director / City Engineer	\$ 11,063	\$ 11,616	\$ 12,196	\$ 12,806	\$ 13,447
2302	Chief Building Official	\$ 10,281	\$ 10,795	\$ 11,334	\$ 11,901	\$ 12,496
2122	Code Enforcement Supervisor	\$ 7,076	\$ 7,430	\$ 7,801	\$ 8,191	\$ 8,601
1105	Deputy City Attorney I	\$ 9,317	\$ 9,783	\$ 10,272	\$ 10,785	\$ 11,325
1109	Deputy City Attorney II	\$ 10,272	\$ 10,786	\$ 11,325	\$ 11,892	\$ 12,486
2120	Deputy Fire Marshall	\$ 8,750	\$ 9,188	\$ 9,647	\$ 10,130	\$ 10,636
2135	Deputy Public Works Director	\$ 10,050	\$ 10,553	\$ 11,081	\$ 11,635	\$ 12,216
7313	Economic Development Coordinator	\$ 8,443	\$ 8,865	\$ 9,308	\$ 9,774	\$ 10,262
2128	Economic Development Manager	\$ 9,284	\$ 9,748	\$ 10,236	\$ 10,747	\$ 11,285
7117	Emergency Services Manager	\$ 8,237	\$ 8,649	\$ 9,082	\$ 9,536	\$ 10,013
9005	Events Coordinator*	\$ 7,318	\$ 7,684	\$ 8,068	\$ 8,471	\$ 8,895
4201	Information Technology Manager	\$ 11,063	\$ 11,616	\$ 12,197	\$ 12,806	\$ 13,447
2208	Operations and Maintenance Manager	\$ 9,021	\$ 9,472	\$ 9,946	\$ 10,443	\$ 10,965
2703	Parking Services Manager	\$ 8,443	\$ 8,865	\$ 9,308	\$ 9,774	\$ 10,262
7312	Parks Superintendent	\$ 8,237	\$ 8,649	\$ 9,082	\$ 9,536	\$ 10,013
2116	Planning Manager	\$ 9,455	\$ 9,927	\$ 10,424	\$ 10,945	\$ 11,492
9453	Principal Planner	\$ 8,443	\$ 8,865	\$ 9,308	\$ 9,774	\$ 10,262
1202	Public Works Administrative Manager	\$ 8,442	\$ 8,865	\$ 9,308	\$ 9,773	\$ 10,262
8103	Recreation Supervisor	\$ 7,076	\$ 7,430	\$ 7,801	\$ 8,191	\$ 8,601
2206	Senior Civil Engineer (SRSD)	\$ 9,784	\$ 10,273	\$ 10,787	\$ 11,326	\$ 11,893
7317	Senior Code Enforcement Supervisor	\$ 7,810	\$ 8,201	\$ 8,611	\$ 9,041	\$ 9,493
2105	Senior Management Analyst	\$ 8,044	\$ 8,446	\$ 8,869	\$ 9,312	\$ 9,778
2132	Senior Network Administrator	\$ 9,284	\$ 9,748	\$ 10,236	\$ 10,747	\$ 11,285
8102	Senior Recreation Supervisor	\$ 7,810	\$ 8,200	\$ 8,610	\$ 9,041	\$ 9,493
7310	Sewer Maintenance Superintendent	\$ 8,237	\$ 8,649	\$ 9,082	\$ 9,536	\$ 10,013
7311	Street Maintenance Superintendent	\$ 8,237	\$ 8,649	\$ 9,082	\$ 9,536	\$ 10,013

\*Effective 6/1/18 position is Y-rated

**SAN RAFAEL UNREPRESENTED MID-MANAGEMENT**

Exhibit A

**SALARY SCHEDULE**

Effective July 1, 2019

<b>Grade</b>	<b>Position</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
7315	Accounting Manager	\$ 8,700	\$ 9,135	\$ 9,591	\$ 10,071	\$ 10,575
8106	Assistant Director of Community Services	\$ 9,470	\$ 9,943	\$ 10,440	\$ 10,962	\$ 11,510
2125	Assistant Library Director	\$ 9,470	\$ 9,943	\$ 10,440	\$ 10,962	\$ 11,510
2202	Assistant Public Works Director / City Engineer	\$ 11,284	\$ 11,848	\$ 12,440	\$ 13,062	\$ 13,716
2302	Chief Building Official	\$ 10,486	\$ 11,011	\$ 11,561	\$ 12,139	\$ 12,746
2122	Code Enforcement Supervisor	\$ 7,217	\$ 7,578	\$ 7,957	\$ 8,355	\$ 8,773
1105	Deputy City Attorney I	\$ 9,503	\$ 9,978	\$ 10,477	\$ 11,001	\$ 11,551
1109	Deputy City Attorney II	\$ 10,478	\$ 11,002	\$ 11,552	\$ 12,129	\$ 12,736
2120	Deputy Fire Marshall	\$ 8,925	\$ 9,372	\$ 9,840	\$ 10,332	\$ 10,849
2135	Deputy Public Works Director	\$ 10,251	\$ 10,764	\$ 11,302	\$ 11,867	\$ 12,461
7313	Economic Development Coordinator	\$ 8,612	\$ 9,042	\$ 9,494	\$ 9,969	\$ 10,468
2128	Economic Development Manager	\$ 9,470	\$ 9,943	\$ 10,440	\$ 10,962	\$ 11,510
7117	Emergency Services Manager	\$ 8,402	\$ 8,822	\$ 9,263	\$ 9,727	\$ 10,213
9005	Events Coordinator*	\$ 7,318	\$ 7,684	\$ 8,068	\$ 8,471	\$ 8,895
4201	Information Technology Manager	\$ 11,284	\$ 11,848	\$ 12,440	\$ 13,062	\$ 13,716
2208	Operations and Maintenance Manager	\$ 9,201	\$ 9,661	\$ 10,144	\$ 10,652	\$ 11,184
2703	Parking Services Manager	\$ 8,612	\$ 9,042	\$ 9,494	\$ 9,969	\$ 10,468
7312	Parks Superintendent	\$ 8,402	\$ 8,822	\$ 9,263	\$ 9,727	\$ 10,213
2116	Planning Manager	\$ 9,644	\$ 10,126	\$ 10,632	\$ 11,164	\$ 11,722
9453	Principal Planner	\$ 8,612	\$ 9,042	\$ 9,494	\$ 9,969	\$ 10,468
1202	Public Works Administrative Manager	\$ 8,611	\$ 9,042	\$ 9,494	\$ 9,969	\$ 10,467
8103	Recreation Supervisor	\$ 7,218	\$ 7,578	\$ 7,957	\$ 8,355	\$ 8,773
2206	Senior Civil Engineer (SRSD)	\$ 9,980	\$ 10,479	\$ 11,003	\$ 11,553	\$ 12,130
7317	Senior Code Enforcement Supervisor	\$ 7,966	\$ 8,365	\$ 8,783	\$ 9,222	\$ 9,683
2105	Senior Management Analyst	\$ 8,205	\$ 8,615	\$ 9,046	\$ 9,498	\$ 9,973
2132	Senior Network Administrator	\$ 9,470	\$ 9,943	\$ 10,440	\$ 10,962	\$ 11,510
8102	Senior Recreation Supervisor	\$ 7,966	\$ 8,364	\$ 8,783	\$ 9,222	\$ 9,683
7310	Sewer Maintenance Superintendent	\$ 8,402	\$ 8,822	\$ 9,263	\$ 9,727	\$ 10,213
7311	Street Maintenance Superintendent	\$ 8,402	\$ 8,822	\$ 9,263	\$ 9,727	\$ 10,213

\*Effective 6/1/18 position is Y-rated

**Management Position Benchmark Job Classes for  
Mid-Management Positions**

<b>Community Services Director</b>
<b>Library Director</b>
<b>Public Works Director</b>

## FURLOUGH PROGRAM

Both the City of San Rafael and the Mid-Management Group employees recognize the current economic condition of the State of California and the City of San Rafael. Through this recognition and in a cooperative spirit the City of San Rafael and these employees have worked expeditiously on the development of a Furlough Program. This Agreement does not mean the City will necessarily implement furloughs; but in the event it is necessary to implement due to continued economic problems in the City of San Rafael the procedures for this Furlough Program shall provide for both Voluntary Time Off (herein described as VTO) and Mandatory Time Off (herein described as MTO).

### **Voluntary Time Off (VTO).**

The needs of the City and the respective departments (as determined by the Department Director and City Manager) will need to be considered in the actual granting of VTO. Any VTO time granted and the resulting savings will have a corresponding impact on the time needed through MTO.

1. An employee's VTO time would count in determining how many hours of MTO an employee needed to take during the fiscal year.
2. Employees who take VTO at a time other than when MTO is taken by other employees will have to take vacation leave, compensatory time off or leave without pay if the MTO results in the closure of the department.

### **Mandatory Time Off (MTO).**

MTO will be taken by the employee during the MTO period when feasible in their respective department (as determined by the Department Director and City Manager). The City will attempt to schedule MTO time in blocks of days (between Christmas and New Years) or individual days next to scheduled holidays and/or weekends.

1. Employees may not take paid vacation time in lieu of designated MTO time.
2. MTO time shall be considered time in pay status for the accrual of leave and eligibility for holidays. MTO time will not impact health, dental and life insurance benefits. At this time MTO time will impact Marin County retirement contributions; but if the Marin County Retirement Association changes its policy on this the City will, effective the first of the month following notice from the Marin County Retirement Association, make the necessary change in the program's administration to correspond with the change in the policy. Any employee who notifies the City no later than 07/30/11 of their retirement date and retires from the Marin County Retirement System during FY 11-12 shall be exempted from the MTO requirements. If said employee did not retire during FY 11-12 as stated, said employee would be docked in pay an amount equivalent to the number of MTO hours taken by other represented employees.
3. MTO time shall apply toward time in service for step increases, completion of probation, and related service credit.

**MID-MANAGEMENT SALARY RESOLUTION  
EXHIBIT "C"**

4. Other Terms and Conditions:

- a. The MTO program shall be limited to a maximum five percent (5%) reduction in work hours/pay for the fiscal year. When the maximum MTO reduction (5%) is implemented, the involved employee shall be credited with three (3) days of float time.
- b. Float Time accrued through the MTO Program must be taken in the fiscal year following the furlough, with supervisory approval, or the leave will be forfeited. The float days have no cash value upon termination of employment. If an employee is laid off before having the opportunity to take unused furlough induced float time, said employee would be eligible to take the unused furlough induced float time during the thirty-day layoff notice period.
- c. Should the City of San Rafael experience a financial windfall during the fiscal year that furloughs are implemented, the City agrees to re-open discussions on this Furlough Program.
- d. The City agrees that it will attempt to distribute the dollar value of any MTO time implemented equally over the remaining number of pay periods in the fiscal year.



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

**Department: Human Resources**

**Prepared by: Stacey Peterson, HR Director**

**City Manager Approval:**

**TOPIC: AMENDED COMPENSATION FOR EXECUTIVE MANAGEMENT EMPLOYEES**

**SUBJECT: AMENDED RESOLUTION ESTABLISHING THE COMPENSATION AND WORKING CONDITIONS FOR UNREPRESENTED EXECUTIVE MANAGEMENT EMPLOYEES (JULY 1, 2018 THROUGH JUNE 30, 2020)**

**RECOMMENDATION:** Direct staff to return with a final Resolution for approval.

**BACKGROUND:**

The unrepresented Executive Management employee group includes 12 positions assigned in various City departments. These executive managers lead and direct the ongoing services and operations around the City to achieve the City Council goals. A new unrepresented Executive Management Employees resolution for the period July 1, 2018 through June 30, 2020 was approved by Council on July 2, 2018. (See Resolution No. 14539). This proposed amended salary resolution does not affect the salary increase approved by Resolution No. 14539.

Traditionally, the City has modeled its compensation increases for Executive Management on the increases provided to the non-safety bargaining groups, including SEIU, Local 1, and WCE. Similar to the non-safety groups, Executive Managers were provided a 2% base wage increase for Fiscal Year (FY) 18/19 and FY 19/20 on July 2, 2018.

In addition to the base wage increase previously approved, the non-safety bargaining groups were also provided a one-time, non-pensionable payment of \$4,000. These one-time payments for Local 1 & WCE were agreed to in exchange for changing their 3% health insurance inflator to tie to the Kaiser Bay Area Premium rate (from CPI), in addition to other changes to their health and welfare plan. The City is now requesting the same one-time payments for Executive Managers. In exchange for the \$4,000 one-time payment, the Executive Manager's Resolution will be amended to tie their health inflator to the Kaiser Bay Area Premium rate increase up to a maximum of 3% each year. Their health inflator is currently tied to CPI not to exceed 3% for any given year.

**ANALYSIS:**

The following reflects highlights of the recommended resolution and is consistent with the economic guidelines authorized by the City Council.

- 1. Term of the Resolution:** July 1, 2018 through June 30, 2020

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**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**

**2. One-Time Payment:**

The following one-time payment is limited to the two years cited in this agreement and is not scheduled to recur in the future:

Job classes in this unrepresented Executive Management group, except the Police Chief and Fire Chief, will receive a one-time, non-pensionable payment of \$4,000 to revise resolution section 3 A (1) to tie the 3% health inflator to the Kaiser Bay Area Premium rate increase up to a maximum of 3% each year.

The \$4,000 payment will be split as follows: \$2,000 will be paid as a separate check on September 14, 2018 or with the pay period upon approval by the City Council, whichever occurs later, and \$2,000 will be paid with the first pay period in July 2019. This payment will not contribute to Classic or PEPRA employees' pensions and is subject to normal payroll taxation.

NOTE: The one-time payments for part-time employees will be prorated based on the full-time equivalent (FTE) of the position. For example, an employee filling a half-time or 0.5 FTE position will receive a \$1,000 payment minus applicable taxes on the same schedule as described above for full-time employees. This payment will not contribute to employees' pensions.

The attached redline resolution includes all of the recommended changes.

**FISCAL IMPACT:**

On July 2, 2018, Council approved a projected cumulative total salary and benefit cost increase of \$181,530 for the two-year term of the resolution.

The cost of the one-time payments proposed by this amended resolution is \$40,000. These one-time payments will not contribute to employee pension costs. The increase in compensation included in this resolution is in line with the City's current budget projections, and is within the current salary growth assumptions used by MCERA in the most recent actuarial valuation which is used to establish pension contribution rates and measure pension liabilities. Funding for these positions is provided for in the City's General Fund.

**OPTIONS:**

The City Council has the following options to consider in this matter:

- Direct staff to return at the next meeting with a resolution seeking approval of the amended compensation and working conditions for the unrepresented Executive Management Group.
- Direct staff to return with more information.

**RECOMMENDED ACTION:**

Staff recommends that the City Council take public comments and direct staff to return at the next meeting with a resolution seeking approval of the amended compensation and working conditions for the unrepresented Executive Management group (July 1, 2018 through June 30, 2020).

**ATTACHMENTS:**

- Draft Amended Resolution Establishing the Compensation and Working Conditions for Unrepresented Executive Management Employees (July 1, 2018 through June 30, 2020), with Exhibit A, "San Rafael Unrepresented Executive Management Salary Schedule".

**RESOLUTION NO.**

**AMENDED RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL ESTABLISHING  
THE COMPENSATION AND WORKING CONDITIONS FOR UNREPRESENTED  
EXECUTIVE MANAGEMENT EMPLOYEES  
(July 1, 2018 through June 30, 2020)**

**1. EXECUTIVE MANAGEMENT EMPLOYEES**

The Executive Management Employees of the City of San Rafael are the Executive Management Job Class Titles ("Executives") enumerated in Exhibit A, attached hereto and incorporated herein. This Resolution shall constitute the compensation and conditions of employment for the Executives for the period from July 1, 2018 through June 30, 2020.

**2. SALARY AND COMPENSATION GOALS**

**A. GOALS AND COMPENSATION DEFINITIONS**

It is the goal of the City Council to try to achieve a total compensation package for all Executives that is competitive compared to similar cities in our labor market. The survey cities are Fairfield, Hayward, San Leandro, South San Francisco, Alameda, Napa, Novato, and Santa Rosa. The Council's goal is to attract and retain the most qualified Executives in accordance with the City's ability to pay.

Total Compensation for survey purposes shall be defined as: Top step salary (excluding longevity pay steps), educational incentive pay, holiday pay, uniform allowance, auto allowance, employer paid deferred compensation (except for such portion that may be part of employee cafeteria plan), employer's contribution towards employees' share of retirement, employer's retirement contribution, employer paid contributions toward insurance premiums for health, life, long term disability, dental and vision plans, Executive Management allowance, and employer paid cafeteria/flexible spending accounts.

**B. COMPENSATION SURVEYS**

In order to measure progress towards the above-stated goal, the City shall survey all Executive Management positions in the final year of the Resolution in advance of discussions regarding a successor Resolution.

Identified survey positions from other agencies include positions that are filled as well as those that may be unfilled, so long as the position is identified by the survey agency as being on the salary schedule and having a job class description. The appropriate survey positions will be selected for Executive Management positions based upon similar work and similar job requirements.

The City shall review the survey data for accuracy and completeness. The City shall provide the survey data to all Executives.

**C. SALARY INCREASES**

Effective the pay period including July 1, 2018, the City will increase base wages for all employees, except the Police Chief and Fire Chief, by 2.0%.

Effective the pay period including July 1, 2019, the City will increase base wages for all employees, except the Police Chief and Fire Chief, by 2.0%.



**D. One-time Payment**

The following one-time payment is limited to the two years cited in this resolution and is not scheduled to recur in the future:

Executive Management Employees represented by this resolution, except the Police Chief and Fire Chief, will receive a one-time, non-pensionable payment of \$4,000 to revise section 3.A.1. to tie the 3% health inflator to the Kaiser Bay Area Premium rate increase up to a maximum of 3%.

The \$4,000 payment will be split as follows: \$2,000 will be paid as a separate check on September 14 or with the pay period upon approval by the City Council, whichever occurs later, and \$2,000 will be paid with the first pay period in July 2019. This payment will not contribute to Classic or PEPRA employees' pensions and is subject to normal payroll taxation.

NOTE: The one-time payments for part-time employees will be prorated based on the full-time equivalent (FTE) of the position. For example, an employee filling a half-time or 0.5 FTE position will receive a receive a \$1,000 payment minus applicable taxes on the same schedule as described above for full-time employees. This payment will not contribute to employees' pensions.

**D.E. CAR ALLOWANCE**

The monthly car allowance paid to the Executives shall be \$350. Executives identified in Exhibit A may be eligible to have use of a city car in lieu of the monthly car allowance at the discretion of the City Manager.

**E.F. SAFETY EQUITY ADJUSTMENT**

A 2% equity adjustment will take effect July 1, 2018 for both the Fire Chief and Police Chief (reflected in the updated Salary Schedule). This adjustment is being made to achieve parity with the four public safety bargaining units who received a 1% equity adjustment for each of the last 2 years of their collective bargaining agreements (2016-2018).

**3. INSURANCE**

Health & Dental Insurance benefits are prorated for part-time employees in accordance with the percentage of full-time work schedule. Domestic partners who are registered with the Secretary of State and same-sex spouses are considered dependents under these benefits. Pertinent taxes will be applied to coverage provided to registered domestic partners and same sex spouses as required by federal and state laws.

**A. HEALTH INSURANCE**

- 1. Health Insurance for Active Employees.** Effective January 1, 2009, the City implemented a full flex cafeteria plan for active employees, in accordance with IRS Code Section 125. Active employees participating in the City's full flex cafeteria plan shall receive a monthly flex dollar allowance to purchase benefits under the full flex cafeteria plan.

The monthly flex dollar allowance effective the paycheck of December 15, 2017 shall be:

For employee only:	\$ 653.61
For employee and one dependent:	\$1,307.20
For employee and two or more dependents:	\$1,699.38

Flex dollar allowances for Executive Management Employees represented by this resolution, except the Police Chief and Fire Chief, shall increase on the December 15th paycheck of each subsequent year by up to a maximum of three percent (3%) on an annual basis, based on but not to exceed the Kaiser Bay Area premium rate increase for the upcoming calendar year.

Flex dollar allowances for the Police Chief and Fire Chief shall increase on the December 15<sup>th</sup> paycheck of each subsequent year by the healthcare component of the Consumer Price Index (CPI) as determined by CalPERS on an annual basis. The increase to flex dollar allowances shall not exceed 3% for any given year.

The City shall contribute to the cost of medical coverage for each eligible employee and his/her dependents, an amount not to exceed the California Public Employees' Medical and Hospital Care Act (PEMHCA) contribution, as determined by CalPERS on an annual basis. This portion of the monthly flex dollar allowance is identified as the City's contribution towards PEMHCA. The balance of the monthly flex dollar allowance (after the PEMHCA minimum contribution) may be used in accordance with the terms of the cafeteria plan to purchase health benefits or may be converted to taxable income.

**Conditional Opt-Out Payment:** An employee may elect to waive the City's health insurance coverage and receive the value of the Employee Only contribution as a monthly Opt-Out payment in accordance with the terms of the cafeteria plan, and the Affordable Care Act, if the employee complies with the following conditions:

- 1) The employee certifies that the employee and all individuals in the employee's tax family for whom coverage is waived, have alternative Minimum Essential Coverage as defined by the Patient Protection and Affordable Care Act through a provider other than a federal marketplace, a state exchange, or an individual policy.
- 2) During the City's annual open enrollment period, the employee must complete an annual written attestation confirming that the employee and the other members of the employee's tax family are enrolled in alternative Minimum Essential Coverage. The employee agrees to notify the City no later than 30 days if the employee or other member(s) of the employee's tax family lose coverage under the alternative Minimum Essential Coverage Plan.
- 3) The employee understands that the City is legally required to immediately stop conditional opt-out payments if the City learns that the employee and/or members of the employee's family do not have the alternative Minimal Essential Coverage.

The City reserves the right to modify at any time, the amount an employee is eligible to receive under this paragraph, if required by IRS Cafeteria Plan regulations, other legislation or Federal and/or California agency guidance.

**Miscellaneous Allowance for Employees hired on or before January 1, 2009:**

The City shall pay to employees hired on or before January 1, 2009 a miscellaneous allowance in an amount equivalent to the difference between the employee's benefit election for coverage under PEMHCA and their flex dollar allowance, if their benefit election under PEMHCA exceeds their flex dollar allowance. The miscellaneous allowance shall be treated as income. An employee may use the miscellaneous allowance to pay for health coverage on a pre-tax basis as defined under the City's Cafeteria plan.

## **2. Health Insurance for Retirees**

**a. Executives Hired prior to April 1, 2007** and who retire from the Marin County Employees' Retirement Association (MCERA) within 120 days of leaving their City of San Rafael Executive Management position (and who comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to continue in the City's group health insurance program. The City's contribution towards the coverage of retirees under this subsection (3.A.2.a) shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

On a monthly basis, the City shall make a longevity payment equivalent to the difference between the PEMHCA minimum contribution and the premium cost of coverage, for the retiree and the retiree's spouse/registered domestic partner or surviving spouse/registered domestic partner and/or qualified dependent children's coverage under PEMHCA up to the maximum contribution the City makes towards the cost of coverage of an active employee hired prior to April 1, 2007. The City's longevity contribution shall remain in effect for the retired manager's life and that of the retired manager's spouse/registered domestic partner or surviving spouse/registered domestic partner.

As described in this subsection, the City shall reimburse retired Executives and their spouses or registered domestic partners the Medicare Part B standard premium amount, as determined by the Centers of Medicare and Medicaid Services (CMS) on an annual basis. To initiate reimbursement, retirees must submit proof of payment of the Medicare Part B premiums to the Human Resources Department. If the Medicare Part B is deducted from social security, the retiree/spouse/domestic partner may submit a copy of the social security check, the Medicare Part B bill, or other relevant documentation. Reimbursements will be processed on a quarterly basis. This reimbursement shall remain in effect for the retired Executive's life and that of the retired Executive's spouse/registered domestic partner or surviving spouse/registered domestic partner.

**b. Executives hired on or after April 1, 2007** and who retire from the Marin County Employees' Retirement Association (MCERA) within 120 days of leaving their City of San Rafael position (and comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to continue in the City's group health insurance program. The City's contribution towards the coverage of retirees under this subsection (3.A.2.b) shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

On a monthly basis, the City shall make a longevity payment equivalent to the difference between the PEMHCA minimum contribution and the premium cost of coverage, up to \$600, for the retiree. The City shall not be responsible for making any contributions towards the cost of coverage of the retiree's spouse, registered domestic partner or retiree's dependents. The City's longevity contribution shall cease on the retired manager's death. The City shall not be responsible for reimbursing retired Executives and/or their spouses for any Medicare premiums paid by the retired manager and/or the retired manager's spouse or surviving spouse.

**c. Executives hired on or after January 1, 2009** and who retire from the Marin County Employees' Retirement Association (MCERA) within 120 days of leaving their City of San Rafael position (and comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to continue in the City's group health insurance program. The City's contribution towards the coverage of retirees under this subsection (3.A.2.c) shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis. The City shall

not be responsible for reimbursing retired Executives and/or their spouses for any Medicare premiums paid by the retired manager and/or the retired manager's spouse or surviving spouse.

The City shall additionally make available a retiree health care trust to enable these employees to prefund retiree health care premiums while employed by the City. The retiree health care trust shall be funded by the mandatory annual conversion of 50 hours of sick time in service on July 1 of each year, provided an employee has a remaining balance of 75 hours of sick leave after the conversion.

***B. LIFE INSURANCE***

The City shall provide a basic group life insurance plan in the amount of \$250,000 at no cost to the employee

***C. LONG-TERM DISABILITY INSURANCE***

The City shall provide long term disability (LTD) insurance, at no cost to the employee, with a benefit of two-thirds (2/3) of the employee's monthly salary, up to a maximum benefit of \$7,500 (reduced by any deductible benefits).

***D. DENTAL INSURANCE***

The City shall make available to employees an additional flex dollar allowance equal to \$113 per month to purchase dental coverage under the City's dental plan. The City shall pay dental premiums on behalf of the employee and eligible dependents.

***E. VISION PLAN***

The City will contract for and pay for a vision plan for "employee plus dependent" vision benefits.

***F. EMPLOYEE ASSISTANCE PLAN***

The City provides an Employee Assistance Program (EAP) with confidential personal counseling on work and family related issues such as eldercare, substance abuse, etc. Supervisors may also utilize the EAP to refer employees to counselors for work related assistance.

**4. RETIREMENT**

***A. EMPLOYER PAID MEMBER CONTRIBUTION (EPMC)***

Each Manager is responsible for paying the full cost of their employee contribution rate as established by the Marin County Employee Retirement Association.

Effective September 1, 2013, in accordance with MCERA and City administrative requirements, all Executive employees will pay an additional contribution of one percent (1%) of pensionable compensation toward the normal cost of pension provided by the Marin County Employees Retirement Association, in addition to the current employee contribution towards pension as determined by MCERA.

The only employees excluded from this payment are long-term City employees with thirty or more years of City service who no longer have to pay any employee contribution to the Marin County Retirement System.

***B. COLA***

Executives participating in the Marin County Employee Retirement Association will pay their full share of members' cost of living rates as allowed under Articles 6 and 6.8 of the 1937 Retirement Act.

Miscellaneous and safety member contribution rates include both the basic and COLA portions (currently 50% of the COLA is charged to members as defined in the 1937 Act).

**C. RETIREMENT PLAN**

The City shall provide the Marin County Employee Retirement Association 2.7% @55 retirement program to all miscellaneous Executives subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws. This is based on an employee's single highest year of compensation.

Employees hired on or after July 1, 2011 will receive an MCERA retirement benefit at the formula 2% at 55, calculated based on the average of their highest three years of compensation, in accordance with MCERA regulations. The annual pension adjustment shall be a maximum of 2% COLA. Minimum retirement age is 55.

Employees hired by the City on or after January 1, 2013 who are defined as "new members" of MCERA in accordance with the Public Employees' Pension Reform Act (PEPRA) of 2013, shall be enrolled in the MCERA 2% @ 62 plan for Miscellaneous members. The employee is responsible for paying the employee contribution of half of the total normal cost of the plan, as defined by MCERA, through a payroll deduction. Final compensation will be based upon the highest annual average compensation earnable during the thirty-six (36) consecutive months of employment immediately preceding the effective date of his or her retirement or some other period designated by the retiring employee.

**D. SERVICE CREDIT FOR SICK LEAVE**

Executives who are eligible to accrue sick leave and who retire from the City of San Rafael, on or after 07/01/95 and within 120 days of leaving City employment (excludes deferred retirements), shall receive employment service credit (incorporated from Resolution #9414, dated July 17, 1995), for retirement purposes only, for all hours of accrued, unused sick leave (exclusive of any sick leave hours they are eligible to receive and they elect to receive in compensation at the time of retirement, pursuant to Section 5-A of this Resolution).

This provision will no longer be available to Executives hired after June 30, 2009.

**E. EXECUTIVE MANAGEMENT ALLOWANCE**

As of September 16, 2015 the Executive Management Allowance of 4.59% was rolled into base pay for all Unrepresented Executive Management employees.

**5. LEAVES OF ABSENCE**

**A. SICK LEAVE**

Executives shall earn sick leave credits at the rate of one (1) working day per month commencing with the date of employment. Accrued sick leave may be used during their probationary period.

Executives who leave City service in good standing shall receive compensation (cash in) of all accumulated, unused sick leave based upon the rate of three percent (3%) for each year of service up to a maximum of fifty percent (50%) of their sick leave balance. In the event of the death of an employee, payment for unused sick leave (based upon the previously stated formula) shall be paid to the employee's designated beneficiary.

Executives may accrue unlimited sick leave for usage purposes. However, a maximum of one thousand, two hundred hours (1,200) accrual applies for cash-in purposes at the time of City separation.

Executives may use sick leave prior to completion of probation. In recognition of Executives' exempt status under FLSA, time off for sick leave purposes shall not be deducted from a Manager's sick leave accrual, unless the employee is absent for the full workday.

Use of sick leave for work-related injuries or illnesses shall not be required when it is determined by the treating physician that this status is permanent and stationary.

**B. VACATION LEAVE**

1. **Vacation Accrual** - Vacation is accrued when an employee is on pay status and is credited on a semi-monthly basis. Eligible employees accrue vacation at the following rate for continuous service performed in pay status:

<u>Years of service</u>	<u>Leave Accrual rate/yearly</u>
1-5 years	15 days
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years	20 days
11 years	21 days
12 years	22 days
13 years	23 days
14 years	24 days
15 plus years	25 days

In recognition of Executives' exempt status under FLSA, time off for vacation leave purposes shall not be deducted from a Manager's vacation accrual unless the employee is absent for the full workday.

2. **Administration of Vacation Leave**

The City Manager may advance vacation leave to a Manager; prior approval is required. Executives may accrue a maximum of 250 hours of vacation. Vacation leave accrual shall resume once the employee's accumulated vacation leave balance falls below the accrual limit of 250 hours. Executives who terminate their employment shall be paid in a lump sum for all accrued vacation leave earned prior to the date of termination. Executives may not utilize accrued vacation, administrative leave time, or personal leave time to extend their retirement date and service credit at the end of their city service. The vacation accrual may be increased to a maximum of 300 hours at the discretion of the City Manager.

3. **Annual Option for Payment of Accrued Vacation Leave**

A Manager who has taken at least ten (10) days of vacation in the preceding twelve (12) months, may request that his/her accrued vacation, not to exceed fifty-two and 1/2 (52.5) hours, be paid to him/her in cash. The request may be granted at the discretion of the City Manager.

Executives may not cash-in more than fifty-two and 1/2 (52.5) hours within any twelve (12) month period.

**C. ADMINISTRATIVE LEAVE**

Executives shall receive ten (10) Administrative Leave days (75 hours) each calendar year subject to the approval of the City Manager. An additional three (3) days may be granted at the discretion and with approval of the City Manager. Unused Administrative Leave shall not carry over from one calendar year to the next, nor shall unused Administrative Leave balances be paid to a Manager upon his/her resignation.

In recognition of exempt status under FLSA time off for Administrative leave purposes shall not be deducted from a Manager's administrative leave accrual, unless the employee is absent for the full workday.

**D. HOLIDAYS**

City shall provide eleven designated holidays and two floating holidays per calendar year to Executives. The hours for the floating holidays are automatically added to an employees' vacation accrual on a semi-annual basis.

**E. BEREAVEMENT LEAVE**

In the event of the death of a Manager's spouse, child, parent, brother, sister, in-law(s), relative who lives or has lived in the home of the employee, and/or another individual who has a legal familial relationship to the employee and resided in the employee's household, the City shall provide bereavement leave up to a maximum of three (3) days within the state and five (5) days out-of-state.

**F. CATASTROPHIC LEAVE**

All Executives shall abide by the City's Catastrophic Leave Policy.

**6. EMPLOYMENT TERMS**

**A. HOURS OF WORK**

The WORK WEEK will reflect thirty-seven and one-half (37.5) hours for all represented job classes. Unless otherwise designated, the normal business hours for vacation, sick and administrative leave deduction and sick and administrative leave accrual purposes for Executives shall be 7.5 hours per day.

**B. DRUG FREE WORK PLACE**

All Executives shall abide by the City's Drug and Alcohol Policy.

**C. FURLOUGH PLAN**

Executives endorse the Furlough Program described in Exhibit B.

**D. PAY FOR PERFORMANCE EVALUATION SYSTEM**

Executives shall be evaluated annually based upon the evaluation program adopted by the City Council in October of 1996 and incorporated by reference herein.

**E. OUTSIDE EMPLOYMENT**

All Executives shall abide by the City's Outside Employment Policy.

**F. GYM REIMBURSEMENT**

Employees are eligible to receive up to \$16.50 per month reimbursement for paid gym memberships. Such reimbursement shall be reported as taxable income to the employee.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City held on the 2<sup>nd</sup> day of July 2018 by the following vote, to wit:

**AYES: COUNCILMEMBERS: Bushey, Colin, Gamblin, McCullough & Mayor Phillips**

**NOES: COUNCILMEMBERS: None**

**ABSENT: COUNCILMEMBERS: None**

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**LINDSAY LARA, CITY CLERK**



**SAN RAFAEL UNREPRESENTED EXECUTIVE MANAGEMENT  
SALARY SCHEDULE  
Effective July 1, 2018**

Grade	Position	A	B	C	D	E
2501	Assistant City Attorney	\$ 11,068	\$ 11,621	\$ 12,202	\$ 12,812	\$ 13,453
2001	Assistant City Manager	\$ 13,092	\$ 13,747	\$ 14,434	\$ 15,156	\$ 15,914
2300	Community Development Director	\$ 12,772	\$ 13,411	\$ 14,082	\$ 14,786	\$ 15,525
8101	Community Services Director	\$ 11,051	\$ 11,604	\$ 12,184	\$ 12,793	\$ 13,433
2801	Director of Economic Development & Innovation	\$ 11,574	\$ 12,152	\$ 12,760	\$ 13,398	\$ 14,068
2205	District Manager/Engineer (SRSD)	\$ 11,574	\$ 12,152	\$ 12,760	\$ 13,398	\$ 14,068
2140	Finance Director	\$ 11,574	\$ 12,152	\$ 12,760	\$ 13,398	\$ 14,068
7101	Fire Chief	\$ 12,772	\$ 13,411	\$ 14,082	\$ 14,786	\$ 15,525
1106	Human Resources Director	\$ 11,574	\$ 12,152	\$ 12,760	\$ 13,398	\$ 14,068
2401	Library Director	\$ 10,738	\$ 11,275	\$ 11,839	\$ 12,431	\$ 13,052
6101	Police Chief	\$ 12,772	\$ 13,411	\$ 14,082	\$ 14,786	\$ 15,525
2201	Public Works Director	\$ 12,772	\$ 13,411	\$ 14,082	\$ 14,786	\$ 15,525

Position	Monthly Salary
City Manager (Appointed)	\$ 19,300

*The City Manager is appointed by the City Council and is not subject to the terms and conditions of the Management Resolution*

**SAN RAFAEL UNREPRESENTED EXECUTIVE MANAGEMENT  
SALARY SCHEDULE  
Effective July 1, 2019**

Grade	Position	A	B	C	D	E
2501	Assistant City Attorney	\$ 11,289	\$ 11,854	\$ 12,446	\$ 13,069	\$ 13,722
2001	Assistant City Manager	\$ 13,354	\$ 14,022	\$ 14,723	\$ 15,459	\$ 16,232
2300	Community Development Director	\$ 13,028	\$ 13,679	\$ 14,363	\$ 15,081	\$ 15,836
8101	Community Services Director	\$ 11,272	\$ 11,836	\$ 12,428	\$ 13,049	\$ 13,702
2801	Director of Economic Development & Innovation	\$ 11,805	\$ 12,395	\$ 13,015	\$ 13,666	\$ 14,349
2205	District Manager/Engineer (SRSD)	\$ 11,805	\$ 12,395	\$ 13,015	\$ 13,666	\$ 14,349
2140	Finance Director	\$ 11,805	\$ 12,395	\$ 13,015	\$ 13,666	\$ 14,349
7101	Fire Chief	\$ 13,028	\$ 13,679	\$ 14,363	\$ 15,081	\$ 15,836
1106	Human Resources Director	\$ 11,805	\$ 12,395	\$ 13,015	\$ 13,666	\$ 14,349
2401	Library Director	\$ 10,953	\$ 11,500	\$ 12,075	\$ 12,679	\$ 13,313
6101	Police Chief	\$ 13,028	\$ 13,679	\$ 14,363	\$ 15,081	\$ 15,836
2201	Public Works Director	\$ 13,028	\$ 13,679	\$ 14,363	\$ 15,081	\$ 15,836

Position	Monthly Salary
City Manager (Appointed)	\$ 19,686

*The City Manager is appointed by the City Council and is not subject to the terms and conditions of the Management Resolution*

**EXECUTIVE MANAGEMENT SALARY RESOLUTION**  
**EXHIBIT "B"**

**FURLOUGH PROGRAM**

Both the City of San Rafael and the Management Group employees recognize the current economic condition of the State of California and the City of San Rafael. Through this recognition and in a cooperative spirit the City of San Rafael and these employees have worked expeditiously on the development of a Furlough Program. This does not mean the City will necessarily implement furloughs; but in the event it is necessary to implement due to continued economic problems in the City of San Rafael the procedures for this Furlough Program shall provide for both Voluntary Time Off (herein described as VTO) and Mandatory Time Off (herein described as MTO).

**Voluntary Time Off (VTO).**

The needs of the City and the respective departments (as determined by the Department Director and City Manager) will need to be considered in the actual granting of VTO. Any VTO time granted and the resulting savings will have a corresponding impact on the time needed through MTO.

1. An employee's VTO time would count in determining how many hours of MTO an employee needed to take during the fiscal year.
2. Employees who take VTO at a time other than when MTO is taken by other employees will have to take vacation leave, compensatory time off or leave without pay if the MTO results in the closure of the department.

**Mandatory Time Off (MTO).**

The City will attempt to schedule MTO time in blocks of days (between Christmas and New Years) or individual days next to scheduled holidays and/or weekends.

1. Employees may not take paid vacation time in lieu of designated MTO time.
2. For retirement calculation purposes of the MTO, the City shall follow the policies and procedures of the Marin County Employees' Retirement Association (MCERA) at the time of the furlough.
3. Any employee who notifies the City no later than 07/30/11 of their retirement date and retires from the City during FY 11-12 shall be exempted from the MTO requirements. If said employee did not retire during FY 11-12 as stated, said employee would be docked in pay an amount equivalent to the number of MTO hours taken by other represented employees.
4. MTO time shall apply toward time in service for step increases, completion of probation, and related service credit subject to the policies and procedures of the Marin County Employees' Retirement Association (MCERA).

**Other Terms and Conditions.**

1. The MTO salary reduction shall be limited to a maximum five percent (5%) reduction in work hours/pay for the fiscal year. When the maximum MTO reduction (5%) is implemented, the involved employee shall be credited with three (3) days of float time.
2. Float Time accrued through the MTO Program must be taken in the fiscal year following the furlough, with supervisory approval, or the leave will be forfeited. The float days have no cash value upon termination of employment.
3. Should the City experience a financial windfall during the fiscal year that furloughs are implemented, the City agrees to re-open discussions on this Furlough Program.
4. The VTO/MTO salary reduction is intended to be permanent for the term of this contract.



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: Human Resources

Prepared by: Stacey Peterson, HR Director

City Manager Approval:

**TOPIC: AMENDED COMPENSATION FOR THE ELECTED CITY CLERK AND ELECTED PART-TIME CITY ATTORNEY**

**SUBJECT: DISCUSSION AND CONSIDERATION OF AN AMENDED RESOLUTION PERTAINING TO COMPENSATION AND WORKING CONDITIONS FOR THE ELECTED CITY CLERK AND ELECTED PART-TIME CITY ATTORNEY (JULY 1, 2018 THROUGH JUNE 30, 2020)**

**RECOMMENDATION:** Direct staff to return with a final Resolution for approval

**BACKGROUND:**

The current elected City Clerk and elected part-time City Attorney resolution #14541 was approved on July 2, 2018. Traditionally, the City has modeled its compensation increases for the unrepresented groups on the increases provided to the non-safety bargaining groups, including SEIU, Local 1, and WCE. Similar to the non-safety groups, the elected City Clerk and elected part-time City Attorney were provided a 2% base wage increase for Fiscal Year (FY) 18/19 and FY 19/20 on July 2, 2018. This proposed amended salary resolution does not affect the salary increase approved by Resolution No. 14541.

In addition to the base wage increase previously approved, the non-safety bargaining groups were also provided a one-time, non-pensionable payment of \$4,000. These one-time payments for Local 1 & WCE were agreed to in exchange for changing their 3% health insurance inflator to tie to the Kaiser Bay Area Premium rate (from CPI), in addition to other changes to their health and welfare plan. The City is now requesting the same one-time payments for the elected City Clerk and elected part-time City Attorney. In exchange for the \$4,000 one-time payment, the elected City Clerk and elected part-time City Attorney Resolution will be amended to tie their health inflator to the Kaiser Bay Area Premium rate increase up to a maximum of 3% each year. Their health inflator is currently tied to CPI not to exceed 3% for any given year. In addition, the amended draft resolution has been updated to reflect the 2% base wage increase to the City Clerk five step range approved on January 16, 2018, to correctly specify the newly established salary range for July 1, 2018 and July 1, 2019.

**ANALYSIS:**

The following reflects highlights of the recommended resolution revisions and is consistent with the guidelines authorized by the City Council.

1. **Term of the Resolution:** July 1, 2018 through June 30, 2020.

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**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**

**2. One-Time Payment:**

The following one-time payment is limited to the two year term of this resolution and is not scheduled to recur in the future:

Job classes in this unrepresented elected City Clerk and elected part-time City Attorney will receive a one-time, non-pensionable payment of \$4,000 to revise the salary resolution section 2.a. to tie the 3% health inflator to the Kaiser Bay Area Premium rate increase up to a maximum of 3% each year.

The \$4,000 payment will be split as follows: \$2,000 will be paid as a separate check on September 14, 2018 or with the pay period upon approval by the City Council, whichever occurs later, and \$2,000 will be paid with the first pay period in July 2019. This payment will not contribute to Classic or PEPRA employees' pensions and is subject to normal payroll taxation.

**3. Update to City Clerk Salary Range:** The 2% base wage increase in the City Clerk five step range approved on January 16, 2018 is updated to correctly specify the newly established salary range for July 1, 2018, and July 1, 2019.

The attached redline resolution includes all of the recommended changes.

**FISCAL IMPACT:**

On July 2, 2018, Council approved a projected cumulative total salary and benefit cost increase of \$21,200 for the two-year term of the resolution. There is no budget impact from the correction to the salary range of the City Clerk as the 2 percent salary increase was included in the projected total cost in the original resolution approved on July 2, 2018.

The cost of the one-time payments proposed by this amended resolution is \$8,000. These one-time payments will not contribute to employee pension costs. The increase in compensation included in this resolution is in line with the City's current budget projections, and is within the current salary growth assumptions used by MCERA in the most recent actuarial valuation which is used to establish pension contribution rates and measure pension liabilities. Funding for these positions is provided for in the City's General Fund.

**OPTIONS:**

The City Council has the following options to consider in this matter:

- Direct staff to return at the next meeting with a resolution seeking approval of the amended compensation and working conditions for the elected City Clerk and elected part-time City Attorney.
- Direct staff to return with more information.

**RECOMMENDED ACTION:**

Staff recommends that the City Council take public comments and direct staff to return at the next meeting with a final resolution seeking approval of the amended compensation and working conditions for the elected City Clerk and elected part-time City Attorney (July 1, 2018 through June 30, 2020).

**ATTACHMENTS:**

- Draft amended resolution specifying the compensation and working conditions for the elected City Clerk and elected part-time City Attorney (July 1, 2018 to June 30, 2020)

**RESOLUTION NO. ~~14541~~**

**AMENDED RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL ESTABLISHING  
THE COMPENSATION AND WORKING CONDITIONS FOR THE ELECTED CITY CLERK AND  
ELECTED PART TIME CITY ATTORNEY (JULY 1, 2018 THROUGH JUNE 30, 2020)**

This Resolution shall constitute the amended compensation and conditions of employment for the elected City Clerk and elected part-time City Attorney for the period from July 1, 2018 through June 30, 2020.

**1. SALARY**

**a) Salary Increase**

Effective the pay period including July 1, 2018 and July 1, 2019, or upon approval by the City Council, whichever is latest, the City shall provide a 2.0% increase to the salary for the City Clerk and City Attorney in accordance with the charts below.

~~Effective the pay period including July 1, 2019, the City will provide a 2.0% increase to the salary for the City Clerk and City Attorney in accordance with the chart below.~~

**MONTHLY SALARY**

<b>Effective Date</b>	<b>City Attorney</b>	<b>City Clerk</b>
July 1, 2018	\$10,759	\$10,374
July 1, 2019	\$10,974	\$10,582

Effective January 16, 2018, the City Clerk monthly salary schedule shall consist of five salary steps:

<b>Step</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
City Clerk	\$ 8,535368	\$ 8,962786	\$ 9,449225	\$ 9,884687	\$10,582171

Effective July 1, 2018, the City Clerk monthly salary schedule shall be as follows:

<b>Step</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
City Clerk	\$ 8,535	\$ 8,961	\$ 9,410	\$ 9,881	\$10,375

Effective July 1, 2019, the City Clerk monthly salary schedule shall be as follows:

<b>Step</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
City Clerk	\$ 8,706	\$ 9,141	\$ 9,598	\$ 10,079	\$10,582

b)–

**b) One-Time Payment:**

The following one-time payment is limited to the two–year term of this resolution and is not scheduled to recur in the future:

Job classes in this unrepresented elected City Clerk and elected part-time City Attorney will receive a one-time, non-pensionable payment of \$4,000 to revise the salary resolution section 2.a. to tie the 3% health inflator to the Kaiser Bay Area Premium rate increase up to a maximum of 3% each year.

The \$4,000 payment will be split as follows: \$2,000 will be paid as a separate check on September 14 or with the pay period upon approval by the City Council, whichever occurs later, and \$2,000 will be paid with the first pay period in July 2019. This payment will not contribute to Classic or PEPRA employees' pensions and is subject to normal payroll taxation.

**c) Car Allowance**

An incumbent who holds the City Clerk's office is eligible to receive a monthly car allowance of \$350.

**2. INSURANCE**

**a) Health Insurance:** Effective January 1, 2009, the City implemented a full flex cafeteria plan for active employees, in accordance with IRS Code Section 125. Active employees participating in the City's full flex cafeteria plan, including the City Clerk and City Attorney, shall receive a monthly flex dollar allowance to purchase benefits under the full flex cafeteria plan.

The monthly flex dollar allowance effective the paycheck of December 15, 2017 shall be:

For employee only:	\$ 653.61
For employee and one dependent:	\$1,307.20
For employee and two or more dependents:	\$1,699.38

~~Flex dollar allowances shall increase on the December 15th paycheck of each subsequent year by up to a maximum of three percent (3%) on an annual basis, based on but not to exceed the Kaiser Bay Area premium rate increase for the upcoming calendar year. Flex dollar allowances shall increase on the December 15<sup>th</sup> paycheck of each subsequent year by the healthcare component of the Consumer Price Index (CPI) as determined by CalPERS on an annual basis. The increase to flex dollar allowances shall not exceed 3% for any given year.~~

The City shall contribute to the cost of medical coverage for each eligible employee and his/her dependents, an amount not to exceed the California Public Employees' Medical and Hospital Care Act (PEMHCA) contribution, as determined by CalPERS on an annual basis. This portion of the monthly flex dollar allowance is identified as the City's contribution towards PEMHCA. The balance of the monthly flex dollar allowance (after the PEMHCA minimum contribution) may be used in accordance with the terms of the cafeteria plan to purchase health benefits or may be converted to taxable income.

**Conditional Opt-Out Payment:** An employee may elect to waive the City's health insurance coverage and receive the value of the Employee Only contribution as a monthly Opt-Out payment in accordance with the terms of the cafeteria plan, and the Affordable Care Act, if the employee complies with the following conditions:

- 1) The employee certifies that the employee and all individuals in the employee's tax family for whom coverage is waived, have alternative Minimum Essential Coverage as defined by the

Patient Protection and Affordable Care Act through a provider other than a federal marketplace, a state exchange, or an individual policy.

- 2) During the City's annual open enrollment period, the employee must complete an annual written attestation confirming that the employee and the other members of the employee's tax family are enrolled in alternative Minimum Essential Coverage. The employee agrees to notify the City no later than 30 days if the employee or other member(s) of the employee's tax family lose coverage under the alternative Minimum Essential Coverage Plan.
- 3) The employee understands that the City is legally required to immediately stop conditional opt-out payments if the City learns that the employee and/or members of the employee's family do not have the alternative Minimal Essential Coverage.

The City reserves the right to modify at any time, the amount an employee is eligible to receive under this paragraph, if required by IRS Cafeteria Plan regulations, other legislation or Federal and/or California agency guidance.

**Miscellaneous Allowance for Employees hired on or before January 1, 2009:**

The City shall pay to employees hired on or before January 1, 2009 a miscellaneous allowance in an amount equivalent to the difference between the employee's benefit election for coverage under PEMHCA and their flex dollar allowance, if their benefit election under PEMHCA exceeds their flex dollar allowance. The miscellaneous allowance shall be treated as income. An employee may use the miscellaneous allowance to pay for health coverage on a pre-tax basis as defined under the City's Cafeteria plan.

**b) Health Insurance for Retirees**

**i) Elected or Appointed officials placed into office prior to April 1, 2007** and who retire from the Marin County Employees' Retirement Association (MCERA) within 120 days of leaving their City of San Rafael elected position of City Clerk or City Attorney (and who comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to continue in the City's group health insurance program and receive the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

**Longevity Payments:** The City shall make a longevity payment equivalent to the difference between the PEMHCA minimum contribution and the premium cost of coverage for the retiree, the retiree's spouse/registered domestic partner and/or qualified dependent children (as defined by PEMHCA) capped at the contribution the City makes towards the health coverage of an active City Attorney or City Clerk. The City's longevity contribution shall remain in effect during the lifetime of the retired City Attorney and City Clerk and their spouse/registered domestic partner or surviving spouse/registered domestic partner.

As described in this subsection, the City shall reimburse retired elected or appointed officials and their spouses or registered domestic partners the Medicare Part B standard premium amount, as determined by the Centers of Medicare and Medicaid Services (CMS) on an annual basis. To initiate reimbursement, retirees must submit proof of payment of the Medicare Part B premiums to the Human Resources Department. If the Medicare Part B is deducted from social security, the retiree/spouse/domestic partner may submit a copy of the social security check, the Medicare Part B bill, or other relevant documentation. Reimbursements will be processed on a quarterly basis. This reimbursement shall remain in effect for the retired elected or appointed official's life and that of the retired elected or appointed officials spouse/registered domestic partner or surviving spouse/registered domestic partner.

**ii) Elected or Appointed officials placed into office on or after April 1, 2007** and who retire from the Marin County Employees Retirement Association (MCERA) within 120 days of leaving their City of San Rafael elected position of City Clerk or City Attorney (and comply with the



appropriate retirement provisions under the MCERA laws and regulations) are eligible to continue in the City's group health insurance program. The City's contribution towards the coverage of retirees under this subsection shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

**Longevity Payments:** The City shall make a longevity payment equivalent to the difference between the PEMHCA minimum contribution and the premium cost of coverage, up to \$600, for the retiree. The City shall not be responsible for making any contributions towards the cost of coverage of the retiree's spouse, registered domestic partner or dependents. The City's longevity contribution shall cease upon the retired City Attorney or City Clerk's death.

**iii) Elected or Appointed officials placed into office on or after January 1, 2009**

Elected or Appointed officials placed into office on or after January 1, 2009, and who retire from the Marin County Employees Retirement Association (MCERA) within 120 days of leaving their City of San Rafael position (and comply with the appropriate retirement provisions under the MCERS laws and regulations) are eligible to continue in the City's group health insurance program. The City's contribution towards the coverage of retirees under this subsection shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

- c) **Life Insurance.** The City shall provide a basic group life insurance plan in the amount of \$250,000 at no cost to the employee.
- d) **Disability Insurance.** The City shall provide long term disability (LTD) insurance, at no cost to the City Clerk/City Attorney, with a benefit of two-thirds (2/3) of their respective monthly salaries, up to a maximum benefit of \$7500 (reduced by any deductible benefits).
- e) **Dental Insurance.** The City shall make available to all employees an additional flex dollar allowance equal to \$113 per month to purchase dental coverage under the City's dental plan. The City shall pay dental premiums on behalf of the City Clerk/City Attorney and eligible dependents.
- f) **Vision Plan.** The City will contract for and pay for a vision plan for "employee plus dependent" vision benefits.
- g) **Gym Reimbursement.** The City Clerk and City Attorney are eligible to receive up to \$16.50 per month reimbursement for paid gym memberships. Such reimbursement shall be reported as taxable income to the employee.

**3) RETIREMENT**

- a) **Retirement Plan.** The City shall provide the Marin County Employee Retirement Association 2.7% @ 55 retirement program to the City Clerk and City Attorney, subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws. This is based on an employee's single highest year of compensation.

Employees hired on or after July 1, 2011 will receive an MCERA retirement benefit at the formula 2% at 55, calculated based on the average of their three highest years of compensation, in accordance with MCERA regulations. The annual pension adjustment shall be a maximum of 2% COLA. Minimum retirement age is 55.

Employees hired by the City on or after January 1, 2013 who are defined as "new members" of MCERA in accordance with the Public Employees' Pension Reform Act (PEPRA) of 2013, shall be enrolled in the MCERA 2% @ 62 plan for Miscellaneous members. The employee is responsible for paying the employee contribution of half of the total normal cost of the plan, as defined by MCERA, through a payroll deduction. Final compensation will be based upon the highest annual

average compensation earnable during the thirty-six (36) consecutive months of employment immediately preceding the effective date of his or her retirement or some other period designated by the retiring employee.

**b) Employer Paid Member Contribution (EPMC).** The City Clerk and City Attorney are responsible for the full cost of their own employee contribution rate as established by MCERA.

Effective September 1, 2013, in accordance with MCERA and City administrative requirements, the City Attorney and City Clerk will pay an additional contribution of one percent (1%) of pensionable compensation toward the normal cost of pension provided by the Marin County Employees Retirement Association, in addition to the current employee contribution towards pension as determined by MCERA. The only employees excluded from this payment are long-term City employees with thirty or more years of City service who no longer have to pay any employee contribution to the Marin County Retirement System.

**c) COLA.** Participating members in the Marin County Employee Retirement Association will pay their full share of members' cost of living rates as allowed under Articles 6 and 6.8 of the 1937 Retirement Act. Miscellaneous and safety member contribution rates include both the basic and COLA portions (currently 50% of the COLA is charged to members as defined in the 1937 Act).

**d) Management Allowance.** As of September 16, 2015 the Management Allowance of 4.59% was rolled into base pay for the City Clerk and City Attorney.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City the 2<sup>nd</sup> 6<sup>th</sup> day of July August 2018 by the following vote, to wit:

AYES:	COUNCILMEMBERS:	Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES:	COUNCILMEMBERS:	None
ABSENT:	COUNCILMEMBERS:	None

\_\_\_\_\_  
LINDSAY LARA, CITY CLERK



Agenda Item No: SA 1.a  
Meeting Date: August 6, 2018

**SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY  
AGENDA REPORT**

Department: Finance Department

Prepared by: Nadine Hade  
Interim Finance Director

City Manager Approval: 

**TOPIC: QUARTERLY INVESTMENT REPORT**

**SUBJECT: ACCEPTANCE OF SUCCESSOR AGENCY QUARTERLY INVESTMENT REPORT**

**RECOMMENDATION:** Accept investment report for the quarter ending June 30, 2018, as presented.

**BACKGROUND:** Pursuant to the State of California Government Code Section 53601 and the City's investment policy, last approved by the City Council on June 18, 2018, staff provides the governing body a quarterly report on the Successor Agency's investment activities and liquidity.

**ANALYSIS:** The Successor Agency checking account had a balance of \$714,354 at quarter-end. These funds were available for the administration of the activities of the Agency, as well as for approved agency commitments.

**FISCAL IMPACT:** There is no fiscal impact associated with this item.

**RECOMENDATION:** Accept investment report for the quarter ending June 30, 2018, as presented.

**ATTACHMENT:**

1. Successor Agency Cash & Investment Report April through June30, 2018

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**FOR CITY CLERK ONLY**

File No.: \_\_\_\_\_

Council Meeting: \_\_\_\_\_

Disposition: \_\_\_\_\_

**TREASURER'S CERTIFICATION**

I CERTIFY THAT ALL INVESTMENTS MADE ARE IN CONFORMANCE WITH SUCCESSOR AGENCY'S APPROVED INVESTMENT POLICY AND STATE INVESTMENT REGULATIONS. THE SUCCESSOR AGENCY HAS SUFFICIENT LIQUIDITY TO MEET ALL OF THE OBLIGATIONS REQUIRED DURING THE NEXT SIX-MONTH PERIOD, SUBJECT TO OVERSIGHT BOARD APPROVAL OF OBLIGATIONS AND THE SUBSEQUENT TIMELY COUNTY DISBURSEMENT OF FUNDS.

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NADINE HADE  
INTERIM FINANCE DIRECTOR

# SUCCESSOR AGENCY TO SAN RAFAEL REDEVELOPMENT AGENCY

CASH and INVESTMENTS  
 QUARTER ENDED 6/30/2018

ISSUER	PURCHASE TYPE	PURCHASE DATE	MATURITY DATE	YIELD	PURCHASE PRICE	PAR VALUE	MARKET VALUE	Days to Maturity	% OF TOTAL	AS OF
<u>CASH ACCOUNTS:</u>										
WESTAMERICA	DD	N/A	N/A		\$ 264,411.39	\$ 264,411.39	\$ 264,411.39	1	100.00%	4/30/2018
WESTAMERICA	DD	N/A	N/A		\$ 264,411.39	\$ 264,411.39	\$ 264,411.39	1	100.00%	5/31/2018
WESTAMERICA	DD	N/A	N/A		\$ 714,354.39	\$ 714,354.39	\$ 714,354.39	1	100.00%	6/30/2018
<b>TOTAL INVESTMENTS</b>					\$ -	\$ -	\$ -			
<b>TOTAL CASH &amp; INVESTMENTS - QUARTER-END BALANCE</b>					\$ 714,354.39	\$ 714,354.39	\$ 714,354.39		300.00%	

% Portfolio held 1 year or less

100%
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**TYPE:**  
 DD - Demand Deposit