



City of Stockton

City Council/Successor
Agency of the
Redevelopment
Agency/Public Financing
Authority Concurrent
Agenda

Meeting Agenda - Final

City Council/Successor Agency to the Redevelopment Agency/Public Financing Authority Concurrent

Anthony Silva, Mayor/Chair

Paul Canepa, Vice Mayor/Vice Chair (District 3)

Elbert H. Holman Jr. (District 1)

Katherine M. Miller (District 2)

Moses Zapien (District 4)

Dyane Burgos Medina (District 5)

Michael D. Tubbs (District 6)

Tuesday, August 12, 2014

4:00 PM

Council Chamber, City Hall, 425 N. El Dorado
Street, Stockton CA

Closed Session 4:00 | Regular Session 5:30

1. CLOSED SESSION CALL TO ORDER/ROLL CALL

2. ADDITIONS TO CLOSED SESSION AGENDA

3. ANNOUNCEMENT OF CLOSED SESSION

3.1 14-0821 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Number of Cases: Four

Name of Case: Wells Fargo Bank v. City of Stockton (San Joaquin
County Superior Court Case No. 39-2012-00277662)

Name of Case: Wells Fargo Bank, National Association, as Indenture
Trustee v. City of Stockton (San Joaquin County Superior Court Case
No. 39-2012-00280741)

Name of Case: In re City of Stockton, California - Debtor (United States
Bankruptcy Court, Eastern District of California Case No. 2012-32118)

Name of Case: Richard Price, et al. v. City of Stockton, Redevelopment
Agency, et al. (United States District Court, Eastern District Case No.
CIV.S-02-0065 LKK JFM)

This Closed Session is authorized pursuant to Section 54956.9(a) of the
Government Code.

Department: City Attorney

3.2 14-0824 CONFERENCE WITH LABOR NEGOTIATOR

Agency Designated Representative: City Manager Kurt Wilson

Employee Organizations: Unrepresented Units, Stockton City
Employees' Association, Operating Engineer's Local 3,
Mid-Management/Supervisory Level Unit, Unrepresented
Management/Confidential, Law Department, Stockton Police
Management Association, Stockton Firefighters Local 456 International
Association of Firefighters, Stockton Fire Management, Stockton Police
Officers' Association (SPOA)

This Closed Session is authorized pursuant to Section 54957.6(a) of the
Government Code.

Department: City Attorney

3.3 14-0953 PUBLIC EMPLOYEE PERFORMANCE EVALUATION:

City Manager

This Closed Session is authorized pursuant to Government Code
Section 54957.

Department: City Manager

- 4. PUBLIC COMMENT***
- 5. RECESS TO CLOSED SESSION**
- 6. REGULAR SESSION CALL TO ORDER/ROLL CALL**
- 7. INVOCATION/PLEDGE TO FLAG**
- 8. REPORT OF ACTION TAKEN IN CLOSED SESSION**
- 9. ADDITIONS TO REGULAR SESSION AGENDA****
- 10. PROCLAMATIONS, COMMENDATIONS, OR INVITATIONS**
- 11. CITIZENS' COMMENTS, ANNOUNCEMENTS, OR INVITATIONS***
- 12. CONSENT AGENDA**
- 12.1 14-0767 PURCHASE OF ANCILLARY EQUIPMENT**

Recommended Action: RECOMMENDATION

It is recommended that City Council adopt a resolution appropriating additional revenue and expenditure budget in the amount of \$77,500 in the Police Grants and Special Programs Fund Fiscal Year 2014-15 Budget, authorizing the purchase of rifles and other ancillary equipment for use by Police Department personnel from the vendors specified.

Department: Police

Attachments: [Attachment A - Safety Committee Rifle Recommendation](#)
[Attachment B - Stockton Police Foundation Letter](#)
[Proposed Resolution - Police Foundation Budget for Rifles](#)

12.2 14-0831 AWARD A CONSTRUCTION CONTRACT TO SIEMENS INDUSTRY, INC. FOR THE CESAR CHAVEZ LIBRARY HEATING, VENTILATING, AND AIR CONDITIONING (HVAC) CONTROLS (PROJECT NO. 11-24)

Recommended Action: RECOMMENDATION

It is recommended that the City Council approve a motion to adopt the plans and specifications, and authorize the City Manager to execute a Construction Contract to the lowest responsible bidder, Siemens Industry, Inc. of West Sacramento, CA, in the amount of \$215,000 for the Cesar Chavez Library Heating, Ventilating, and Air Conditioning (HVAC) Controls (Project No. 11-24).

It is further recommended that the motion authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.

Department: Public Works

Attachments: [Attachment A - Vicinity Map - Cesar Chavez Library HVAC Controls - 11-24](#)
[Attachment B - Contract - Siemens Industry Inc](#)

12.3 14-0835 AUTHORIZATION OF ANNUAL SERVICE AGREEMENT WITH SAN JOAQUIN PARTNERSHIP TO ASSIST WITH ECONOMIC DEVELOPMENT ACTIVITIES

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a resolution approving findings and authorizing the City Manager to execute a 12-month service agreement in the amount of \$76,500 for fiscal year 2014-15 with the San Joaquin Partnership pursuant to the prescribed scope of services.

Department: Economic Development

Attachments: [Attachment A - 2014 Objectives](#)
[Attachment B -San Joaquin Partnership's 2013-14 Annual Report](#)
[Attachment C - Quarterly Report](#)
[Proposed Resolution - SJP](#)
[Exhibit 1 - SJP Contract FY14-15](#)

**12.4 14-0850 APPROVE AN AMENDMENT TO PROFESSIONAL SERVICES
MASTER CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC.
FOR THE MARCH LANE ADAPTIVE TRAFFIC CONTROL SYSTEM
(PROJECT NO. 13-12/FEDERAL PROJECT NO. CML-5008(127))**

Recommended Action: RECOMMENDATION

It is recommended that the City Council approve a motion authorizing the City Manager to execute an Amendment to Professional Services Master Contract with Kimley-Horn and Associates, Inc., in the amount of \$99,899, for design services for the March Lane Adaptive Traffic Control System (Project No. 13-12/Federal Project No. CML-5008(127)).

It is further recommended that the motion authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.

Department: Public Works

Attachments: [Attachment A - Map - March Lane Adaptive Traffic Control](#)
[Attachment B - Amendment to Professional Services Master Contract Kimley-Hc](#)

**12.5 14-0856 LEASE OF EXCESS LAND - DELTA WATER SUPPLY PROJECT
(DWSP) SITE**

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a resolution:

1. Authorizing a lease agreement for the lease of excess land located at the Delta Water Supply Project (DWSP) site; and
2. Authorizing the City Manager to take any and all necessary and appropriate steps to carry out the purpose and intent of this resolution.

Department: Economic Development

Attachments: [Attachment A - Resolution No. 05-0493](#)
[Attachment B - Vicinity Map](#)
[Attachment C - Aerial Map](#)
[Attachment D - Site Map](#)
[Proposed Resolution - DWSP Farm Easement Lease](#)
[Exhibit 1 - Roy Yates Lease Agreement](#)

12.6 14-0916 APPROVAL OF CITY COUNCIL MINUTES

Approve City Council minutes from the May 27, 2014 and May 28, 2014 Special City Council Budget Study Session meetings and the June 24, 2014 regular City Council meeting.

Department: City Clerk

Attachments: [2014-05-27 Special City Council Study Session Minutes - Budget](#)
[2014-05-28 Special City Council Study Session Minutes - Budget](#)
[2014-06-24 City Council Minutes](#)

12.7 14-0926 APPROVE THE MAYOR'S YOUTH COMMISSION'S "TURN UP AT THE POINT" SPECIAL EVENT AS A CITY PRODUCED EVENT

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a motion to approve the Mayor's Youth Commission's "Turn Up at the Point" special event as a City event and authorize expenditures in support of this event in an amount not to exceed \$6,000 to be allocated from the City Council Strategic Priorities funding. It is further recommended that this motion also authorize the City Manager to take other action that is necessary to carry out the intent of the motion, including entering into contracts and carrying out financial transactions in support of the event.

Department: City Manager

12.8 14-0933 APPROVE FINDINGS JUSTIFYING AN EXCEPTION TO THE COMPETITIVE BIDDING PROCESS TO ALLOW SMG TO ENTER INTO A CONTRACT WITH AMERICAN CHILLER SERVICE FOR THE REPAIR OF THE HVAC AT THE STOCKTON ARENA

Recommended Action: RECOMMENDATION

It is recommended that the City Council approve by motion findings for an exception to the competitive bidding process to allow SMG to enter into a contract with American Chiller Services in the amount of \$86,000 for the repair of the HVAC at the Stockton Arena which was approved in the 2014-2019 Capital Improvement Plan.

Department: Community Services

12.9 14-0949 APPROVE REVISED MAYORAL APPOINTMENT TO THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

Recommended Action: RECOMMENDATION

Adopt a resolution amending the Mayoral Appointment to the San Joaquin Area Flood Control Agency.

Department: City Clerk

Attachments: [Attachment A - City Council Committee Roster - Redline Version](#)
[Proposed Resolution - Mayoral Appointments to Council Committees](#)
[Exhibit 1 - City Council Committee Roster](#)

13. ADMINISTRATIVE MATTERS

14. UNFINISHED BUSINESS

15. NEW BUSINESS

**15.1 14-0773 RESPONSE TO 2013 - 2014 CIVIL GRAND JURY FINAL REPORT
FOR CITY OF STOCKTON AND THE BROWN ACT, CASE NO. 1113**

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt by motion action the City of Stockton's Response to the 2013 - 2014 Civil Grand Jury Report for Investigating Case No. 1113 relating to the Brown Act; and direct the City Manager to sign the response on behalf of the City and to transmit the response to the Presiding Judge of the Superior Court of San Joaquin County.

Department: City Manager

Attachments: [Attachment A - 2013-2014 Grand Jury Report Stockton City Council](#)

[Attachment B - Response Letter - Stockton CC and the Brown Act 2014-08-12](#)

**15.2 14-0903 RESPONSE TO 2013 - 2014 CIVIL GRAND JURY FINAL REPORT
FOR AGENCY APPROVAL OF RESPONSES TO GRAND JURY
REPORTS, CASE NO. 1613**

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt by motion action the City of Stockton's Response to the 2013 - 2014 Civil Grand Jury Report for Investigating Case No. 1613 relating to the City's approval of responses to Grand Jury Reports; and direct the City Manager to sign the response on behalf of the City and to transmit the response to the Presiding Judge of the Superior Court of San Joaquin County.

Department: City Manager

Attachments: [Attachment A - 2013-2014 Grand Jury Report:Agency Approval of Responses](#)

[Attachment B - Response Letter City Approval Responses Grand Jury Reports](#)

16. HEARINGS***

**16.1 14-0848 PUBLIC HEARING: APPROVE AN OFFICE AND INDUSTRIAL
SALES TAX INCENTIVE AGREEMENT BETWEEN THE CITY OF
STOCKTON AND DIESEL DIRECT WEST INCORPORATED AND
AMEND THE OFFICE AND INDUSTRIAL SALES TAX INCENTIVE
PROGRAM GUIDELINES**

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a resolution:

1. Approving the execution of an Office and Industrial Sales Tax Incentive Agreement between the City of Stockton and Diesel Direct West, Inc.;
2. Amending the Office and Industrial Sales Tax Incentive program guidelines to disqualify businesses currently located within San Joaquin County, with the exception of the City of Stockton, from participating in the program;
3. Authorizing the City Manager or his designee to make appropriations amending the Fiscal Year 2014-15 General Fund Sales Tax budget to recognize additional sales tax revenue and associated rebates per the agreement; and,
4. Authorizing the City Manager to take necessary and appropriate actions to carry out the purpose and intent of the resolution.

Department: Economic Development

Attachments: [Attachment A - Reso 2014-06-24-1505](#)

[Proposed Resolution - Sales Tax Incentive Agreement](#)

[Exhibit 1 - Incentive Agreement - DDW](#)

[Exhibit 2 - Amended Program Guidelines](#)

17. COUNCIL COMMENTS

18. ADJOURNMENT

INFORMATIONAL ITEMS

1 14-0752 ANNUAL BOARD AND COMMISSION REPORT FOR THE CENTRAL PARKING DISTRICT ADVISORY BOARD FOR THE PERIOD COVERING JULY 1, 2013 THROUGH JUNE 30, 2014

Report of Chair Kevin Dougherty for the 12 month period ending June 30, 2014.

Department: Economic Development

Attachments: [2014-07-16 Central Parking District Advisory Board Annual Report](#)

2 14-0804 ANNUAL BOARD AND COMMISSION REPORT FOR THE COMMUNITY DEVELOPMENT COMMITTEE FOR THE PERIOD COVERING JULY 1, 2013 THROUGH JUNE 30, 2014

Report of Chair Justin Redman for the 12 month period ending June 30, 2014.

Department: Economic Development

Attachments: [2014-07-16 Community Development Committee Annual Report](#)

**3 14-0805 ANNUAL BOARD AND COMMISSION REPORT FOR THE
SUCCESSOR AGENCY OVERSIGHT BOARD FOR THE PERIOD
COVERING JULY 1, 2013 THROUGH JUNE 30, 2014**

Report of Chair Paul Sensibaugh for the 12 month period ending June 30, 2014.

Department: Economic Development

Attachments: [Oversight Board Annual Report](#)

**Citizens may comment on any subject within the jurisdiction of the City Council/Successor Agency to the Redevelopment Agency, including items on the Agenda. Each speaker is limited to three minutes. Speakers must submit "Request to Speak" cards to the City Clerk, and be prepared to speak when called. No speaker cards will be received after the close of the Citizen's Comments portion of the meeting.*

****Additions to the Agenda - Government Code Section 54954.2(b)(2), allows members of the City Council present at the meeting to take immediate action, with either a two-thirds or unanimous vote, to place an item on the agenda that action must be taken and that the item came to the attention of the City subsequent to the agenda being posted.*

***Speakers should hold comments on items listed as a Hearing until the Hearing is opened. If a large number of people desire to speak at a Hearing, the Mayor/Chair may reduce the amount of time allocated to each speaker to three (3) minutes.*

All proceedings before the City Council/Successor Agency to the Redevelopment Agency/Public Financing Authority are conducted in English. The City of Stockton does not furnish interpreters and, if one is needed, it shall be the responsibility of the person needing one. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meetings of the City Council/Successor Agency to the Redevelopment Agency/Public Financing Authority, please contact the Office of the City Clerk at (209) 937-8459 at least 48 hours prior to the meeting to enable the City/Agency to make reasonable arrangements to ensure accessibility.

CHALLENGING CITY DECISIONS: The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Stockton, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

12.1 14-0767 PURCHASE OF ANCILLARY EQUIPMENT

Recommended Action: RECOMMENDATION

It is recommended that City Council adopt a resolution appropriating additional revenue and expenditure budget in the amount of \$77,500 in the Police Grants and Special Programs Fund Fiscal Year 2014-15 Budget, authorizing the purchase of rifles and other ancillary equipment for use by Police Department personnel from the vendors specified.

Department: Police

Attachments: [Attachment A - Safety Committee Rifle Recommendation](#)

[Attachment B - Stockton Police Foundation Letter](#)

[Proposed Resolution - Police Foundation Budget for Rifles](#)



City of Stockton

Legislation Text

File #: 14-0767, **Version:** 1

PURCHASE OF ANCILLARY EQUIPMENT

RECOMMENDATION

It is recommended that City Council adopt a resolution appropriating additional revenue and expenditure budget in the amount of \$77,500 in the Police Grants and Special Programs Fund Fiscal Year 2014-15 Budget, authorizing the purchase of rifles and other ancillary equipment for use by Police Department personnel from the vendors specified.

Summary

The Stockton Police Department currently uses rifles that were purchased through the U.S. Department of Defense Logistics Agency's 1033 Program; these rifles were previously used in the Vietnam War era by the military. Though existing rifles are serviceable, their design does not lend itself to modifications that would increase their effectiveness. One of the strategic funding priorities of the Stockton Police Foundation is officer safety equipment, namely rifles. The Foundation has successfully secured \$77,500 in funds specifically for the purchase of the initial phase of replacement rifles. After much research, testing, and analysis, staff recommends purchasing 32 Colt model LE6933 rifles, and related equipment, for use by sworn personnel in the performance of their law enforcement duties. The Colt model LE6933 requires several additional parts and accessories to become fully outfitted for use in law enforcement. The ancillary equipment is not available from one vendor; rather a variety of items must be purchased from several different vendors in order to obtain the ideal set up for the best price. Most of the ancillary equipment individual costs are less than the Council Administrative limit; however, the purchase of ancillary equipment as a whole, and the purchase from LC Action, in particular, require Council approval. It is therefore requested that Council authorize the purchase of the rifles and ancillary equipment from the following vendors: LC Action Police Supply; Brownell's, Inc.; Centurion Arms; Larue Tactical; DSG Arms; and Bravo Company USA.

DISCUSSION

Background

For nearly a decade, the Stockton Police Department has inventoried a mixture of Colt M16A1 rifles (approximately 70) and Bushmaster XM15 rifles (approximately 30), for use by sworn personnel in the performance of their duties. These rifles use varying barrel twist rates, have upper receivers equipped with iron sights and fixed carry handles, long barrels and fixed buttstocks. The Colt M16A1 rifles maintained in inventory are on loan at no cost from the U.S. Department of Defense Logistics Agency, through its 1033 Program, with the State of California's Emergency Management Agency acting as an intermediary. These rifles were used in the Vietnam War era making them 40 years old.

When the Stockton Police Department first obtained these rifles approximately a decade ago, they provided Department personnel with the immediate ability to effectively engage hostile suspects, when necessary, out to a range of approximately 300 meters. The rifles also provided personnel with the ability to engage and neutralize suspects who may be wearing body armor, which is designed to prevent the penetration of handgun and shotgun (both slug and buckshot) projectiles.

Although the use of both the Colt M16A1 and Bushmaster XM15 rifles has provided Department personnel with several vital advantages, the rifle's configuration has presented a number of hurdles for personnel when employing the weapon in the field, including difficulty removing the rifle from the secured rack in the patrol car, as well as navigating in confined spaces and working in/around vehicles and obstacles, difficulty in using sights in low light and no light environments, lack of a weapon light, making it difficult for the officer using the rifle to locate, identify, and address threat areas and suspects without a suitable light source.

Present Situation

In 2012, the Department's Safety Equipment Committee was formed and assigned the responsibility of evaluating and testing new technology for its possible use by Department personnel. One of the first tasks was to develop and implement a rifle program for patrol personnel. As part of this effort, the Committee tested and evaluated multiple products and rifles to ensure the recommendation will meet the needs of the Department. The Committee's recommendations and specific justifications for each part and accessory are included as Attachment A.

To implement a complete overhaul of the Department's rifles for the Field Services Division would cost approximately \$250,000. Recognizing that amount of funding would be difficult to obtain in one year and in consideration of installing, training, and deploying aspects of the program over time, it is recommended that the purchase of new equipment be phased over a three- to four-year time period as funding permits. An initial purchase of 32 rifles will cost approximately \$78,000.

One of the fundraising objectives of the Stockton Police Foundation is officer safety equipment, specifically new rifles. The Foundation was able to secure donations sufficient to fund the first phase of overhauling the Department's inventory of rifles and will reimburse the Police Department for the purchase of 32 rifles up to \$77,500 as noted in Attachment B. The Field Services Division will deploy 30 rifles to specially selected and trained personnel, with two rifles remaining as spares.

The ancillary equipment needed to complete the rifle package includes items such as sights, light mounts, slings, batteries, rails, and rail covers. Most of the parts individually cost less than the current limit imposed by the Charter on staff purchases, however no one vendor carries all items. The purchase of ancillary equipment as a whole, and the purchase from LC Action, in particular, requires Council approval. The following vendors and products have been identified as those that best fit the needs of the Department for the best price. Multiple quotes were obtained for items over \$5,000 where possible and the lowest bid was selected:

Item Description	Quote #1		Quote #2		Quote #3	
	Vendor	Price	Vendor	Price	Vendor	Price
Vertical Foregrip	Bravo Company	\$1,151	N/A			
Redi-Mag, Mk 1	Brownell's	\$2,454	N/A			
Midwest Industries Heavy Duty Flush Button QD Swivel	Brownell's	\$829	N/A			
Magpul PMAG	Defense Solutions	\$1,556	Brownell's	\$1,976	LC Action	\$2,245
Back-up Iron Sight (BUIS) - LT103SPA-VFZ	LaRue Tactical	\$3,072	N/A			
Centurion Arms Rail	Centurion Arms	\$7,168	Brownell's	\$7,871	Bravo Company	\$8,512
Aimpoint PRO Mount (LT150)	LaRue Tactical	\$5,184	No response, not available from other vendors			
Flashlight Mount - LT606	LaRue Tactical	\$4,320	N/A			
Colt LE6933 Rifle	LC Action	\$26,880	Adamson	\$27,968		
Aimpoint PRO Rifle	LC Action	\$12,000	LA Police Gear	\$12,000	Adamson	\$12,448
V-TAC Sling	LC Action	\$976	Adamson	\$1,037	Brownell's	\$1,344
Surefire P2X Fury Flashlight	LC Action	\$3,232	LA Police Gear	\$3,296		
Surefire Z59 Tailcap	LC Action	\$877	LA Police Gear	\$896		
Surefire CR123 batteries	LC Action	\$1,843	LA Police Gear	\$1,962		
Surefire Z70 rail covers	LC Action	\$384	LA Police Gear	\$384		

FINANCIAL SUMMARY

Police Officer equipment, specifically rifles, is one of the Stockton Police Foundation's fundraising goals. The Foundation has secured specific donations in the amount of \$77,500 for the purchase of 32 rifles. Including shipping and tax, the total project is estimated to cost \$78,000. At the time of Fiscal Year 2014-15 Budget adoption, the Foundation had not yet secured funding and therefore this purchase was not included in the budget. Attachment B is a letter from the Foundation regarding a revised budget for Fiscal Year 2014-15 to include the additional donations received for this purchase. It is therefore requested Council authorize an additional budget appropriation in both revenue and expenditure in Police Grants and Special Programs Account No. 025-6487 Stockton Police Foundation Equipment in the amount of \$77,500. The remaining expense of \$500 will be paid from the Police Department's General Fund Patrol Account No. 010-2422-530.

Attachment A - Safety Committee Rifle Recommendation
 Attachment B - Stockton Police Foundation Letter

June 18, 2014

TO: Captain Jeff Coon, Administrative Services Division
FROM: Officer Alan Lambertson, Rangemaster
SUBJECT: **PURCHASE OF RIFLES AND ANCILLARY EQUIPMENT**

RECOMMENDATION

It is recommended that the Stockton Police Department request authorization to purchase 32 rifles and ancillary equipment specified below, for use by Police Department personnel.

Summary

The Stockton Police Department wishes to purchase 32 Colt model LE6933 rifles, and related equipment, for use by sworn personnel in the performance of their law enforcement duties. As not all items are available from any one vendor, Staff requests authorization to purchase the below listed equipment from LC Action Police Supply; Brownell's, Inc.; Centurion Arms; Larue Tactical; DSG Arms; and Bravo Company USA.

DISCUSSION

Background

For nearly a decade, the Stockton Police Department has inventoried a mixture of Colt M16A1 (approximately 70) and Bushmaster XM15 rifles (approximately 30), chambered in 5.56mm/.223 Remington caliber, for use by sworn personnel in the performance of their duties. These rifles use varying barrel twist rates (Colt M15A1's have a 1:12" twist rate, while Bushmaster XM15's have a 1:9" twist rate); have upper receives equipped with iron sights and fixed carry handles; long barrels (20"); and fixed buttstocks. The Colt M16A1 rifles maintained in inventory are on loan at no cost from the U.S. Department of Defense Logistics Agency, through their 1033 Program, with the State of California's Emergency Management Agency acting as an intermediary.

When the Stockton Police Department first obtained these rifles approximately a decade ago, they provided our personnel with the immediate ability to effectively engage hostile suspects, when necessary, out to a range of approximately 300 meters. The rifles also provided personnel with the ability to engage and neutralize suspects who may be wearing body armor, which is designed to prevent the penetration of handgun and shotgun (both slug and buckshot) projectiles.

Although the use of both the Colt M16A1 and Bushmaster XM15 20" barreled rifles has provided our personnel with several vital advantages, the rifle's configuration has presented a number of hurdles for personnel when employing the weapon in the field, to include:

- The 20" barrel length, and overall length of 39.5", leads to difficulty when removing the rifle from the secured rack in the patrol car, as well as navigating in confined spaces and working in/around vehicles and obstacles.
- The iron sights are robust, rather intuitive, and effective when used properly; however, these sights are exceptionally difficult to see and use effectively in low light and no light environments.
- The rifles lack a suitable weaponlight mount and weaponlight, making it difficult for the officer using the rifle to locate, identify, and address threat areas and suspects without a suitable light source.
- The rifles lack a suitable sling that would allow the officer to retain positive control of the weapon when negotiating obstacles, controlling suspects or the public, or transitioning to their handgun should the need arise (i.e. confined space, they encountered a malfunction, ran out of ammunition, etc.).
- The rifles are not issued to specific officers, which causes multiple problems: the accuracy of iron sighted rifles is dependent upon the manner in which the weapon is mounted and shouldered (consistency of sight picture by multiple shooters), and the manner in which the shooter views the sights (the sights must be aligned and viewed properly for the officer to strike their intended target).

An additional concern is there is not any accountability for their maintenance, serviceability, or location. AR15 pattern rifles are capable of functioning properly, even after firing many thousands of rounds between cleanings. In order to do so, however, they must be lubricated properly at all times. Current policy requires an annual inspection of each rifle in inventory by the Department Rangemaster. This is a suitable requirement, but it poses a problem for the AR15 pattern rifles (the Colt M16A1 and Bushmaster XM15), as the lubrication applied by the Rangemaster/Armorer will not remain on the rifle's bolt for more than a few weeks before it has evaporated, subjecting the rifle to a possible malfunction.

Present Situation

In 2012, the Safety Equipment Committee was formed and tasked with the responsibility of evaluating and testing new technology for its possible use by Stockton Police Department personnel. One of the first tasks was to develop and implement a rifle program for patrol personnel.

In order to maximize the effectiveness of any equipment we purchase, we must first understand how each of the components work, both individually and as a component, when mounted onto the rifle to create a weapon system. To do so, we have tested and evaluated multiple products and rifles to ensure we are purchasing equipment that will meet the needs of our personnel.

Findings

We have selected the Colt LE6933 semi-automatic rifle, as it is the only complete rifles suitable for use by Stockton Police Department personnel are those manufactured by Colt Defense, LLC. These rifles are manufactured to the U.S. military's Technical Data Package (TDP), and are the only military grade weapon currently manufactured. Colt weapons should be selected over all others because they are reliable, manufactured to the proper tolerances, and are held to the highest quality control standards.

The Colt LE6933 is equipped with a 11.5" length barrel that enhances maneuverability in confined spaces and, using our currently issued duty ammunition, and provides increased performance over rifles equipped with longer barrels.

We have selected the Centurion Arms Carbine Cutout M1913 Rail System. The use of a M1913 rail system provides the individual officer the ability to configure the mounting of necessary accessories to their rifle in the manner that best suits their shooting style and body type. To ensure the rail system is most effective, it must be made of quality aluminum; should be easily installed using the rifle's existing barrel nut; should "free float" (i.e. not touch the barrel in any manner, which could degrade the rifle's accuracy); should allow the use of the fixed front sight post; should provide as much rail space as possible for the mounting of accessories.

After reviewing multiple M1913 rails available on the commercial market, we found the Centurion Arms C4 Carbine Cutout Rail for the carbine length gas system to be the most suitable for this application, as it meets all of the above requirements. This rail is easily installed, as the installation process requires only minor modification to the rifle. There is not another quality M1913 rail system available for purchase that meets these criteria.

Larue Tactical's LT150 Aimpoint mount and LT606 flashlight mount were selected. There are multiple companies manufacturing mounts for red dot optics and weaponlight. The mounts selected must be capable of withstanding heavy field use and the weapon's recoil impulse; must be lightweight; and must allow modularity. The Larue Tactical model LT150 mount for the Aimpoint PRO, and model LT606 mount for use with the Surefire P2X Fury flashlight, are both equipped with a quick detach (QD) mounting system that, when adjusted properly, positively engages the M1913 rail quickly, repeatedly, and securely. The positive retention of the Larue Tactical QD locking system ensures the equipment attached to the rail system will remain in place under the adverse conditions experienced by our personnel on a regular basis, while also affording us the ability to quickly remove or reconfigure said equipment should the need arise (i.e. removal due to the rifle being hung up on an object; reconfiguration due to the rifle being reassigned to a different officer; etc.). Additionally, the LT150 mount for the Aimpoint PRO places the Aimpoint at a height where the iron sights can be viewed through the Aimpoint's glass, allowing a transition, should it be necessary, from the Aimpoint to the iron sights to be as seamless and efficient as possible.

We have selected the Aimpoint PRO (Patrol Rifle Optic). The use of an electrical optical system is far superior to the use of iron sights, as it only requires the user to perceive two focal planes - the reticle and the target. The reticle's illuminated intensity can be adjusted depending upon the lighting conditions, and affords an unimpeded view of the officer's area of responsibility.

The Aimpoint PRO is exceptionally rugged and easy to use. The Aimpoint PRO is designed to be turned on and left on; in fact, the battery is drained more rapidly by turning the optic on and off. The Aimpoint PRO meets all of the needs of Department personnel, and does so at the lowest price point of all optics in its class.

The Larue Tactical LT103VFZ with same plane aperture was selected for purchase as the rear back-up iron sight (BUIS). Should the red dot optic fail when it is needed most, a BUIS is necessary. The Colt LE6933 rifle is equipped with a fixed front sight. Fixed front and rear sights are ideal for rifles used for our purpose, as they are always in the up position and do not require the user to do anything should the need to use them arise. The LT103VFZ is exceptionally robust and intuitive in its use.

The Surefire P2X Fury Tactical and Surefire Z59 tailcap switch were selected for use for the flashlight. The Surefire P2X Fury Tactical provides enough illumination for target identification well past 50 yards. The Z59 tailcap allows the light to be used in either momentary on or constant on modes.

Surefire brand CR123 lithium batteries were selected, as they are cost effective and made to exacting quality control standards.

Redi-Mag's Mk 1 model was specified for the rifle, as it provides the ability to attach a secondary magazine of ammunition to the officer's rifle. The product is exceptionally robust and allows the officer to be better able to encounter and address any scenario they may face.

Magpul's Gen M3 PMAG is a polymer 30 round capacity magazine. These magazines are currently purchased by the Department for use by sworn personnel.

The Viking Tactics VTAC 2-point sling was selected for use, as it allows the officer to maintain positive control of their rifle at all times. To attach the Viking Tactics sling to the rifle, quick detach (QD) sling swivels manufactured by Midwest Industries were selected. These swivels are strong and not prone to being inadvertently deactivated.

Surefire V70 rail panels were specified for purchase, as their attachment to the Centurion Arms rail prevents damage to the rail section.

To maximize an officer's control over their weapon, as well as to ensure the rifle sits properly in the patrol car's rifle rack without activating the attached weaponlight, a

vertical foregrip manufactured by Bravo Company, USA was specified. This vertical foregrip is inexpensive, robust, and effective.

Bids were requested from multiple vendors for the respective products listed above. The below vendors are capable of fulfilling the orders in a timely manner and at a competitive price.

Item	Vendor	Price per unit	Total
Colt LE6933 Rifle	LC Action	\$840.00	\$26,880.00
Centurion Arms Rail	Centurion Arms	\$224.00	\$7,168.00
Aimpoint PRO Rifle	LC Action	\$375.00	\$12,000.00
Magpul PMAG	DSG Arms	\$9.72	\$1,555.20
V-TAC Sling	LC Action	\$30.50	\$976.00
Surefire P2X Fury	LC Action	\$101.00	\$3,232.00
Surefire Z59 Tailcap	LC Action	\$27.39	\$876.48
Surefire CR123 batteries, pkg. 1,200	LC Action	\$1,843.00	\$1,843.00
Surefire Z70 rail covers	LC Action	\$12.00	\$384.00
Redi-Mag, Mk 1	Brownell's	\$76.67	\$2,453.44
Vertical Foregrip	Bravo Company USA	\$35.95	\$1,150.40
Back-up Iron Sight (BUIS) – LT103SPA-VFZ	Larue Tactical	\$96.00	\$2,976.00
Aimpoint PRO Mount (LT150)	Larue Tactical	\$162.00	\$5,184.00
Flashlight Mount – LT606	Larue Tactical	\$135.00	\$4,320.00
Midwest Industries Heavy Duty Flush Button QD Swivel	Brownell's	\$12.95	\$828.80
			\$71,826.92

DEPLOYMENT

32 rifles have been requested at this time, 30 being issued to specially selected and trained Field Services personnel, with two rifles remaining as spare reserves.

RECEIVED

JUL 28 2014

**CITY OF STOCKTON
POLICE DEPT
FISCAL AFFAIRS SECTION**

July 23, 2014

Chief Eric Jones
22 E. Market Street
Stockton, CA 95202

RE: Stockton Police Foundation Revised Budget Fiscal Year 2014-15

The Stockton Police Foundation is pleased to provide you with a revised Fiscal Year 2014-15 Budget. The Foundation anticipates funding the Transportation Officer Program in Fiscal Year 2014-15 in the amount of \$100,000. In addition, the Foundation recently received a specific donation for purchase of new rifles for the Department in the amount of \$77,500. Our revised budget for the fiscal year is \$177,500 in donations to the Stockton Police Department for the above specified programs.

The Foundation continues to actively seek out grant opportunities and donation opportunities for technology programs such as Shotspotter. As additional funding is secured, the Foundation will revise its Fiscal Year budget as appropriate.

Please let me know if you have any questions.

Sincerely,



Tony Stevens, Chairman
Stockton Police Foundation

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPROPRIATING REVENUE AND EXPENDITURE BUDGET IN THE AMOUNT OF \$77,500 IN THE POLICE GRANTS AND SPECIAL PROGRAMS FUND FISCAL YEAR 2014-15 BUDGET AND AUTHORIZING THE PURCHASE OF RIFLES AND ANCILLARY EQUIPMENT FOR USE BY POLICE DEPARTMENT PERSONNEL FROM THE VENDORS SPECIFIED

The Police Department currently uses rifles that were previously used in the Vietnam War era by the military; and

Though serviceable, their design does not lend itself to modifications that would increase the effectiveness of the weapon; and

The Department's Safety Equipment Committee evaluated and tested a variety of new equipment and recommends purchasing the Colt LE6933 Rifle and necessary ancillary equipment for use by the officers; and

The purchase of the ancillary equipment as a whole and the purchase from LC Action in particular requires Council approval; and

Multiple quotes were obtained for items above \$5,000 and the lowest bid was selected; and

The Stockton Police Foundation is raising funds for three key areas: Transportation Officer Program, Police Equipment, and Technology; and

The Stockton Police Foundation has successfully secured funding specifically for Police Equipment and new rifles; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The Police Grants and Special Programs Fund Fiscal Year 2014-15 Budget is hereby amended to appropriate an additional \$77,500 in revenue and expenses in Account No. 025-6487 Stockton Police Foundation Equipment for the purpose of purchasing 32 new rifles.

2. The purchase of rifles and ancillary equipment for use by Police Department personnel from the vendors specified is approved.

3. The City Manager is authorized and directed to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

PASSED, APPROVED, and ADOPTED August 12, 2014.

ANTHONY SILVA, Mayor
of the City of Stockton

ATTEST:

BONNIE PAIGE
City Clerk of the City of Stockton

12.2 14-0831 AWARD A CONSTRUCTION CONTRACT TO SIEMENS INDUSTRY, INC. FOR THE CESAR CHAVEZ LIBRARY HEATING, VENTILATING, AND AIR CONDITIONING (HVAC) CONTROLS (PROJECT NO. 11-24)

Recommended Action: RECOMMENDATION

It is recommended that the City Council approve a motion to adopt the plans and specifications, and authorize the City Manager to execute a Construction Contract to the lowest responsible bidder, Siemens Industry, Inc. of West Sacramento, CA, in the amount of \$215,000 for the Cesar Chavez Library Heating, Ventilating, and Air Conditioning (HVAC) Controls (Project No. 11-24).

It is further recommended that the motion authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.

Department: Public Works

Attachments: [Attachment A - Vicinity Map - Cesar Chavez Library HVAC Controls - 11-24](#)

[Attachment B - Contract - Siemens Industry Inc](#)



City of Stockton

Legislation Text

File #: 14-0831, **Version:** 1

AWARD A CONSTRUCTION CONTRACT TO SIEMENS INDUSTRY, INC. FOR THE CESAR CHAVEZ LIBRARY HEATING, VENTILATING, AND AIR CONDITIONING (HVAC) CONTROLS (PROJECT NO. 11-24)

RECOMMENDATION

It is recommended that the City Council approve a motion to adopt the plans and specifications, and authorize the City Manager to execute a Construction Contract to the lowest responsible bidder, Siemens Industry, Inc. of West Sacramento, CA, in the amount of \$215,000 for the Cesar Chavez Library Heating, Ventilating, and Air Conditioning (HVAC) Controls (Project No. 11-24).

It is further recommended that the motion authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.

Summary

The Cesar Chavez Library Heating, Ventilating, and Air Conditioning (HVAC) Controls (Project No. 11-24) will upgrade the automated temperature controls, install variable frequency drives, install a refrigerant leak detection system, and upgrade system electrical equipment. This will provide state of the art controls for the new chiller, boiler, pumps and emergency generator recently installed by City staff. The controls project will ensure that reliable, efficient heating and cooling can be provided to the building at all times.

On July 3, 2014, the City received four bids for construction of the Cesar Chavez Library HVAC Controls (Project No. 11-24). Staff recommends awarding the Construction Contract to the lowest responsible bidder, Siemens Industry, Inc., in the amount of \$215,000. The project is anticipated to be completed by the first quarter of 2015. Sufficient funds are available in Account 041-7037-680 to award this Construction Contract.

DISCUSSION

Background

The Cesar Chavez Library HVAC Controls project is the last remaining component of an overall effort to improve the HVAC system at the Cesar Chavez Library. The overall project was developed in 2011 to replace aging and inefficient equipment, and provide reliable and energy-efficient heating and cooling to the building. The scope of the original project included replacement of the chiller, cooling tower, boiler, upgrading of the automated temperature controls, and installation of new pumps and variable frequency drives. The project was advertised twice. However, bids were rejected on both occasions due to low bidder response and/or high bids. The project was subsequently split into two phases. In the first phase, completed in 2013, City Facilities maintenance

staff removed old equipment, reconfigured the mechanical room, and installed a chiller, boiler, pumps, emergency generator, chilled water buffer tank, piping and pipe supports, and other associated components. Staff did not replace the original cooling tower, as field inspections revealed replacement was not warranted. The second phase of the project consists of replacing the HVAC controls system.

In general, the Cesar Chavez Library HVAC Controls project consists of upgrading the pneumatic temperature controls with digital controls, installation of variable frequency drives, minor electrical work, and a refrigerant leak detection alarm system. Coupled with the work already performed by City staff, the controls project will complete the originally intended project to conserve energy, improve reliability, and eliminate a maintenance burden for City staff (Attachment A). The controls project was advertised for bids on May 15, 2014.

Present Situation

On Thursday, July 3, 2014, sealed bids were opened with the following results:

Contractor's Name	Address	Total Bid
Siemens Industry, Inc.	West Sacramento	\$215,000
Johnson Controls, Inc.	Folsom	\$259,888
Trane US, Inc.	Rocklin	\$261,791
L&H Airco	Rocklin	\$311,855
Engineer's Estimate		\$310,000

This project is subject to the requirements of the Local Employment Ordinance (Stockton Municipal Code, Section 3.68.095). Although the City's Local Business Preference (Stockton Municipal Code, Section 3.68.090) applies to this project the preference is not applied, because none of the contractors are local contractors.

The bid from the lowest responsive bidder, Siemens Industry, Inc., in the amount of \$215,000, is regular in all respects, meets the City's requirements, and includes the proper licensing. Staff recommends awarding the construction contract to Siemens Industry, Inc. in the amount of \$215,000 (Attachment B).

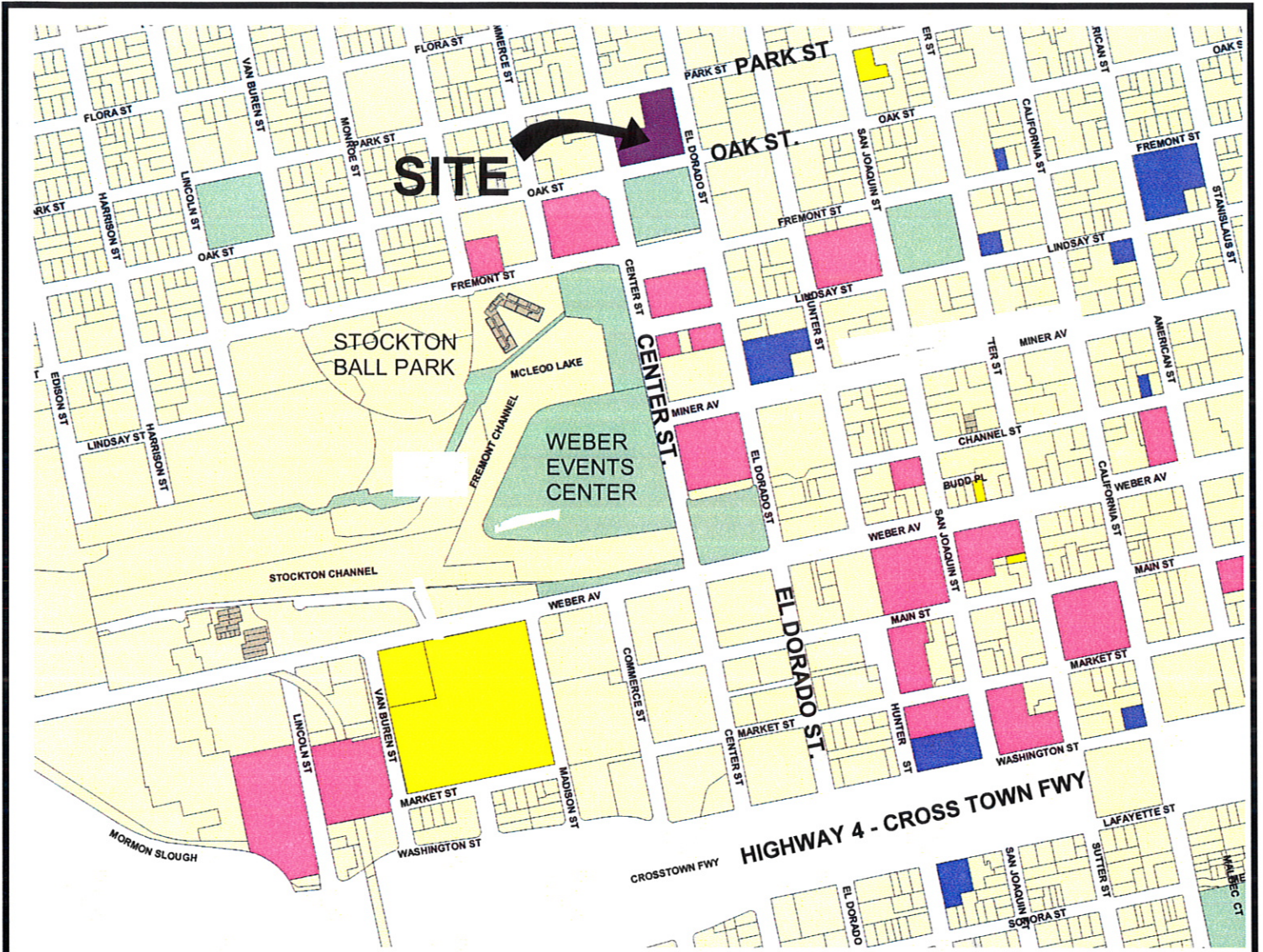
FINANCIAL SUMMARY

The City has received \$50,891.31 in Energy Efficiency Rebates in Account 041-7037-371 from PG&E for previous improvement projects. With the addition of these funds there is sufficient unobligated funding available in Account 041-7037-680 to award the Construction Contract with Siemens Industry, Inc. in the amount of \$215,000 for project PW7037.

There is no impact to the City's General Fund or to any other unrestricted fund as a result of taking the recommended action.

Attachment A - Vicinity Map

Attachment B - Construction Contract with Siemens Industry, Inc.



CHAVEZ LIBRARY
605 N. EL DORADO ST.

VICINITY MAP



CONSTRUCTION CONTRACT

This contract is made and entered into on _____, by and between SIEMENS INDUSTRY, INC., a STATE OF CALIFORNIA CORPORATION, with a business address at 3650 Industrial Boulevard, Suite 100, West Sacramento, CA 95691, hereinafter called "CONTRACTOR," and CITY OF STOCKTON, a municipal corporation, hereinafter called "CITY."

WITNESSETH:

WHEREAS, plans and specifications for the construction of CESAR CHAVEZ LIBRARY HVAC CONTROLS (PROJECT NO. 11-24), hereinafter called "PROJECT," were regularly adopted by Council Motion No. _____, on _____; and

WHEREAS, the contract for said work was regularly awarded to CONTRACTOR, by Council Motion No. _____, on _____.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereto expressly agree as follows:

1. CONTRACTOR agrees:

(a) To do the work and furnish all the labor, materials, tools, equipment, and insurance required for the construction of PROJECT in accordance with the plans and specifications adopted on _____, by Council Motion No. _____. The "contract documents," which include the bid documents, project plans, specifications, all letters of clarification, and the City of Stockton Standard Specifications and Plans, are incorporated into and made a part of this contract by this reference to the same extent as if fully set forth.

(b) To do and perform the work contemplated hereby in a good and workmanlike manner and to furnish all labor, materials, tools, and equipment necessary therefore at the prices specified in Exhibit "A," attached hereto and by reference made a part hereof, under the direction of and to the complete satisfaction of the Director of Public Works of the City of Stockton.

(c) CONTRACTOR shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this contract, the policies of insurance specified in Exhibit B, which is attached to this contract and incorporated by this reference, and as provided in the “contract documents” including Section 7-1.12 of the City of Stockton Standard Specifications and Plans as adopted on November 25, 2003, by Council Resolution No. 03-0707, effective December 1, 2003.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured.

Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

The Additional Insured coverage under the Contractor’s policy shall be “primary and non-contributory” and will not seek contribution from the City of Stockton’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

The limits of insurance required in this agreement 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 non-contributory basis for the benefit of the City of Stockton (if agreed to in a written contract or agreement) before the City of Stockton’s own insurance or self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Payment Bond in the amount of the self-insured retention (SIR) may be required.

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 the City of Stockton.

The City of Stockton reserves the right to obtain a full certified copy of any Insurance policy and endorsements.

Failure to exercise this right shall not constitute a waiver of right to exercise later.

Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by contractor.

Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the City of Stockton in the same manner and to the same extent as Contractor is bound to the City of Stockton under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the City of Stockton Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor shall require all sub-contractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and contractor will provide proof of compliance to the City.

To the fullest extent allowed by law, with the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor agrees to indemnify, save, hold harmless, and at City's request, defend the City, its officers, agents, and employees from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to the City in connection with the performance, or failure to perform, by Contractor, its officers, agents, sub-contractors, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under this Agreement, and from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents, or employees

under this Agreement. The duty to defend and the duty to indemnify are separate and distinct obligations. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph. The indemnification obligations of this section shall survive the termination of this agreement. Any exceptions to this language may result in a proposal being deemed non-responsive.

Contractor/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

If any section, subsection, sentence, clause or phrase of this indemnification is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this indemnification.

(d) The performance of said work and the furnishing of said materials shall be executed in accordance with Section 8-1.03 of the City of Stockton Standard Specifications and Plans as adopted on November 25, 2003, by Council Resolution No. 03-0707, effective December 1, 2003, and the provisions of the issued project specifications.

The Director will furnish CONTRACTOR a weekly statement showing the number of days charged to the contract for the preceding week, the number of days specified for completion of the contract, and the number of days remaining to complete the contract. CONTRACTOR will be allowed one (1) week in which to file a written protest setting forth in what respects said weekly statement is incorrect, otherwise the statement shall be deemed to have been accepted by CONTRACTOR as correct.

It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements, is not finished or completed within the number of days as set forth, damage will be sustained by the CITY, and that it is and will be impracticable and extremely difficult to ascertain the actual damage which CITY will sustain in the event of and by reason of such delay; and it is therefore agreed that CONTRACTOR will pay to CITY the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000) per day for each and every calendar day's delay in finishing the work in excess of the number of days

prescribed; and CONTRACTOR agrees to pay said liquidated damages as herein provided, and in case the same are not paid, agrees that CITY, may deduct the amount thereof from any monies due or that may become due CONTRACTOR under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the number of days as specified, the CITY shall have the right to increase the number of days or not, as may seem best to serve the interest of CITY, and if the CITY decides to increase the said number of days, the CITY shall further have the right to charge to CONTRACTOR, CONTRACTOR's heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as may be deemed proper, the liquidated damages as specified or the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, whichever is greater, except the cost of final surveys and preparation of final estimate shall not be included in such charges.

A working day shall not include, nor shall CONTRACTOR be assessed with liquidated damages nor the additional cost of engineering and inspection during any delay beyond the time named for the completion of the work caused by acts of God or of the public enemy, acts of CITY, fire, floods, epidemics, quarantine restrictions, strikes, and freight embargoes and subject to approval by the Director, inability to get materials ordered by CONTRACTOR or subcontractor due to such causes provided that CONTRACTOR shall notify the Director in writing of the causes of delay within five (5) working days from the beginning of any such delay, and the Director shall ascertain the facts and the extent of the delay, and Director's findings of the facts thereon shall be final and conclusive.

If CONTRACTOR is delayed by reason of alterations made in these specifications, or by any act of the Director or of the CITY, not contemplated by the contract, the time of completion shall be extended proportionately and CONTRACTOR shall be relieved during the period of such extension of any claim for liquidated damages, engineering or inspection charges or other penalties. CONTRACTOR shall have no claim for any other compensation for any such delay.

(e) To conform strictly with the provisions of Division 2, Part 7, Chapter 1, Article 2, of the Labor Code of the State of California.

To forfeit as a penalty to CITY the sum of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) for each laborer, worker, or mechanic employed by CONTRACTOR, or by any subcontractor under CONTRACTOR, in the execution of this contract, for each calendar day during which any laborer, worker, or mechanic is required or permitted to work more than eight (8) hours and who is not paid the general prevailing rate of per diem wages for holiday and overtime work in violation of the provisions of Sections 1770 to 1781 of the Labor Code of the State of California.

(f) That all sums forfeited under the provisions of the foregoing sections shall be deducted from the payments to be made under the terms of this contract.

(g) CONTRACTOR and any subcontractor shall pay each employee engaged in the trade or occupation not less than the prevailing hourly wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093 and similar purposes applicable to the work to be done. CONTRACTOR performing the work under this contract shall obtain a copy of the wage rate determination and shall distribute copies to each subcontractor. As the wage determination for each craft reflects an expiration date, it shall be the prime CONTRACTOR and each subcontractor's responsibility to insure that the prevailing wage rates of concern is current and paid to the employee.

(h) Pursuant to Stockton Municipal Code Section 3.68.095 the CONTRACTOR and all subcontractors shall make a good faith effort to employ at least 50% of the workforce on this project from local residents, as measured by total labor work hours. Failure of any CONTRACTOR or subcontractor to comply with these requirements shall be deemed a material breach of the contract or subcontract. CONTRACTORS and subcontractors shall maintain records necessary for monitoring their compliance with section 3.68.095.

2. CITY agrees:

(a) To pay CONTRACTOR for the work herein contemplated in the following manner: Progress payments will be made on or about the first day of each calendar month, in such sum as shall make the aggregate of payment up to such day equal to ninety-five percent (95%) of the proportional contract price, upon the basis of the progress certificate of the Director of Public Works as to the amount of work done and the proportional amount of the contract price represented therefore; and all of the remaining part of the contract price not as aforesaid paid, shall be paid at the expiration of thirty-five (35) days from the completion of said work of construction and the certification by the Director of Public Works of such completion.

(b) Pursuant to Section 22300 of the Public Contract Code, CONTRACTOR will be permitted, at its request and sole expense, to substitute securities for any monies withheld by the CITY to ensure performance under the contract. Said securities will be deposited either with the CITY or with a State or federally chartered bank as escrow agent. Securities eligible for this substitution are those listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit. CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

3. CHANGE ORDERS:

CITY reserves the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work, as may be deemed by the Engineer to be necessary or advisable and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated.

Any such changes will be set forth in a contract change order which will specify, in addition to the work done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by the City Manager and/or the City Council.

Processing of change orders shall be in accordance with Section 4-1.03 of the City of Stockton Standard Specifications and Plans as adopted by Council on November

25, 2003, by Resolution No. 03-0707, effective December 1, 2003, except that the \$23,578 limit shown in Section 4-1.03 shall be increased to \$33,018. When the compensation for an item of work is subject to adjustment under the provisions of Standard Specifications and Plans, Section 4-1.03, CONTRACTOR shall, upon request, promptly furnish the Engineer with adequate detailed cost data for such item of work.

4. AUDITS:

(a) CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under the contract. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance.

(b) CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of the contract. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under the contract.

5. It is expressly understood and agreed by and between the parties hereto that a waiver of any of the conditions of this contract shall not be considered a waiver of any of the other conditions thereof.

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6. It is further understood and agreed by and between the parties hereto that time is of the essence of this contract in all respects.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals the day and year first above written.

ATTEST:
BONNIE PAIGE
CITY CLERK

CITY

By _____

By _____
KURT O. WILSON
CITY MANAGER

APPROVED AS TO FORM & CONTENT:
JOHN M. LUEBBERKE
OFFICE OF THE CITY ATTORNEY

By: _____
DEPUTY CITY ATTORNEY

By: _____
CONTRACTOR

Tax Identification No.

::ODMA\GRPWISE\COS.PW.PW_Library:217923

EXHIBIT A

CESAR CHAVEZ LIBRARY HVAC CONTROLS
PROJECT NO. 11-24

BIDDING SCHEDULE

Each bidder shall bid each item, including all alternate bid(s). Failure to bid an item shall be just cause for considering the bid as non-responsive. Line item costs should include all Contractor's overhead and profit and indirect costs. Bids not presented on City forms shall be cause for considering the bid as non-responsive.

Item	Description	Unit	Quantity	Unit Price	Total Price
1	Furnish all labor, materials, tools, equipment, and incidentals and perform all work in conformance with the plans, specifications and related documents.	LS	1	\$215,000	\$215,000
	TOTAL BASE BID :				

TOTAL BID \$215,000.00

BIDDER'S NAME Siemens Industry, Inc

EXHIBIT B
INSURANCE REQUIREMENTS
CONTRACTORS

CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the **CONTRACTOR**, its agents, representatives, volunteers, or employees.

1. **INSURANCE** Throughout the life of this Contract, the Contractor shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:
 - A. **COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with combined single limits of liability of not less than \$1,000,000 each occurrence.
 - B. **WORKERS' COMPENSATION** insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.
 - C. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE;**

FOR **ADDITIONAL** REQUIREMENT(S):

- (i) **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverage's, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than \$2,000,000 per occurrence, and \$4,000,000 Aggregate limit. Contractors with excavation and underground risks shall have coverage for and exclusions removed for "x, c, and u."

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

- 1 The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds.* ISO form CG 20 37 10 01 edition shall be used as the Additional Insured Endorsement. This form **must be used with** either ISO form CG 20 10 10 01, or CG 20 33 10 01.
2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date **CONTRACTOR** completes its performance of services under this Agreement.
3. For any claims related to services or products provided under this contract, the Contractor's insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the Contractor's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.

4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.
5. Regardless of these contract minimum insurance requirements, the Contractor and its insurer shall agree to commit the Contractor's full policy limits and these minimum requirements shall not restrict the Contractor's liability or coverage limit obligations.
6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY's execution of the Agreement and start of work.
8. Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton
Attention: Risk Services
425 N. El Dorado Street
Stockton, CA 95202
9. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Contractor shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY's Risk Manager (209) 937-8617. Our fax is (209) 937-8558.

If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

If the Contractor should subcontract all or any portion of the work to be performed in this contract, the Contractor shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.

HOLD HARMLESS

Contractor agrees to indemnify, save, hold harmless, and at City's request, defend the City, its officers, agents, and employees from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to the City in connection with the performance, or failure to perform, by Contractor, its officers, agents, sub-contractors, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under this Agreement, and from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents, or employees under this Agreement. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, SIEMENS INDUSTRY, INC. , a corporation, as Principal and _____, a corporation, organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stockton, a municipal corporation, duly created and existing under and by virtue of the laws of the State of California, as obligee, in the just and full sum of TWO HUNDRED FIFTEEN THOUSAND AND 00/100 DOLLARS (\$215,000), in lawful money of the United States of America (being 100% of the contract price) for the payment whereof well and truly to be made to the said CITY, the said Principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that the above bounded Principal has simultaneously entered into a contract with the CITY, to do and perform the following work, to wit:

CESAR CHAVEZ LIBRARY HVAC CONTROLS
(PROJECT NO. 11-24)

NOW, THEREFORE, if the above bounded Principal, CONTRACTOR, Company or Corporation or its subcontractor, shall well and truly perform the work contracted to be done under said contract, then this obligation to be null and void; otherwise to remain in full force and effect.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract, or in said plans or specifications agreed to between the said CONTRACTOR and the said CITY, and no forbearance on the part of the said CITY shall operate to relieve any Surety or Sureties from liability on this bond, and consent by

said Surety is hereby given, and the said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED on _____

APPROVED AS TO SURETY:

By _____
PRINCIPAL

SURETY

APPROVED AS TO FORM & CONTENT:
JOHN M. LUEBBERKE
OFFICE OF THE CITY ATTORNEY

By _____
ATTORNEY-IN-FACT

By _____
DEPUTY CITY ATTORNEY

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BOND FOR LABOR AND MATERIAL

KNOW ALL MEN BY THESE PRESENTS:

That we, SIEMENS INDUSTRY, INC., a corporation, as Principal and _____, a corporation, organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stockton, a municipal corporation, duly created and existing under and by virtue of the laws of the State of California, and unto any and all material suppliers, persons, companies, or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contemplated to be executed or performed under the contract hereinafter mentioned, and all persons, companies, or corporations renting or hiring teams, or implements of machinery, for or contributing to said work and all persons who perform work or labor upon the same, and all persons who supply both work and materials, and whose claims have not been paid by the contractor, company or corporation in the just and full sum of TWO HUNDRED FIFTEEN THOUSAND AND 00/100 DOLLARS (\$215,000), in lawful money of the United States of America (being 100% of the contract price) for the payment whereof well and truly to be made to said City of Stockton and to said persons jointly and severally, the said principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligations is such that the above bounden Principal has simultaneously entered into a contract of even date herewith, with the CITY, to do and perform the following work, to-wit:

CESAR CHAVEZ LIBRARY HVAC CONTROLS
(PROJECT NO. 11-24)

NOW, THEREFORE, if the above bounden Principal, CONTRACTOR, Company or Corporation or its subcontractor, fail to pay for all materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, provided that any

and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of Division 3, Part 4, Title 15, Chapter 5, Article 1 of the Civil Code of California, provided that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the Court to the prevailing party in said suit; said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans or specifications agreed to between the said CONTRACTOR and the said CITY and no forbearance on the part of the said CITY shall operate to relieve any surety or sureties from liability on this bond, and consent to make such alterations without further notice to or consent by any such surety is hereby given, and the said sureties hereby waive the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED on _____.

APPROVED AS TO SURETY:

By _____

PRINCIPAL

SURETY

APPROVED AS TO FORM & CONTENT:
JOHN M. LUEBBERKE
OFFICE OF THE CITY ATTORNEY

By _____

ATTORNEY-IN-FACT

By _____
DEPUTY CITY ATTORNEY

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12.3 14-0835 AUTHORIZATION OF ANNUAL SERVICE AGREEMENT WITH SAN JOAQUIN PARTNERSHIP TO ASSIST WITH ECONOMIC DEVELOPMENT ACTIVITIES

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a resolution approving findings and authorizing the City Manager to execute a 12-month service agreement in the amount of \$76,500 for fiscal year 2014-15 with the San Joaquin Partnership pursuant to the prescribed scope of services.

Department: Economic Development

Attachments: [Attachment A - 2014 Objectives](#)

[Attachment B -San Joaquin Partnership's 2013-14 Annual Report](#)

[Attachment C - Quarterly Report](#)

[Proposed Resolution - SJP](#)

[Exhibit 1 - SJP Contract FY14-15](#)



City of Stockton

Legislation Text

File #: 14-0835, Version: 1

AUTHORIZATION OF ANNUAL SERVICE AGREEMENT WITH SAN JOAQUIN PARTNERSHIP TO ASSIST WITH ECONOMIC DEVELOPMENT ACTIVITIES

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving findings and authorizing the City Manager to execute a 12-month service agreement in the amount of \$76,500 for fiscal year 2014 -15 with the San Joaquin Partnership pursuant to the prescribed scope of services.

Summary

Authorizing this resolution will allow the City to enter into an annual service agreement with the San Joaquin Partnership ("SJP") that began in 1992 in an effort to assist with economic development activities. SJP leverages public and private resources to position San Joaquin County as a major competitor in attracting targeted industries. This year, SJP will supplement the efforts of the City's Economic Development Department by focusing on the attraction of new business, as well as attracting high tech entrepreneurs from the Silicon Valley.

DISCUSSION

Background

On April 22, 1991, the Stockton City Council indicated its support, in concept, of the SJP. SJP is a public-private, non-profit organization focused on job creation and economic growth for San Joaquin County. On January 13, 1992, the City Council adopted Resolution No. 92-0029 authorizing an annual agreement for services with SJP and has authorized annual agreements since that time.

Present Situation

One of SJP's primary objectives is the implementation of a county-wide economic development action plan to address key economic development issues, as well as to assist individual municipalities, such as Stockton, in implementing its specific economic development strategies including recruitment and attraction of targeted industries, thereby positioning San Joaquin County and Stockton as a major competitor in the Central Valley and throughout California. SJP also assists in business retention and expansion efforts and plays a key role in marketing the many benefits of a San Joaquin County location to outside companies.

The action plan, titled "2014 Objectives," and SJP's 2013-14 Annual Report, which outlines its funding and accomplishments, are attached hereto as Attachments A and B.

In 2013, SJP began collaborating with San Joaquin County in linking the county to Silicon Valley and

attracting tech executives and entrepreneurs to the area. To further this effort, the Partnership, County, and cities, including Stockton, participated as an exhibitor at the TiEcon Expo in Santa Clara to market San Joaquin County as a place for business and investment. TiEcon Expo focuses on fostering entrepreneurship and showcasing innovative companies. Over 3,000 executives, engineers, and start-ups attended the event. Although its birth name, The Indus Entrepreneurs, signifies the ethnic South Asian or Indus roots of the founders, TiE stands for Talent, Ideas, and Enterprise. Both SJP and San Joaquin County are currently leasing office space at the TiE office complex in Santa Clara, which is available for use by Stockton, to have a permanent presence in Silicon Valley. In addition, SJP designed a new website to market San Joaquin County as the "Greater Silicon Valley." The website can be viewed at www.greatersiliconvalley.com.

The Service Agreement with SJP (Exhibit 1 to the Resolution) includes the following activities outlined in the Scope of Services:

1. Economic Development - Marketing
 - a. Implement the 2014-15 Action Plan ("Objectives") with the goal of attracting 15 projects, and creating 1,200-1,500 new jobs in San Joaquin County.
 - b. Market the City of Stockton to companies located outside the County through advertisements, public relations, and direct marketing, and to also provide the City with prescreened, legitimate businesses that are interested in locating within the City.
 - c. Coordinate marketing efforts and strategies with local entities.
 - d. Provide the City with quarterly reports detailing the marketing activities and progress to date on job creation along with status reports to keep the City informed about interested companies (Attachment C - Sample Quarterly Report).

2. Economic Development - Analysis
 - a. Perform economic research, including the compilation and analysis of economic data, and provide the City with pertinent information on an as needed basis, as well as through regular written reports.

SJP's budget for calendar year 2014 is \$965,928. Since 2008, the City of Stockton has contributed \$85,000 a year for SJP's economic development services. Over the past two years, SJP agreed to a 10% reduction in payment for a total of \$76,500 in light of the City's fiscal situation. SJP has agreed to continue the reduced payment of \$76,500 for 2014-15. The City of Stockton's contribution represents approximately 7.9% of the entire SJP budget. Contributions from public sources represent 29.3% of the budget, with the remaining 70.7% coming from private investors and miscellaneous income. When SJP was originally established in 1992, the contribution of each jurisdiction was based on population. The contributions have remained fairly consistent over the years, however, some jurisdictions, including Stockton, have negotiated a lesser contribution due to the recession. Stockton is the largest contributor among the municipalities, but also gains the most client referrals from SJP when compared to other cities.

Findings

Pursuant to Stockton Municipal Code Section 3.68.070, there is an exception to competitive bidding requirements for sole source vendors in cases where the City Council has approved findings which support and justify exceptions to the competitive bidding process.

Therefore, the Council is asked to approve the following findings:

1. SJP is the only public-private membership entity in San Joaquin County focusing on business and job attraction.
2. All of the incorporated cities within the county, as well as San Joaquin County, are members, along with many of the major businesses in the County.
3. SJP is a unique organization, offering one-of-a-kind services to the residents of San Joaquin County, including:
 - a. Conducting Regional studies related to job creation;
 - b. Targeting, inviting, and hosting potential clients;
 - c. Engaging in educational and recruiting visits to benchmark regions; and
 - d. Producing marketing materials for San Joaquin County as a place of business.

FINANCIAL SUMMARY

Funds for this agreement in the amount of \$76,500 are appropriated and available in the Fiscal Year 2014-15 Budget in the Economic Development Department, General Fund Account Number 010-1760-510.

Attachment A - 2014 Objectives

Attachment B - San Joaquin Partnership's 2013-14 Annual Report

Attachment C - Sample Quarterly Report



SAN JOAQUIN PARTNERSHIP

A Private Non-Profit Economic Development Corporation Serving San Joaquin County

San Joaquin Partnership 2014 Objectives

The Mission of the San Joaquin Partnership is to attract and retain business and industry in San Joaquin County to enhance the quality of life for our communities. To further this mission, the objectives for 2014 are outlined herein.

- Attract and site new business and industry
 - *Maintain a national marketing presence while beginning planning for international attraction or foreign direct investment program*
 - *Emphasis on Angelous Economic Report recommended business and industrial targets that will provide higher wage jobs*
 - *Continued outreach through expanded state and regional partnership participation in targeted industries events, tradeshow and media presence*
- Assist in the retention and expansion of existing business and industry
 - *Continue development of a countywide cooperative “business team” San Joaquin that leverage resources to make retention calls and overcome retention issues*
 - *Using Executive Pulse participate on a scheduled basis, though public/private collaboration in meeting with local employers on a regular basis.*
- Participate in State and Local policy development to maintain a competitive business climate and to maintain a superior Northern California market position.
 - *Participate with member agencies in the development or support of policies and programs to respond to political events related to the California state budget (Delta Plan) strategy that may have a significant impact on economic development in San Joaquin County.*
 - *Participate with member agencies (SJCOG, ACE) in the development of infrastructure and financing techniques to create a cost-competitive environment for business attraction, retention and expansion.*

San Joaquin Partnership
2014 Objectives

- Continue speaking engagements to broadened knowledge of SJP's economic development strategic plan through outreach program to service and association members.

The following Annual Action Plan and Program Objectives are included in the 2014 Budget and Marketing and Outreach Plan.

1. Performance Measurements

In any successful organization, a relevant measurement of achievement is essential to determine success of the collective effort. In terms of the Partnership, those quantified measurements are described below.

Projected Activity 2014

Contacts	300
Client files open	90
Sited/Expanded Projects	12-15

Projected Employment and Capital Investment

Projects	15
Employment	1200-1500
Capital Investment	\$150 - \$200 million

2. Strategic Targeting

A. Target Industries & Associations

- **Specialized Manufacturers**
 - Medical Equipment & Supplies
Focus: Hospital/Home Care supplies and Biometrics/Laser Technologies
 - Food Processing
Focus: Wine, Organics, Snack Foods and Nutritional Products
 - Agriculture Technologies
Focus: Fuels, Biomaterials, Horticulture and Fertilizers/Feeds
 - Energy Resources & Technology
Focus: Fuel Cells, Biomass, Waste, Solar, Wind, "Green" Technology
 - Construction Materials Manufacturing
Focus: Building Components/Roof Tiles/Landscape Amenities
- **Back Office & Information Technology**
Focus: IT Support Vendors/Customer Support Centers
- **Logistics/Distribution**
Focus: Transportation Components: Marine, Aviation & Rail

San Joaquin Partnership
2014 Objectives

- **Air Transportation** (Need to re-evaluate)
Focus: Supplies/Maintenance/Services

B. Geographic Target Markets

- Arizona
- Canada
- Washington, D.C.
- San Francisco Bay Area/Los Angeles (ongoing)

C. Business Attraction Resource Organization

- **International Economic Development Council (IEDC)**
Leadership Meeting, February 2-4, Irvine, CA
- **International Asset Management Council (IAMC)**
Spring conference, April 26-30, Pinehurst, NC **Team California Special Event**
Fall General Meeting, September 13-17, Quebec, Canada
- **Society of Industrial and Office Realtors (SIOR)**
Fall meeting, October 23-25, Nashville, TN – *Exhibitor*
- **2014 Team California Consultants Forum**
February 19-20, San Diego, CA - *Sponsor*
- **Select USA**
Annual Conference- November, Washington DC

D. Tradeshows

- WestPACK/MD & M
Feb. 11-13, Anaheim, CA – *Exhibitor with CCEDC & Team CA*
- TiEcon
Annual Show May 16 & 17, Santa Clara, CA

3. Implementation of the Economic Strategic Plan

The Economic Strategic Plan completed five years of implementation through the San Joaquin Partnership and the Community Partner Groups. All of the Partner Groups completed their assigned objectives in year four except for Entrepreneurship which has formed its own non-profit organization.

San Joaquin Partnership
2014 Objectives

- Entrepreneurship – San Joaquin Angels, Inc. – **Meeting monthly**
Business Plan Competition
Seek out San Joaquin County entrepreneurs
Entrepreneurship education program

The Partnership staff continues to support the San Joaquin Angels through facilitation, process support and mentoring.

4. Membership and Financial Resources

The 2014 budget projects a continuation of the investors funding with 67% private and 33% public contributions.

To maintain this objective, there is an ongoing need to obtain additional new funding in the amount of \$62,000 in 2014. The Membership Committee is essential for retention and attraction of new investor support of continued success of San Joaquin Partnership programs

5. Community & Membership Events

In 2014 the Partnership will experiment with new kinds of events along with traditional programs such as the Annual Meeting, the Barbeque and the Holiday Reception. A new venture will be a San Joaquin Real Estate Round-up

- Meet the CEO – January 30
- Meet the CEO - June
- Real Estate Round-up – July



2 0 1 3 - 2 0 1 4 A N N U A L R E P O R T S



SAN JOAQUIN PARTNERSHIP & BUSINESS COUNCIL, INC.



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17284 West Commerce Way
Tracy, California 95377



I M P A C T

The San Joaquin Partnership saw increased success in 2013, continuing the upward trend in client activity. The cumulative data reflects updated employment figures through 2013 including the annual new job wins and expansions of existing companies that increased employment and/or production as well as those that downsized or closed. The 1992-2013 impacts also show a steady gain since 2010.

DEFINITIONS FOR ECONOMIC IMPACT

Direct Impact:

Estimated results from the operation of the business in the analysis

Indirect Impact:

Estimated results from the suppliers and purchases made by the business

Induced Impact:

Estimated results from the household spending at local businesses—retail, health & personal—by new employees

SUMMARY TABLE OF ANNUAL ECONOMIC IMPACTS FROM SAN JOAQUIN PARTNERSHIP CLIENT ACTIVITIES, 2013 JOB WINS AT BUILDOUT*

Economic Impacts	Direct	Indirect	Induced	Total
Employment	2,028	843	2,030	4,901
Total Industry Output	\$557,848,910	\$157,421,689	\$234,822,570	\$950,093,169
Labor Income	\$126,639,695	\$40,506,168	\$103,219,403	\$270,365,267

*Applied Development Economics, Inc., multiplier data from IMPLAN input-output model.

SUMMARY TABLE OF ANNUAL ECONOMIC IMPACTS FROM SAN JOAQUIN PARTNERSHIP CLIENT ACTIVITIES, 1992 TO 2013 AT BUILDOUT*

Economic Impacts	Direct	Indirect	Induced	Total
Employment	28,356	11,134	26,695	66,184
Total Industry Output	\$7,254,319,872	\$2,056,754,954	\$3,083,805,944	\$12,394,880,770
Labor Income	\$1,652,780,500	\$521,880,439	\$1,359,354,644	\$3,534,015,584

*Applied Development Economics, Inc., multiplier data from IMPLAN input-output model.

SUMMARY TABLE OF ANNUAL ECONOMIC IMPACTS FROM SAN JOAQUIN PARTNERSHIP CLIENT ACTIVITIES, 1992-2013 JOBS RETAINED*

Economic Impacts	Direct	Indirect	Induced	Total
Employment	5,711	2,262	5,402	13,374
Total Industry Output	\$1,471,215,122	\$417,710,973	\$623,707,453	\$2,512,633,549
Labor Income	\$331,283,972	\$106,241,224	\$275,415,736	\$712,940,932

*Applied Development Economics, Inc., multiplier data from IMPLAN input-output model.

Board of Directors – 2013 Officers

Kevin Huber
Grupe Companies
Chairman

Susan Dell'Osso
The Cambay Group
Vice Chairman

Lewis Gale, Ph.D.
University of the Pacific
Secretary / Treasurer

San Joaquin Partnership Staff

Michael S. Ammann
President & CEO

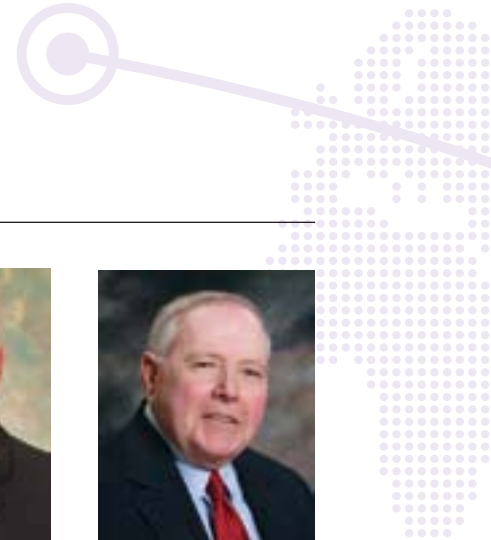
Shelley Burcham, CEcd
Vice President, Client Services

Christine Bamesberger-Youngsma
Office Manager

Jan Klevan
Communications Manager

Brad Ecker
Client/Network Administrator

PARTNERSHIP BOARD OF DIRECTORS



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Kevin Huber**
*President
The Grupe Company*



**Vice Chairman
Susan Dell'Osso**
*President
The Cambay Group*



**Secretary/Treasurer
Lewis Gale, Ph.D.**
*Dean
Eberhardt School of Business
University of the Pacific*



**Committee Member
Brent Ives**
*Mayor
City of Tracy*



**Committee Member
Bob Johnson**
*Council Representative
City of Lodi*

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Roger Coover
*President & Publisher
The Record*



Bob Elliott
*Board of Supervisors
San Joaquin County*



Bob Harmon
*Senior Vice President
& Stockton Area Manager
Farmers & Merchants Bank
of California (F&M)*



Appointment Pending



Debby Morehead
*Council Representative
City of Manteca*



David Nelson
*Sr. Vice President
Land Development
A.G. Spanos Co.*



John Quinn
*President
Food 4 Less Stores*



Mark Rishwain
*Partner
Rishwain & Rishwain*



Steve Salvatore
*City Manager
City of Lathrop*



MISSION STATEMENT

The mission of the San Joaquin Partnership is to attract and retain business and industry in San Joaquin County to enhance the quality of life for our communities.

BOARD OF DIRECTORS



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General Mills



Tom Shaffer
EVP & COO
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Anthony Silva
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City of Stockton



Doug Wilhoit
CEO
Stockton Chamber of Commerce



Chuck Winn
Mayor
City of Ripon



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Michael S. Ammann
President & CEO



Shelley Burcham, CECD
Vice President,
Client Services



Jan Klevan
Communications
Manager



Christine Bamesberger-Youngsma
Office Manager



Brad Ecker
Client/Network
Administrator

TO OUR PARTNERS & INVESTORS

Staying the course in difficult times as investors and partners has allowed the San Joaquin Partnership to continue to return good results.

2013 was a lucky 13 year plus 1 for the San Joaquin Partnership team with 14 successfully completed projects that attracted \$715 million in investment creating 2,028 jobs. All-in-all a good solid year for jobs growth

and attraction of investment capital in facilities and equipment with over half in manufacturing. These results suggest that the Make It! economy is coming back along with the continued success in the Grow It and Ship It portions of our economy.

When you are fighting hand-to-hand combat in a bad economy it's often difficult to know when you are winning the economic war. *We are winning the economic*

war and opportunity is just around the corner. Although the battle to full economic recovery is not complete, we forecast that we'll see by the end of 2014 the local economy under full recovery including the lagging construction sector driven by new housing starts.

Our Grow It! agricultural economy hit a new record in production nearing \$3 billion in annual farm revenues driven by continued international growth.


Make It! made a comeback in 2013 with the continuation of relocations of three manufacturers from the Bay Area. This manufacturing investment trend should continue with the implementation of "California Competes" incentives in 2014 that are focused on attracting manufacturing jobs.


Improvements of the Ship It! economy include the Port of Stockton which continues to invest in Ship It! infrastructure while launching a heavy weight barge container marine highway to the Port of Oakland as well as attracting more Port users. Meanwhile Amazon opened in record time a state-of-the-art one million square foot e-fulfillment center that allows you to purchase an Apple computer and a fresh apple with same day delivery service. Also, Union Pacific moved ahead with the planned multimillion dollar expansion of its intermodal service.

A new effort, "Greater Silicon Valley" was initiated mid-2013 in partnership with San Joaquin communities to attract Silicon Valley high technology employers to locate expansions into San Joaquin County. In addition to attracting Silicon Valley employers, goals include growing our own entrepreneurs and creating connections to Silicon Valley's venture capital economy while promoting Lodi and San Joaquin County hospitality image as wine country for Silicon Valley.


There's a lot to do and teamwork through the San Joaquin Partnership will make it happen with your continued support and leadership in your communities.

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STOCKTON
PROUD**



Port of Stockton
CALIFORNIA

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MARKETING SAN JOAQUIN COUNTY

The San Joaquin Partnership's 2014 Marketing & Outreach Program targets to attract and retain business within the industry clusters that complement and enhance the region's workforce, training and educational resources, and overall well-being of our economy.

TARGET INDUSTRY FOCUS

- Advanced/Specialized Manufacturing
- Medical Equipment & Supplies

- Food Processing
- Agricultural Technologies
- Energy Resources & Technologies
- Construction Materials
- Office & Information Technology/ Professional Services
- E-Commerce/Logistics Centers

BUSINESS ATTRACTION

In 2014, the San Joaquin Partnership will continue to build relationships

through target industry resource organizations, conferences and expositions, as well as national outreach. The 2013 program included:

CONFERENCES

- Industrial Asset Management Council (Charleston, SC)
- International Economic Development Council (Philadelphia, PA & Ann Arbor, MI)
- One Voice (Washington D.C.)
- Select USA (Washington D.C.)
- Team California Consultants' Forum (Monterey, CA)
- Sacramento Legislative visit*

FOCUSED INDUSTRY EXPOSITIONS

- Medical Design Manufacturers/West Pack (Anaheim, CA)*
- Society of Industrial & Office Realtors (Los Angeles, CA)*
- Society of Industrial & Office Realtors (Chicago, IL)*

MISSIONS AND NATIONAL OUTREACH

- Atlanta, GA - Broker/Site Consultant Visits*
- Chicago, IL - Broker/Site Consultants and Corporate Visits*
- Los Angeles, CA - Broker/Site Consultant Visits*
- Fresno, CA - Society of Industrial & Office Realtors Annual Dinner *

* Event(s) completed in cooperation with California Central Valley Economic Development Corporation (an 8-county regional marketing organization) or TeamCalifornia (a statewide marketing organization).



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Delta College

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INVESTORS

Six private sector investors joined the Partnership in 2013.
They are highlighted in the listing below.

PRIVATE SECTOR INVESTORS

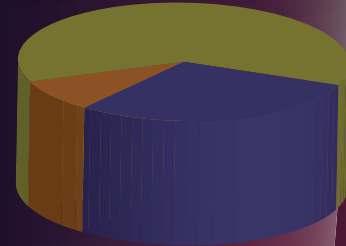
A. G. Spanos Companies
A. Teichert & Son
ARDEX L.P.
Austin Road Business Park
Bank of Agriculture & Commerce
Bank of Stockton
BBVA Compass
BNSF Railway
Boboli International
Boyce Resource Development
Brown Group, The
Buzz Oates Companies
CA Water Service Co.
Cambay Group, The
Capital River Group, LLC
CB Richard Ellis
CBC Steel Buildings
CenterPoint Properties
Central Valley Community Bank
Colliers International
Collins Electrical Company, Inc.
Cornish & Carey Commercial NKF
Cummings Design & Advertising
Cushman & Wakefield
Custom Building Products
DeGregori, Gormsen & Ringer
Delicato Family Vineyards
Devcon Construction, Inc.
Diede Construction
DSS Company dba Knife River Construction
DTE Energy
Durst Contract Interiors
Electric Vehicles International (EVI)
EMMI Physician Services, Inc.
Farmers & Merchants Bank
Financial Center Credit Union
Food 4 Less
Franklin Templeton
General Mills, Inc.
Grupe Commercial Company
Haggerty Construction
Hakeem, Ellis & Marengo
Hartin and Hume, Inc.
Health Plan of San Joaquin
Hilton Stockton
Holt of CA
HRM Plumbing Company, Inc.
IDI (Industrial Developments International)
J. H. Simpson Co.
JM Eagle
Jones Lang LaSalle
Kaiser Permanente
Bob & Janet Kavanaugh
Kjeldsen, Sinnock & Neudeck, Inc.
Kleinfelder, Inc.
Lagorio Family of Companies
Lee & Associates CRE
Lodi Gas Storage
Lodi Winegrape Commission
Manex Consulting
March Tower Associates
Mark III Construction

MCV Insurance Producers, Inc.
Mid Cal Industrial Properties
Moss Adams LLP
National University
Neumiller & Beardslee
Nor. CA Carpenters Regional Council
Oak Valley Community Bank
Oates Investments | Cable & Kilpatrick
Old Republic Title Co.
OmniTRAX/Stockton Terminal & Eastern RR (ST&E)
Pacific Gas & Electric Co.
Pacific Medical
Pacific Records Management
Pacific Southwest Container
Patmon Company, Inc.
Pennino Management Group
Premier Finishing
Premier Staffing
ProLogis
Quest Industries LLC
R & S Erection of Stockton
Rabobank
Record, The
Republic Services
Ricoh USA
Rivermaid Trading Company
San Joaquin Delta College
Sardee Industries, Inc.
Schwartz, Lantsberger & Adamson
ServiceMaster
Siegfried Engineering, Inc.
St. Joseph's Medical Center
Stockton Chamber of Commerce
Stockton Port Properties
Surtec, Inc.
Sutter Tracy Community Hospital
Swinerton Builders
TMW & Associates, Inc.
Union Pacific Railroad
United Rentals
University of the Pacific
US Bank
Verisum Corp.
Volt Workforce Solutions
W. L. Butler Construction, Inc.
Waste Management
Wells Fargo Bank
Wells Fargo Insurance Services
WestCore Properties
WMB Architects, Inc.

City of Lathrop
City of Lodi
City of Manteca
City of Stockton
City of Tracy
Port of Stockton
San Joaquin County
San Joaquin Council of Governments
San Joaquin Regional Rail Commission
San Joaquin Regional Transit District

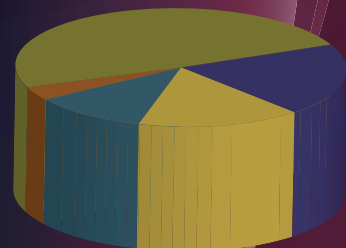
2014 BUDGET

Projected Revenues
\$965,928



■ Private / New Contributions 62.1%
■ Public Contributions 29.3%
■ Miscellaneous Income 8.6%

Projected Expenses
\$888,523



■ Program 49.4%
■ Direct Marketing 19.8%
■ General Management 16.1%
■ Advertising Expense 11.2%
■ Fundraising 3.5%

S U C C E S S F U L P R O J E C T S



"We believe 2014 is going to be the best year for job growth since the year 2000 in this county,"

*– Jeffrey Michael Ph.D.
Business Forecasting Center
University of the Pacific*

In 2013 the San Joaquin Partnership's client intake was on par with 2011 and 2012. The Partnership completed 14 successful client locations, expansions or retentions in 2013 illustrating the slow to modest growth predicted for the Central Valley.

The San Joaquin Partnership's 2013 business attraction, expansion and retention activities represent 1616 initial jobs with 2028 anticipated at build-out. The total initial investment is estimated at more than \$700 million, illustrating the business sector's faith in San Joaquin County and in rebuilding the economy.

Four projects were local companies that expanded in San Joaquin County and represent 82 retained jobs.

The breakdown of 2013 projects include: six manufacturers, three service providers, four logistics operations —the movement of goods and commodities, and one project classified as "other" since it is a service-assembly operation.

The San Joaquin Partnership continues to see steady activity for competitive projects with San Joaquin County being seen as an international center of commerce in northern California's Mega Region of over 12.5 million consumers located in the Bay Area, Sacramento and Central Valley.

It is San Joaquin USA – where we can grow it, make it and ship it!

MANUFACTURING

NEW ATTRACTION

Ecologic Brands, Inc. - an entrepreneurial company credited with fabricating America's first paper bottle, opened a manufacturing facility in Manteca that will be producing 60 million molded paper bottles annually made from recycled materials.

Jobs: 60-120 new jobs

Square Footage: 58,800

San Joaquin Partnership Services:

Site location, incentive analysis, HR and permit assistance, utility information, provider referrals and meeting facilitation

San Joaquin Partnership Investor:

Haggerty Construction, Inc. was the general contractor; PG&E

Brokers: Tyson Vallenari, CBRE and Jim Martin, Lee & Associates Commercial Real Estate

Agency Assistance: City of Manteca Economic Development and Community Development departments, San Joaquin County EDA (Enterprise Zone)

"This San Joaquin County location has fantastic transportation infrastructure including freight lines and the Port of Stockton. This allows us to reduce costs and establish an effective supply chain."
– Andrew Falcon, Ecologic Brands COO

NEW ATTRACTION

International Windows is locating an aluminum window frame manufacturing operation into the former Noll Manufacturing facility in Airport Gateway Center. Universal Molding Extrusion Co. acquired International Windows and is relocating it from Hayward to Stockton.

Jobs: 75-200 new jobs

Square Footage: 318,320

San Joaquin Partnership Services: Site location, permitting assistance, incentive information & referrals of local service providers

San Joaquin Partnership Investor: Haggerty Construction Inc. performed due diligence inspection services

Broker: Michael Goldstein, Colliers International

Agency Assistance: CA Central Valley EDC (CCVEDC), CA Employment Training Panel, San Joaquin County EDA (Enterprise Zone)

NEW ATTRACTION

Michael & Company Precision Metal Fabricators makes parts for the building construction industry including the Bay Bridge project. It relocated its manufacturing facilities from Galt to

Lockeford, an unincorporated town in east San Joaquin County.

Jobs: 45 new

Square Footage: 49,420

San Joaquin Partnership Services:

Incentive analysis, permitting assistance, meeting facilitation and provider referrals

Broker: Wes Widmer, Colliers International and Kevin Lynch, Cornish and Carey KNF

Agency Assistance: San Joaquin County Community Development and Environmental Health departments, CA Employment Training Panel and San Joaquin County EDA (Enterprise Zone)

NEW ATTRACTION

NEMO Building Systems, a division of Nautilus Group, Inc., has opened a start-up operation in Lathrop to manufacture and assemble modular structures for use by Nautilus Group in the construction of company-owned residential, institutional and medical-type facilities in the Berkeley-Oakland area.

Jobs: 50-60 new

Square Footage: 118,056

San Joaquin Partnership Services:

Incentive analysis, demographics information, HR assistance, meeting facilitation and provider referrals

Broker: Michael Goldstein, Colliers International and Blake Rasmussen, CBRE
Agency Assistance: City of Lathrop, San Joaquin County EDA (Enterprise Zone), SJC WorkNet and CalWORKs, CA Employment Training Panel and Employment Development Department, San Joaquin Delta College, Stockton Chamber Apprenticeship Program and SJC Office of Education ROP Program

EXPANSION

Sunrise Fruit & Nut Company, a Linden cherry food processor, expanded operations to the Crosstown Commons Business Park in Stockton. Cherries are de-stemmed, pitted, blanched and dried to various consistencies then sent in bulk to national and international clients.

New/Retained Jobs: 10 new and 24 seasonal

Square Footage: 35,000

San Joaquin Partnership Services: Site location assistance, incentive analysis, permit assistance, provider referrals and meeting facilitation

Broker: John Fondale, Cornish & Carey KNF and Darren McFadden, Lee & Associates Commercial Real Estate

Agency Assistance: City of Stockton Community Development and Economic Development departments

EXPANSION

Trinchero Family Estates, the nation's fourth-largest wine seller, is constructing a \$300 million expansion over the next three years of its Lodi winery. The expansion will double its wine production and create a new central bottling and distribution center.

Jobs: 400 new

Square Footage: 700,000

San Joaquin Partnership Services: Site location assistance, incentive analysis and demographic information NOTE: The San Joaquin Partnership was instrumental in Trinchero's initial location to San Joaquin County in 1998 as well as its 2009 addition of a crushing facility

Agency Assistance: San Joaquin County Community Development Department

SERVICE

EXPANSION

Collins Electric Company is a \$100+ million dollar per year electrical contractor headquartered in Stockton, CA for more than 80 years. Collins is consolidating its Modesto and Stockton offices into a new facility in the Arch Road Business Park with final move-in by spring 2014.

New/Retained Jobs: 20 new/33 retained

Square Footage: 68,000

San Joaquin Partnership Services: Permitting assistance, development fee estimates and meeting facilitation

San Joaquin Partnership Investor: HRM Plumbing is the design build plumbing contractor; Kleinfelder provided engineering services

Broker: Tim Mustin, Jones Lang LaSalle

Agency Assistance: City of Stockton Economic Development and Community Development departments

"Even though I'm an electrical contractor and have contact with the building department, I've never had to seek a permit for my own building with multiple permits. I became a consumer like any other building owner. A neophyte to the process. A simple call to the San Joaquin Partnership set the wheels in motion to set up a meeting with the Economic Review Committee where the

department heads provided regulatory guidance on our project. 'One-stop shopping' so to speak. The experience was far better than I could have hoped for. If I hadn't had a resource like the San Joaquin Partnership I can only imagine the difficulties I may have encountered."
– Gene Gini, President & CEO
Collins Electric Co.

NEW ATTRACTION

Crothall Healthcare, the first tenant in Manteca's CenterPoint Intermodal Center, is constructing an industrial laundry. Crothall will be seeking USGBC LEED-certification for the facility, which will provide centralized laundry services for area healthcare facilities.

Jobs: 89 new

Square Footage: 60,150

San Joaquin Partnership Services: Fee estimates, permitting assistance, incentive analysis, demographics,



meeting facilitation

San Joaquin Partnership Investor: CenterPoint Properties

Broker: Tom Davis & Jim Martin, Lee & Associates Commercial Real Estate

Agency Assistance: City of Manteca Economic Development, Community Development and Public Works departments

"We chose this location because we are confident that CenterPoint Properties can execute the complex design of this

building. We are thankful to the Mayor and the City of Manteca for their open arms that made this project possible."
– Steve Carpenter, President
Crothall Healthcare

NEW ATTRACTION

The Solar Company, a family-owned and operated Bay Area solar panel installation company, opened a new service center in Tracy. The company has gained popularity as the official solar provider for the Golden State Warriors.

Jobs: 15-20 new

Square Footage: 10,800

San Joaquin Partnership Services: Incentives analysis, permit & HR assistance and provider referrals

Agency Assistance: San Joaquin County EDA (Enterprise Zone) and City of Tracy Community & Economic Development departments

"Tracy is centrally located, the real estate square footage price is reasonable, and there are qualified people who are ready and willing to work."
– Mark Danenhower, Owner & CEO
The Solar Company

LOGISTICS & ASSEMBLY

RETENTION

Tuff Shed Inc., one of America's leading providers of installed storage buildings and garages, relocated to a highly visible facility near Highway 99 in the unincorporated county.

Jobs: 6 new/5 retained

Square Footage: 24,800

San Joaquin Partnership Services: Incentive analysis, permitting assistance, meeting facilitation and provider referrals

Broker: John Fondale, Cornish & Carey NKF and Wes Widmer, Colliers International

Agency Assistance: San Joaquin County Community Development and Public Works departments

LOGISTICS

NEW ATTRACTION

Amazon, the nation's largest online retailer, opened a state-of-the-art fulfillment center in Tracy last October in time for the December holiday rush.

SUCCESSFUL PROJECTS



Jobs: 800 -1,000 new
Square Footage: 1,017,353
San Joaquin Partnership Services: Fee estimates and incentive analysis
San Joaquin Partnership Investor: Prologis; Kleinfelder provided engineering services; Knife River Construction provided construction materials as well as contracting services for site work
Agency Assistance: City of Tracy, GoBIZ

*"We are grateful to be members of the California business community and to be employing so many hardworking and skilled Californians. We are excited to be growing in the state and to be creating hundreds of full-time positions in Tracy."
 – Mike Roth, Vice President of Amazon's North American operations*

EXPANSION

Ryder Logistics, a third party logistics provider for Heinz Distribution, relocated to Stockton's Airport Gateway Center
Jobs: 22 new
Square Footage: 370,986
San Joaquin Partnership Services: Site location, incentive analysis, demographic information and provider referrals
San Joaquin Partnership Investor: Prologis; Kleinfelder provided engineering services
Broker: Matt Cologna, Cushman & Wakefield
Agency Assistance: City of Stockton Economic Development and Community Development departments

EXPANSION

TCP, Inc., (Technical Consumer Products, Inc.), a privately-held leader in energy efficient lighting innovations, expanded its Stockton operations, allowing them to serve the West Coasts' 13 states, including Alaska and Hawaii.
New/Retained Jobs: 24-36 new/12 retained
Square Footage: 135,000
San Joaquin Partnership Services: Fee estimates, permit assistance, incentive analysis, meeting facilitation and provider referrals
Broker: John Fondale, Cornish & Carey, NKF and CBRE Stockton Team
Agency Assistance: San Joaquin County EDA (Enterprise Zone), City of Stockton Economic Development Department

EXPANSION

Weyerhaeuser, one of the world's largest forest products companies and wholesale distributor of building materials, relocated its Stockton distribution operations to a new site within the city, consolidating two existing facilities into a single unit.
New/Retained Jobs: 32 retained
Square Footage: 150,000
San Joaquin Partnership Services: Incentive analysis, permit assistance, meeting facilitation and provider referrals
San Joaquin Partnership Investor: Durst Contract Interiors installed workstations; Diede Construction provided equipment relocation services
Broker: Tyson Vallenari, CBRE and Darren McFadden, Lee & Associates Commercial Real Estate
Agency Assistance: City of Stockton Economic Development and Community Development departments, PG&E



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- Industrial Property Cleanup
- Site Surveys & Inspections
- Remodels
- Metal Buildings
- Security Board-Ups
- Value Engineering



Ryan and Andrea Haggerty

2474 Wigwam Drive, Ste. A
 Stockton, CA 95205
 (209) 475-9898
www.haggertyconstruction.net

*"Weyerhaeuser has been a part of the Stockton community since 2001, and we're thrilled to have found a new location that keeps us in the city while meeting our day-to-day needs. By doing so, we'll be able to retain all of our existing staff and maintain our prime central position in Northern California."
 – George Perrault, Region Manager, Weyerhaeuser Distribution*



CREATE A CULTURE OF GOOD HEALTH IN SAN JOAQUIN COUNTY

Employers that choose Kaiser Permanente are not only making an investment in their business, they're making an investment in their people. In fact, companies with the most effective health plans consistently report higher revenue per employee as well as higher shareholder returns. Of course, the biggest benefit of all is keeping the people you work with happy and healthy. Find out how we can help at kp.org/totalhealthandproductivity.

SAN JOAQUIN USA

NORTHERN CALIFORNIA'S CROSSROADS OF COMMERCE



The **San Joaquin Partnership** connects the opportunities of San Joaquin County to the needs of its clients.

- Provides centralized confidential information and connection to key business and community decision-makers
- Provides site location and business advice
- Represents the best business location in the Northern California Mega Region

Support Job Growth in San Joaquin County. Join the San Joaquin Partnership.



SAN JOAQUIN PARTNERSHIP

A private non-profit economic development corporation serving San Joaquin County

2800 West March Lane, Suite 470, Stockton, CA 95219-8220 • (209) 956-3380 • (800) 570-5627
sanjoaquinusa.org

A strong private sector advocate for Business & Industry in San Joaquin County.

Join the Business Council.



2800 West March Lane, Suite 473, Stockton, CA 95219-8220 • (209) 956-3388 • bci@sjpnet.org

Report of Marketing and Outreach Activities

June 2014

OUTREACH

- Attended Benjamin Holt Improvement Project meeting – May 20
- Attended SME Silicon Valley 3D Printing & Robotics Conference – Santa Clara, May 22
- Attended 2014 Real Estate Roundup & Expo – Livermore, May 28
- Attended *Comstock's* Editorial Board lunch – Sacramento, May 29
- Attended California- Shandong High-Level Trade & Investment Conference – Santa Clara, May 30
- Attended breakfast for California State University (CSU) Chancellor Timothy White – Stockton, June 3
- Attended Stockton Chamber Business Showcase & Mixer – June 4
- Attended SJCOG HCP Workshop – Stockton, June 16
- Attended California Competes Tax Credit Program Committee Meeting – West Sacramento, June 19
- Attended Verve Networks Reception – Stockton, June 19
- Attended iHub Announcement Mixer – Stockton, June 19
- *Economic View* – Electronic Newsletter sent May 29 and June 23

PARTNER OUTREACH

- Attended PG&E “Meet & Greet” President Christopher Johns – Stockton, May 29
- “Meet the CEO” with SJ Delta College President Kathy Hart – June 12
- Individual Investor Meetings

MARKETING

- Participated with CCVEDC in SIOR Golf Event – Livermore, June 5
- Participated in IAMC Local Event – Cupertino, June 18
- Membership Directory published
- Continuation of “Daily Good News Briefs” mass e-mailing
- Social marketing increased through creation of Facebook, Twitter and LinkedIn (1,410)

Upcoming Events

- Membership Welcome BBQ – August 14, 4:30-to-6:30 PM UOP Alumni House
- IAMC Fall Conference – September 13-17, Quebec, Canada

PRESS RELEASES

None

NEW CLIENT ACTIVITY

<u>Year</u>	<u>May</u>	<u>June</u>	<u>Year-to-Date</u>
2014	10	4	29
2013	7	7	37
2012	5	5	41

Report of Marketing and Outreach Activities June 2014

PROJECT ANNOUNCEMENTS

<u>Company Name</u>	<u>Location</u>	<u>Square Footage</u>	<u># of Jobs</u>
Undisclosed Manufacturer	Stockton (Port)	80,000	3 New / 14 Retained
Bossard North America	Tracy	54,000	10

WINS LIST – 2014 TO DATE

<u>Company Name</u>	<u>Sq. Ft.</u>	<u>Jobs</u>	<u>Type</u>	<u>City or SJC</u>
Undisclosed Manufacturer	80,000	3 New / 14 Retained	Mfg	Stockton (Port)
Bossard North America	54,000	10	Logistics	Tracy
Tesla Motors	430,770	120 (500 BO)	Mfg	Lathrop
PACE Supply Corporation	194,940	40	Logistics	Stockton
Boretech	58,800	36-40 (45 BO)	Mfg	Stockton

WINS – 2014 TO DATE

- **Total Win Projects to Date** **5**
 - Square Footage 818,510
 - Jobs
 - New 209-598
 - Retained 14

CRITICAL PROJECTS

		<u>In Process</u>	<u>In Final</u>
○ Active Critical Projects	13	6	7
○ Square Footage	3,605,900	2,179,500	1,426,400
○ Job Potential	1,831	683	1,148
○ Jobs Retained	108	0	108

Of the total 13 Critical Projects, four are Retention/Expansion.

Report of Marketing and Outreach Activities June 2014

HUMAN RESOURCES DEVELOPMENT “Projects in Recruitment”

<u>Company</u>	<u>WorkNET Notes</u>
Agro-Culture Liquid Fertilizers	<i>Filled two positions.</i>
Amazon	<i>Recruitment has been completed. Hired 20 from WorkNet.</i>
American Custom Meats	<i>Not currently hiring, will be in a few months.</i>
Cal Ranch, Inc.	<i>Re-opened job order posting. Not filled yet.</i>
Cottage Bakery	<i>Is now using their own website for recruiting.</i>
Diamond Foods	<i>Has hired 50 laborers. Recruiting for 5 administrative positions.</i>
DTE Energy Services	<i>Conducted recruitment for 7 positions, 2 positions filled. Still recruiting.</i>
ECS Refining	<i>Recruiting.</i>
Ecologic Brands, Inc.	<i>Recruiting.</i>
Fox Head, Inc.	<i>Conducted recruitment. Interviewed for 26 positions. Hired 15.</i>
Gordon Trucking	<i>Recruiting. Hired three truck drivers.</i>
International Windows	<i>Recruiting for plant manager and other positions.</i>
NEMO Building Systems	<i>Hired 13 for various management positions. Interviewing continues.</i>
Recycling Operation	<i>Recruiting for 54 positions.</i>
South Bay Auto Auction	<i>Filled 10 positions. Recruitment complete.</i>
TCP, Inc.	<i>Hired one. Recruiting for 5 positions.</i>
Wilmar Gavilon, LLC	<i>Filled two management positions.</i>

WorkNet Update Received 6/25/14

EMPLOYMENT TRAINING PANEL - Approved Contracts for Job Training

None to report.

SAN JOAQUIN COUNTY STATISTICS

<u>Employment/Unemployment</u> (in thousands)	<u>May '13</u>	<u>Apr '14</u>	<u>May '14</u>	<u>Change/Year</u>
Civilian Labor Force	307.1	293.0	304.1	-1.0%
Civilian Employment	270.7	259.0	272.9	0.8%
Civilian Unemployment	36.5	34.0	31.2	-14.5%

Unemployment Rates

San Joaquin County	11.9%	11.6%	10.3%	-1.6
California	8.6%	7.4%	7.1%	-1.5
United States	7.3%	5.9%	6.1%	-1.2

	<u>May 2013</u>	<u>May 2014</u>
Escalon	10.9%	9.4%
Lathrop	9.5%	8.2%
Lodi	8.9%	7.7%
Manteca	10.3%	8.9%
Ripon	8.2%	7.1%
Stockton	14.4%	12.5%
Tracy	7.3%	6.3%

Next release date from State of California EDD Labor Market Information Division is July 18, 2014.

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPROVING FINDINGS AND AUTHORIZING A 12-MONTH SERVICE AGREEMENT WITH SAN JOAQUIN PARTNERSHIP, INC., IN THE AMOUNT OF \$76,500, TO ASSIST WITH ECONOMIC DEVELOPMENT ACTIVITIES

Since 1992 the City of Stockton (City) has entered into an annual service agreement with the San Joaquin Partnership, Inc. (Partnership) to assist with economic development activities; and

The Partnership leverages public and private resources to position San Joaquin County as a major competitor in attracting targeted industries; and

The City seeks to continue to acquire the unique services provided by the Partnership relative to economic development; and

Stockton Municipal Code (SMC) section 3.68.070 provides for an exception to the competitive bidding requirements for sole source vendors in cases where the City Council has approved findings which support and justify exceptions to the competitive bidding process; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. Pursuant to the requirements of SMC section 3.68.070, the City Council approves the following findings, which support and justify using the Partnership as a sole source vendor under an exception to the competitive bidding process:

- a. The Partnership is the only public-private membership entity in San Joaquin County focusing on business and job attraction.
- b. All of the incorporated cities within the County, as well as San Joaquin County, are members along with many of the major businesses in the County.
- c. The Partnership is a unique organization, offering one-of-a-kind services to the residents of San Joaquin County, including:
 1. Conducting regional studies related to job creation;
 2. Targeting, inviting and hosting potential clients;

3. Engaging in educational and recruiting visits to benchmark regions; and
4. Producing marketing materials for San Joaquin County as a place of business.

2. Based on these findings, pursuant to SMC section 3.68.070 the City Council declares that an exception to the competitive bidding process is justified.

3. The Service Agreement for the term commencing July 1, 2014, through June 30, 2015, between the City and the Partnership, in the amount of \$76,500, attached hereto as Exhibit 1 and incorporated by this reference, is hereby approved.

4. The City Manager is authorized to execute the Service Agreement on behalf of the City.

5. The City Manager is hereby authorized to take any and all actions deemed necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED August 12, 2014.

ANTHONY SILVA
Mayor of the City of Stockton

ATTEST:

BONNIE PAIGE
City Clerk of the City of Stockton

SERVICE AGREEMENT

ARTICLE 1

PARTIES AND PURPOSE

Section 1.1 PARTIES

THIS SERVICE AGREEMENT ("Agreement") is entered into as of July 1, 2014, by and between the CITY OF STOCKTON ("CITY"), a municipal corporation, and the SAN JOAQUIN PARTNERSHIP, INC. ("CONTRACTOR"), a California non-profit corporation.

RECITALS

WHEREAS, CITY desires to use funds for the promotion of social and economic welfare of its citizens through economic growth and creation of job opportunities for CITY residents; and

WHEREAS, CONTRACTOR is organized under the non-profit laws of the State of California for the purpose of promoting social welfare; and

WHEREAS, CITY and CONTRACTOR have recognized their joint interests, desires and objectives, and have determined that their mutual economic development goals can best be attained by working together; and

WHEREAS, the City Council of the City of Stockton, California, has approved the use of funds to enable and assist CONTRACTOR to operate a program designed to accomplish the desired economic development; now, therefore,

In consideration of the mutual covenants, promises, and the performance of the conditions contained herein, CITY and CONTRACTOR agree as follows:

ARTICLE 2

SCOPE OF SERVICES

Section 2.1 SCOPE OF SERVICES

The scope of services to be performed by CONTRACTOR shall include, but shall not be limited to, the following:

1. Economic Development - Marketing
 - a. Implement the 2014-2015 Action Plan, with the goal of attracting fifteen (15) projects and creating 1,500 new jobs in San Joaquin County in 2013-2014.
 - b. Market the CITY to companies located outside the County through advertisements, public relations, direct marketing, and provide the CITY with legitimate businesses that are interested in locating business operations within the CITY.
 - c. Reach and provide information to prospective Enterprise Zone companies within the CITY.
 - d. Coordinate marketing efforts and strategies with local entities.
 - e. Provide the CITY with quarterly reports detailing the activities to date and the progress to date on job creation, along with status reports to keep the CITY informed about interested companies.
2. Economic Development - Analysis

Perform economic research, including the compilation and analysis of economic data. CONTRACTOR shall provide CITY with pertinent information on an as-needed basis, as well as with quarterly written reports.

ARTICLE 3
TERMS AND CONDITIONS

Section 3.1 TERMS AND CONDITIONS

1. CITY may assign appropriate CITY staff and provide technical support as CITY and CONTRACTOR mutually deem appropriate.
2. CONTRACTOR shall remain responsible and accountable for the performance of the terms and conditions of this Agreement, notwithstanding that CONTRACTOR may employ consultants to perform any of its activities.
3. The term of this Agreement shall be July 1, 2014 through June 30, 2015.

4. Payment:

a. Payment shall be disbursed in two equal six-month installments of \$38,250, covering the periods of July 1, 2014 to December 31, 2014; and January 1, 2015 to June 30, 2015.

b. Prior to disbursement of either payment, CONTRACTOR shall provide the CITY with a concise, detailed written summary of the prior period's activities. Such a summary shall include both quantitative and qualitative information that addresses the Scope of Work on a point-by-point basis in order for the CITY to evaluate the program's effectiveness. CITY, as well as County, benefits shall be evaluated. CONTRACTOR shall also submit to CITY a quarterly financial statement including both contributions and expenditures. Also to be included is information on the current year's budget devoted to marketing; specific services provided with those expenditures; the number, location, dates, and types of trade shows attended, where the CITY is affirmatively marketed; the location and dates of marketing trips, including those with the California Office of Business and Economic Development (Go-Biz) and TeamCalifornia; and any other external marketing data.

c. The maximum amount of compensation provided to the CONTRACTOR pursuant to completion of the scope of work under the terms and conditions of this Agreement shall be \$76,500.

5. CONTRACTOR and CITY shall, at the request of either, meet to discuss, plan, and implement required activities. CONTRACTOR shall comply with all reasonable requests of CITY to keep CITY informed with respect to CONTRACTOR's activities in the performance of this Agreement.

6. CONTRACTOR agrees to maintain financial records in a form and manner as may be required by the Internal Revenue Service (IRS), and, upon written request by the CITY, shall make such records of CONTRACTOR, relative to this Agreement, available to CITY and IRS.

7. CITY reserves the right to periodically audit all charges made by CONTRACTOR for services under this Agreement. Upon request, CONTRACTOR

agrees to furnish CITY, or a designated representative, with necessary information and assistance to complete the audit. CONTRACTOR agrees that CITY or its delegate has the right to review, obtain, and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide all relevant information requested and shall provide access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other materials that may be relevant to any matter under investigation to permit CITY to determine compliance with this requirement. CONTRACTOR agrees to maintain such record for a period not less than three (3) years following final payment under this Agreement.

8. In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any subcontractors on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, age, or ancestry.

9. Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally served or sent by certified mail or express or overnight delivery, postage prepaid, addressed to the respective parties as follows:

To CITY: Economic Development Department
City of Stockton
425 North El Dorado Street, 3rd Floor
Stockton, CA 95202

To CONTRACTOR: President/CEO
San Joaquin Partnership, Inc.
2800 West March Lane, Suite 470
Stockton, CA 95219

10. Should any portion of this Agreement be rendered void, invalid, or unenforceable by any regulation, law, or by any court of law for any reason, such determination shall not render any other portion of this Agreement void, invalid, or unenforceable.

11. This Agreement shall be governed by the laws of the State of California and the venue shall be San Joaquin County.

12. This Agreement may be terminated by either party without further rights or obligations upon the giving of sixty (60) days advance written notice to the other party.

13. CONTRACTOR shall indemnify, defend, and hold CITY harmless from any claim, suit, or action brought on account of any person for death or injury to person or property resulting from CONTRACTOR's performance under this Agreement.

14. It is understood that CONTRACTOR is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor. Under no circumstances shall this Agreement be construed to create an employer-employee relationship between CITY and CONTRACTOR.

15. CONTRACTOR shall comply with the current CITY policy concerning insurance coverage and minimum limits of coverage. All insurance carriers shall provide to CITY a minimum of thirty (30) days prior notice of any change of coverage or cancellation. CITY shall be named as an additional insured on all policies required by this Agreement.

16. This Agreement may not be modified, changed, or amended unless such modification or amendment is approved in advance and in writing signed by both Parties to this Agreement.

17. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the disputes shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the court.

18. CONTRACTOR binds itself, its partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

19. CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal.

20. This Agreement represents the entire and integrated Agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF STOCKTON, a municipal corporation

SAN JOAQUIN PARTNERSHIP, INC., a California non-profit corporation

By: _____
KURT O. WILSON, City Manager
"CITY"

By: _____
MIKE AMMANN, President/CEO
"CONTRACTOR"

ATTEST:

APPROVED TO FORM:

By: _____
BONNIE PAIGE
City Clerk

By: _____
Name _____
(CONTRACTOR'S Attorney)

APPROVED AS TO FORM:
JOHN M. LUEBBERKE, City Attorney

By: _____
DEPUTY CITY ATTORNEY

12.4 14-0850

**APPROVE AN AMENDMENT TO PROFESSIONAL SERVICES
MASTER CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC.
FOR THE MARCH LANE ADAPTIVE TRAFFIC CONTROL SYSTEM
(PROJECT NO. 13-12/FEDERAL PROJECT NO. CML-5008(127))**

Recommended Action: RECOMMENDATION

It is recommended that the City Council approve a motion authorizing the City Manager to execute an Amendment to Professional Services Master Contract with Kimley-Horn and Associates, Inc., in the amount of \$99,899, for design services for the March Lane Adaptive Traffic Control System (Project No. 13-12/Federal Project No. CML-5008(127)).

It is further recommended that the motion authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.

Department: Public Works

Attachments: [Attachment A - Map - March Lane Adaptive Traffic Control](#)

[Attachment B - Amendment to Professional Services Master Contract Kimley-Horn](#)



City of Stockton

Legislation Text

File #: 14-0850, Version: 1

APPROVE AN AMENDMENT TO PROFESSIONAL SERVICES MASTER CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE MARCH LANE ADAPTIVE TRAFFIC CONTROL SYSTEM (PROJECT NO. 13-12/FEDERAL PROJECT NO. CML-5008(127))

RECOMMENDATION

It is recommended that the City Council approve a motion authorizing the City Manager to execute an Amendment to Professional Services Master Contract with Kimley-Horn and Associates, Inc., in the amount of \$99,899, for design services for the March Lane Adaptive Traffic Control System (Project No. 13-12/Federal Project No. CML-5008(127)).

It is further recommended that the motion authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.

Summary

The project will install an Adaptive Traffic Control System on March Lane between Feather River Drive and Montauban Avenue at 19 signalized intersections. The adaptive traffic control system will coordinate the signals based on real-time traffic demand which will increase the average vehicle speed, reduce stops and delays, and improve air quality and roadway safety. In general, the project will modify all traffic signals within the project limits along March Lane (Attachment A - Vicinity Map). A federal grant has been awarded through the Congestion Mitigation and Air Quality (CMAQ) program in the amount of \$1,172,137 for design and construction of the project. This grant requires a local match in the amount of \$151,863 which will be provided by Valley Air District grant funds.

The City requested proposals from seven firms on the Professional Services Master Contract for design of this project, and it is recommended that the proposal from Kimley Horn and Associates, Inc., in the amount of \$99,899, be accepted.

DISCUSSION

Background

The project will install an Adaptive Traffic Control System on March Lane between Feather River Drive and Montauban Avenue at 19 signalized intersections. The adaptive traffic control system will coordinate the signals based on real-time traffic demand which will increase the average vehicle speed, reduce stops and delays, and improve air quality and roadway safety. In general, the project will modify all traffic signals within the project limits along March Lane (Attachment A - Vicinity Map).

On March 13, 2012, Council approved Motion No. 2012-03-13-1204 authorizing the application for a grant for the March Lane Adaptive Traffic Control System under the CMAQ program. The CMAQ

program is one of many federal funding programs authorized under the transportation legislation entitled the Moving Ahead for Progress in the 21st Century Act adopted in July, 2012. Funds are available through the CMAQ program for projects like the March Lane Adaptive Traffic Control System that contribute to the attainment or maintenance of National Ambient Air Quality Standards. The CMAQ funding application in the total amount of \$1,324,000 was approved, and the project received \$1,172,137 in CMAQ federal funds. The required local match is \$151,863.

In March 2012, staff submitted a grant application to the San Joaquin Valley Air Pollution Control District under the Public Benefit Grant Program-Advanced Transit and Transportation program to fund the local share in the amount of \$151,863. In January 2013, staff was informed by the Valley Air District that the grant application amount of \$151,863 had been approved. Public Benefit Grant Program funds can only be used for construction related work.

Present Situation

On July 13, 2010, Council adopted Resolution No. 10-0242 approving Professional Services Master Contracts for Design, Geotechnical, Testing, Plan Review, and Survey Services with firms. The list of firms is informally called the "Vendor Pool List". These firms provide services as needed to accommodate the City's aggressive project delivery schedules. The contracts are valid for a period of five years. The scope of services and fee are negotiated on a project specific basis. If the negotiated fee for a particular project exceeds Charter limits, a contract amendment is submitted to Council for consideration.

Staff requested and received authorization from Caltrans to proceed with project design in May 2013. Proposals for design services for the March Lane Adaptive Traffic Control System were requested from seven engineering firms on the approved vendor pool list. The seven firms were:

TJKM Transportation Consultants	Pleasanton
Fehr and Peers	Roseville
Kittelson & Associates, Inc.	Sacramento
DKS Associates	Oakland
Stantec	Walnut Creek
Kimley-Horn and Associates, Inc.	Oakland
RBF Consulting	Sacramento

Four of the firms, DKS Associates, Kittelson & Associates, RBF Consulting, and Fehr and Peers, did not submit proposals, as they did not have enough staff time or relevant expertise with this type of project.

Staff reviewed the proposals submitted by TJKM Transportation Consultants, Stantec, and Kimley-Horn and Associates, Inc. Federal regulations require staff to select a consultant based on qualifications and understanding of the project only. Each proposal was graded by review of panel members according to the following criteria:

1. Understanding of the work to be done
2. Experience with similar kinds of work

3. Quality of staff for work to be done
4. Capability of developing innovative or advanced techniques
5. Familiarity with State and federal procedures
6. Thoroughness of work plan

The proposal presented by Kimley-Horn and Associates, Inc. was ranked the highest, and as a result the firm was selected as the most qualified to provide design services for the March Lane Adaptive Traffic Control System project. Their expertise in adaptive traffic control systems and their knowledge of the City's traffic signals and traffic management system were key strengths. Specifically, Kimley-Horn and Associates, Inc. was the highest ranking consultant because they presented a thorough work plan, demonstrated understanding of the project, and have a highly qualified project manager. Kimley-Horn and Associates, Inc. recently completed the design of the Wilson Way Adaptive Traffic Control System, which involves ten traffic signals along Wilson Way. The firm also competed or current working on multiple designs for Bus Rapid Transit projects on Airport Way, Hammer Lane, and Dr. Martin Luther King Jr. Boulevard, and provided construction related services on the projects. Their proposed cost of \$99,899 (Attachment B) is 7.6 percent of the total estimated project cost, which is considered to be reasonable for this type of project. The project is funded in part with federal funding and the consultant selection process must follow federal regulations. Accordingly, consultant cost proposals must be submitted in separate sealed envelopes, and only the envelope of the highest qualified firm can be opened. If negotiations with the highest qualified firm fail, then the fee envelope for the next highest qualified firm can be opened and so forth.

Additional technical services will be required to perform integration adjustments and calibration of the adaptive system equipment. Staff anticipates submitting a recommendation to Council to contract with a design firm for these services prior to starting construction of this project.

Federal Disadvantaged Business Enterprise (DBE) program rules apply to this project. DBE rules require that the prime contractor either meet a calculated project specific DBE participation goal, or undertake and document good faith efforts to do so. If the apparent low bidder does not meet the project goal, a Good Faith Efforts Evaluation must be made examining several specific factors. Failure to meet the goal or make adequate good faith efforts are grounds for rejecting the bidder or design proposal as non-responsive.

By definition, a DBE is a socially and economically disadvantaged small business owned by a woman or by a specified ethnic group that has been properly certified by Caltrans. These groups include:

- African American
- Asian Pacific American
- Native American
- Women
- Hispanic American
- Subcontinent Asian American

A DBE goal of 4.25 percent was established for this project. The goal was calculated by examining the breakdown of the types of work to be performed, and the availability of certified DBE companies in our market area to perform the work.

Kimley-Horn and Associates, Inc. has proposed 7.51 percent DBE participation, which meets the DBE goal. Therefore, staff recommends Council approve a motion authorizing an Amendment to Professional Services Master Contract with Kimley-Horn and Associates, Inc. in the amount of \$99,899 for design services.

Financial Summary

Design funding for this project in the amount of \$150,200 was appropriated by Council in the FY 2013 -14 Capital Improvement Program and Annual Budget. Account No. 308-3020 (PW1312) has been set up for the March Lane Adaptive Traffic Control System project.

Available design funds over and above the amount needed for the Kimley-Horn contract will be used for contingencies, change order authority, and staff costs, or could be rolled forward into the construction portion of the project.

No further appropriations are required. There is no impact to the City's General Fund or to any other unrestricted fund as a result of taking the recommended action.

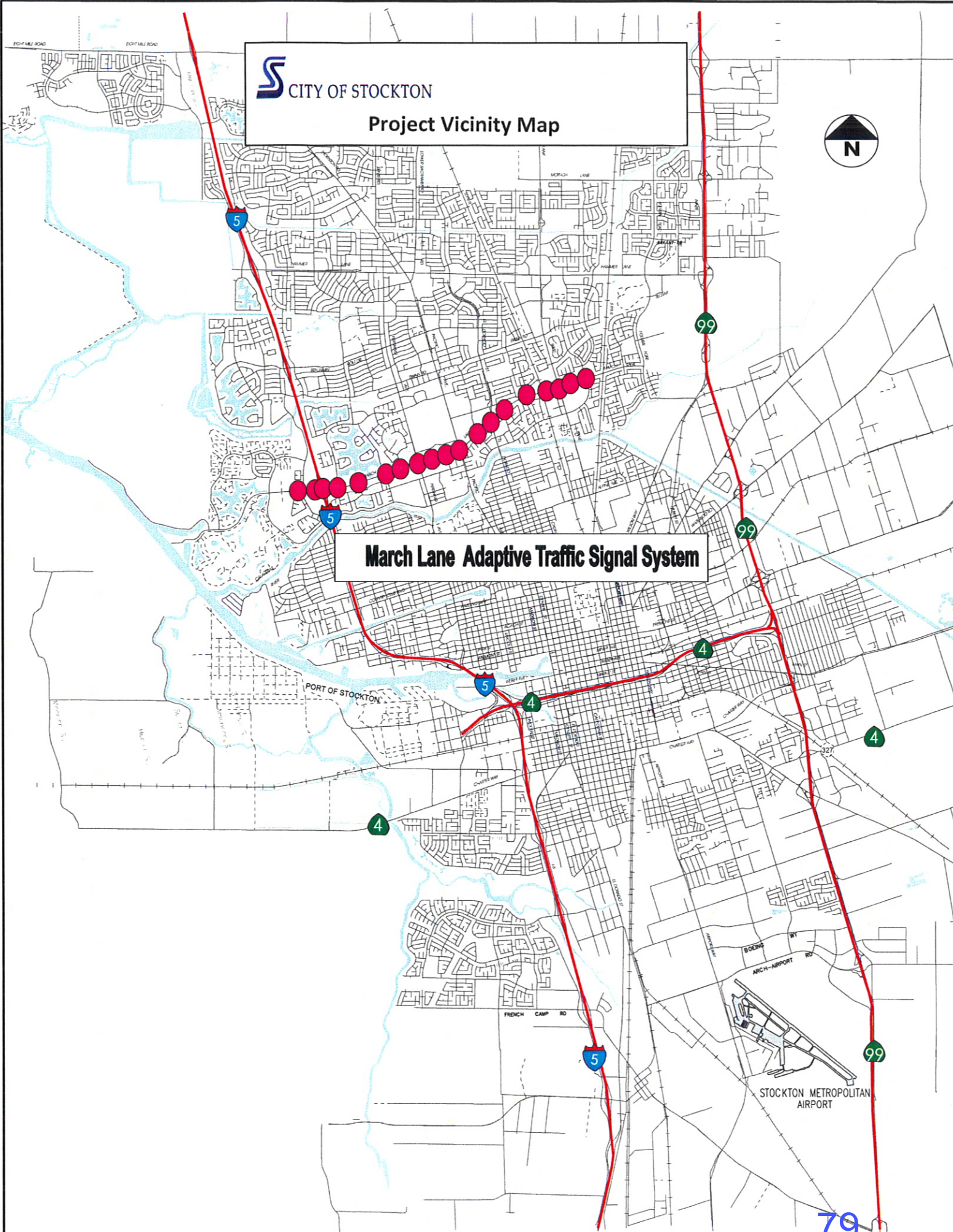
Attachment A - Vicinity Map

Attachment B - Amendment to Professional Services Master Contract with Kimley-Horn and Associates, Inc.



CITY OF STOCKTON

Project Vicinity Map



March Lane Adaptive Traffic Signal System

**AMENDMENT TO PROFESSIONAL
SERVICES MASTER CONTRACT
WITH KIMLEY-HORN AND ASSOCIATES, INC.**

This Amendment to Professional Services Master Contract for design is made and entered into on _____, by and between the City of Stockton, a municipal corporation, hereinafter referred to as "CITY," KIMLEY-HORN AND ASSOCIATES, INC., hereinafter referred to as "FIRM," to provide CITY with design for the MARCH LANE ADAPTIVE TRAFFIC CONTROL SYSTEM (PROJECT NO. 13-12 / FEDERAL PROJECT NO. CML-5008 (127)), hereinafter referred to as "PROJECT."

WITNESSETH:

WHEREAS, CITY and FIRM entered into a Professional Services Master Contract for Design, Geotechnical, Testing, Plan Review, and Survey Services; Construction Management and Inspection Services; Roofing, Electrical, and Mechanical Design Services; and Preparation of Generalized and Specialized CEQA and NEPA Studies on July 13, 2010, pursuant to Resolution No. 10-0242, as part of a vendor pool and desire to amend said Contract by specifying FIRM to provide design for PROJECT.

NOW, THEREFORE, in consideration of these premises and the following terms and conditions, the parties hereto agree as follows:

1. Section 1—SCOPE OF SERVICES. The Scope of Services is hereby amended to include design for PROJECT as per Exhibit "A," attached hereto and by reference made a part hereof.
2. Section 2—COMPENSATION. Compensation is hereby amended (\$99,899) to include Exhibit "A," attached hereto and by reference made a part hereof. Compensation shall be paid no more frequently than once per month on a time and materials basis for work completed.
3. Section 3—SCHEDULE FOR COMPLETION. Services under this amendment will be performed during the period of September 2014 through September 2015, unless otherwise approved in writing.
4. Section 13—INSURANCE. Insurance requirements under this amendment shall comply with the current insurance requirements specified in Exhibit "B," which is

attached to this contract and incorporated by this reference. FIRM shall provide thirty (30) days written notice to CITY prior to canceling or changing the terms of such coverage.

5. Section 14—FEDERAL PROVISIONS. FIRM shall comply with the Federal Aid Consultant Contract Provisions which are attached hereto as Exhibit "C" and incorporated herein by this reference.

6. All other terms and conditions of said original Professional Services Master Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Professional Master Contract to be executed on the date and year first written above.

ATTEST:

CITY

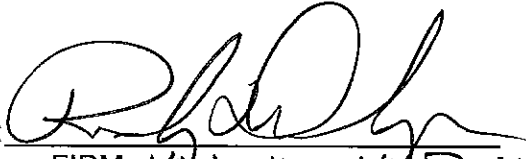
BONNIE PAIGE
City Clerk of the City of Stockton

By: _____
KURT O. WILSON
CITY MANAGER

By: _____

APPROVED AS TO FORM & CONTENT:
JOHN M. LUEBBERKE
OFFICE OF THE CITY ATTORNEY

By: _____
Deputy City Attorney

By: 
FIRM Kimley-Horn, Vice President
Title: 7/7/14

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March Lane

Adaptive Traffic Control System

City Project No. 12-04, Federal Project No. CML-5008(127)

Prepared for:



Prepared by:



March Lane

Adaptive Traffic Control System

City Project No. 12-04, Federal Project No. CML-5008(127)

ATTACHMENT B

EXHIBIT A

June 5, 2014

Mr. Dennis Yep
Associate Traffic Engineer
City of Stockton – Public Works Department
22 E. Weber Avenue, 3rd Floor, Room 301
Stockton, CA 95202

■
1300 Clay Street
Suite 325
Oakland, California
94612
TEL 510 625 0712

RE: Proposal for the March Lane Adaptive Traffic Control System

Dear Mr. Yep and Members of the Selection Committee:

Kimley-Horn and Associates, Inc. is pleased to present our proposal to provide professional consulting services to the City for the March Lane Adaptive Traffic Control System. We are very excited to offer the City of Stockton our in-depth experience and expertise to provide specialized experience in the evaluation, design, procurement, and installation of an adaptive traffic signal control system on the March Lane corridor.

We thoroughly understand the technical and institutional needs and requirements of implementing an adaptive system, as well as all of the necessary systems integration and equipment installation. Members of our closely-knit team have served several agencies in California and throughout the country in the deployment of many different types of adaptive systems to full operation. Most recently, our team worked very closely with the City to gain approvals from Caltrans and FHWA for the Wilson Way Adaptive Traffic Control System.

We look forward to continuing to bring our detailed expertise to the City and believe that [Kimley-Horn is the right consultant for the City for the following reasons:](#)

We Understand Your System. We have served the City on numerous recent and relevant projects, and we have a thorough understanding of your traffic system hardware, firmware, and software. We know the specific elements that formulate the City's and Caltrans' Traffic Signal System including the central system software, traffic controllers (models and firmware), cabinets, conduits/wiring, EVP/TSP equipment, and CCTV cameras. Our detailed knowledge and understanding of the City's and Caltrans' systems will enable us to move forward effectively and efficiently to provide the City with solutions to successfully deploy the adaptive traffic control system along the March Lane corridor. We truly believe that our team will add considerable value to the project and contribute to the project's success given our proposed staff's in-depth understanding and knowledge of your system.

Solid Project Management and Team Expertise. Our proposed project manager, Kevin Aguigui, P.E. T.E., E.E., CSEP, has been involved in eight adaptive system deployments in Northern California over the past 10 years. He is a senior systems engineer with more than 20 years of hands-on experience in traffic control systems. He is supported by a highly qualified and experienced team of traffic and systems engineering specialists who have been involved in numerous adaptive control systems. Kevin will be the City's main point of contact and will be involved with all facets of the project. The City can rely on technically sound and responsive service from Kevin and our entire project team.

We Have Successfully Implemented Adaptive Systems. Our proposed team has conducted detailed evaluations of adaptive systems and, in some cases, was involved in the design of specific adaptive algorithms. We have worked closely with nearly all of the adaptive system vendors, from the system selection stage, to the procurement stage, and all the way through the system testing and performance evaluation stage. We have been or currently are involved in many recent adaptive system deployments in Northern California including Santa Cruz, Mountain View, San Ramon and Roseville.

March Lane Adaptive Traffic Control System

City Project No. 12-04, Federal Project No. CML-5008(127)

ATTACHMENT B

EXHIBIT A

We Have Done Our Homework. As you will see in our proposal, we have spent a considerable amount of time on the March Lane corridor to fully understand the challenges and opportunities with adaptive control including the potential coordination with Caltrans. We have conducted an initial system inventory, which will enable us to immediately begin with the system evaluation followed by the Concept of Operations and SE documents (proposed additional task) and the PS&E document preparation within the first four weeks of the project. Because of our working knowledge of the corridor, we will be able to conduct a detailed evaluation of adaptive systems in a very short amount of time.

I am authorized to negotiate a contract on behalf of Kimley-Horn. We look forward to continuing our working relationship with the City of Stockton and thank you for the opportunity to submit our proposal for your consideration.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Anush Nejad, P.E., T.E.
Principal-in-Charge



Kevin Aguigui, P.E., E.E., T.E., CSEP
Project Manager

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▪ Exhibit 10-P “Non-Lobbying Certification for Federal-Aid Contracts”	
▪ Exhibit 10-Q “Disclosure of Lobbying Activities”	
▪ Exhibit 10-S “Consultant Performance Evaluation” (City to complete)	
▪ Exhibit 10-T “Panel Member Conflict of Interest & Confidentiality Statement” (City to complete)	
▪ Exhibit 10-U “Consultant in Management Position Conflict of Interest Statement” (City to complete)	
▪ Exhibit 10-V “Non-Discrimination Clause”	
▪ Exhibit 12-B “Bidder’s List of Subcontractors (DBE’s and Non-DBE’s)”	
▪ Exhibit 12-H “Debarment and Suspension Certification”	
▪ Exhibit 17-F “Final Report-Utilization of DBE First Tier Subcontractors” (Due at end of project)	
▪ Exhibit 17-O “DBE Certification Status Change” (During project if necessary)	
Separate Sealed Envelope	
▪ Project Budget/Cost Proposal	
▪ Exhibit 10-O2 “Consultant Contract Disadvantaged Business Enterprise Information” (Provided with Sealed Cost Proposal)	
▪ Exhibit 15-H “DBE Information” (Not applicable: DBE Goal Achieved)	

I. Work Plan

Project Understanding

The City of Stockton is in the process of implementing adaptive traffic control systems along several key corridors across the City. Each of these corridors presents challenges for traffic operations, circulation, and patterns. The first corridor—Wilson Way—is currently moving into the construction phase of the system's implementation. The second corridor is March Lane.

The primary goal of this component of the project is to improve traffic operations along the March Lane corridor, which will result in improvements to current delays and vehicle emissions. The City has determined that the most effective way to accomplish this task is to install an adaptive traffic control system to address the continuous and sometimes unpredictable fluctuation in traffic and pedestrian demand on the corridor, as well as the operations of emergency vehicle preemption (high priority) and transit signal priority (low priority).

This project is funded through the Congestion Mitigation and Air Quality (CMAQ) Improvement Program, and has been deemed a Low Risk ITS project by FHWA and Caltrans. However, we also understand that FHWA and/or Caltrans could reverse this determination as they did on the Wilson Way Corridor. Therefore, we have included an additional task to prepare the Concept of Operations and other Systems Engineering documentation including, but not limited to, the SEMP, System Requirements, and Testing documents on behalf of the City.

This project will consist of the following elements:

- Installation/integrating of an adaptive traffic control system with expansion capabilities for controlling and managing a minimum of 50 additional traffic signals
- Installation of vehicle detection to meet the adaptive traffic control system's requirements
- Installation and/or upgrading CCTV cameras at three selected locations
- Upgrading traffic signal controllers, software, and cabinets as needed for the adaptive traffic control system
- Installation and/or upgrade of the existing EVP/TSP (Opticom) field elements

City staff has submitted the Preliminary Environmental Study (PES) to Caltrans which has indicated there are hazardous materials issues at two intersections.

As part of the PES and subsequent NEPA approval, the selected consultant will be responsible for preparing and submitting supplemental analyses including a Hazardous Material Technical Memorandum. Based on our recent experience with Local Programs, the preliminary design plans will likely need to be submitted for review in order for Caltrans to determine the level of construction impacts to those affected intersections.

We have recent experience completing PES and securing RFA for the City of Stockton, so we know the process very well. We will submit the RFA package on or before the February 2015 deadline.

Based on knowledge gained from our experience on the Wilson Way Traffic Adaptive project, and in order to facilitate a more seamless process for the overall project, we have made some changes to

the scope of work provided in the RFP. This relates more to the coordination with and gathering of approvals from FHWA and Local Assistance should there be any issues with the project being deemed "low risk."

Below is a list of tasks recommended for the implementation of the project. Details of the tasks are described in the Project Approach section of our proposal.

- Conduct Background Research
- Evaluate Existing Commercially Available Adaptive Systems
- Prepare Concept of Operations and Systems Engineering Documents (Proposed Additional Task)
- Preparation of Plans, Specifications, and Estimate (PS&E)
- Coordination and Meetings
- Environmental Clearance
- Design Support



The proposed project will evaluate, select, and implement an adaptive traffic control system along March Lane; install new EVP/TSP equipment; and install adaptive equipment in traffic controller cabinets. Please refer to the table on the following page for the intersections that will require new EVP/TSP equipment.

We know that the City's and Caltrans' traffic signals are connected via fiber optics to the central system at the City's TMC. Caltrans traffic signals are routed through the City's TMC to the District's TMC.

We know that the City evaluated multiple adaptive systems and subsequently selected the InSync traffic control system to be deployed on the Wilson Way corridor at ten signalized intersections. This system is currently in the construction phase.

City's Traffic Management System

The City's existing Traffic Management System consists of two different central traffic systems software. They include TransSuite, developed by Transcore, and TACTICS, developed by Siemens. The two systems are communicating with a total of about 290 local traffic controllers via the City's single mode fiber optic network. The City has deployed two types traffic controllers connected to these central systems. They include the Eagle Model 2070N and Eagle M50 controllers which both communicate via Ethernet. The TransSuite system manages 30 mixed Eagle Model 2070Ns and Eagle M50 controllers, which are equipped with D4 local software (licensed by Fourth Dimension Traffic), and the TACTICS manages the remaining traffic signals which are controlled by Eagle Model 2070Ns loaded with Sepac 3.40 software.

Need for a Traffic Adaptive System

The March Lane corridor is a major east-west corridor that provides access to and from the I-5 freeway for both commercial and residential traffic in the greater Stockton area. This major arterial carries between 33,000 and 57,000 vehicles per day on average (based on 2007 traffic volumes).

Additionally, March Lane is a designated City Truck Route. The corridor has three lanes in each direction increasing to four lanes in each direction to the east of Palm Plaza Drive.

The City has continued to address capacity, mobility, and safety issues along the March Lane corridor. There are several major arterial crossings including those at Pacific Avenue, Pershing Avenue, West Lane, and El Dorado Street. Since this corridor provides direct access to the freeway and has residential and commercial land uses, as well as schools adjacent to each other, it experiences high volumes of traffic and patterns that tend to fluctuate unpredictably. Traffic volume is largely dependent the traffic conditions of the I-5 freeway and the major north-south arterials. The more congested the freeway and north-south arterials, the higher the amount of traffic that tends to divert to March Lane.

Due to these highly fluctuating volumes and patterns, traffic signals along the corridor are very difficult to coordinate using conventional traffic coordination means and methods (i.e., time based coordination).

Preliminary Field Assessment

The project includes 19 signalized intersections along March Lane between Feather River to the west and Montauban to the east. The two intersections at the I-5 interchange (NB and SB ramps) are owned and operated by Caltrans.

Based on our preliminary field investigations and some observations, and our team's intimate knowledge of the City's Traffic Management System, we have provided a brief summary of our assessment of the corridor. Some highlights from our field assessment are listed below:



- The signalized intersections operate between four and eight traffic signal phases. There are two locations where the side streets operate with split phasing (Feather River and Da Vinci).
- Because of the level of the traffic and the pedestrian crossing distances, the cycle lengths are relatively long (up to 120 seconds). The pedestrian crossing times could prove somewhat problematic with adaptive operations.
- There are Red Light Enforcement systems at four locations (Da Vinci, Pershing Avenue, Pacific Avenue, and West Lane).
- There are existing CCTV cameras at all intersections except for six locations (I-5 NB and SB ramps, College Square, Precissi, Palm, and Weber Ranch).
- The two Caltrans traffic signals have battery back up systems.
- The posted speed limit is 40 mph along the entire stretch of the corridor, and based on our observations, a comfortable floating car speed is somewhere between 35 and 45 mph.
- The corridor consists predominantly of pavement loops with a few intersections using video detection for one or more movements.
- The corridor has 9 intersections that do not have any EVP/TSP equipment. At the remaining intersections, there are phase selectors in the controller cabinets and detectors on the signal mast arms.

March Lane

Adaptive Traffic Control System

City Project No. 12-04, Federal Project No. CML-5008(127)

ATTACHMENT B

EXHIBIT A

- Currently, all of the 19 traffic signals on the corridor operate with Model 2070 N controllers with the exception of the two traffic signals at the I-5 ramps. Those intersections operate with Model 170 traffic controllers.
- Of the City's 17 traffic signals, all but one operates with the SEPAC 3.40 software. The traffic signal at March Lane and Pacific Avenue operates with the D4 software.
- Currently, all of the City's traffic signals have Type P cabinets. The Caltrans traffic signals have Type 332 cabinets.
- **Figure 1** on the following page provides a visual summary of our field review including the lane geometries, traffic signal, and ITS elements. It is followed by **Figure 2**, the Intersection Inventory Summary which we have also prepared based on our preliminary field work.











March Lane Adaptive Traffic Control System

City Project No. 12-04, Federal Project No. CML-5008(127)

ATTACHMENT B

EXHIBIT A

LEGEND:

-  City Signal
-  Caltrans Signal
-  Type P Cabinet w/2070 Controller (City) and SEPAC 3.40 Firmware
-  Type R Cabinet w/2070 Controller (City) and SEPAC 3.40 Firmware
-  Type 332 Cabinet w/170 Controller (Caltrans)
-  Type P Cabinet w/2070 Controller (City) and D4 Firmware
-  CCTV (Existing)
-  Loop Detection (Existing)
-  Video Detection (Existing)
-  Number of Phases

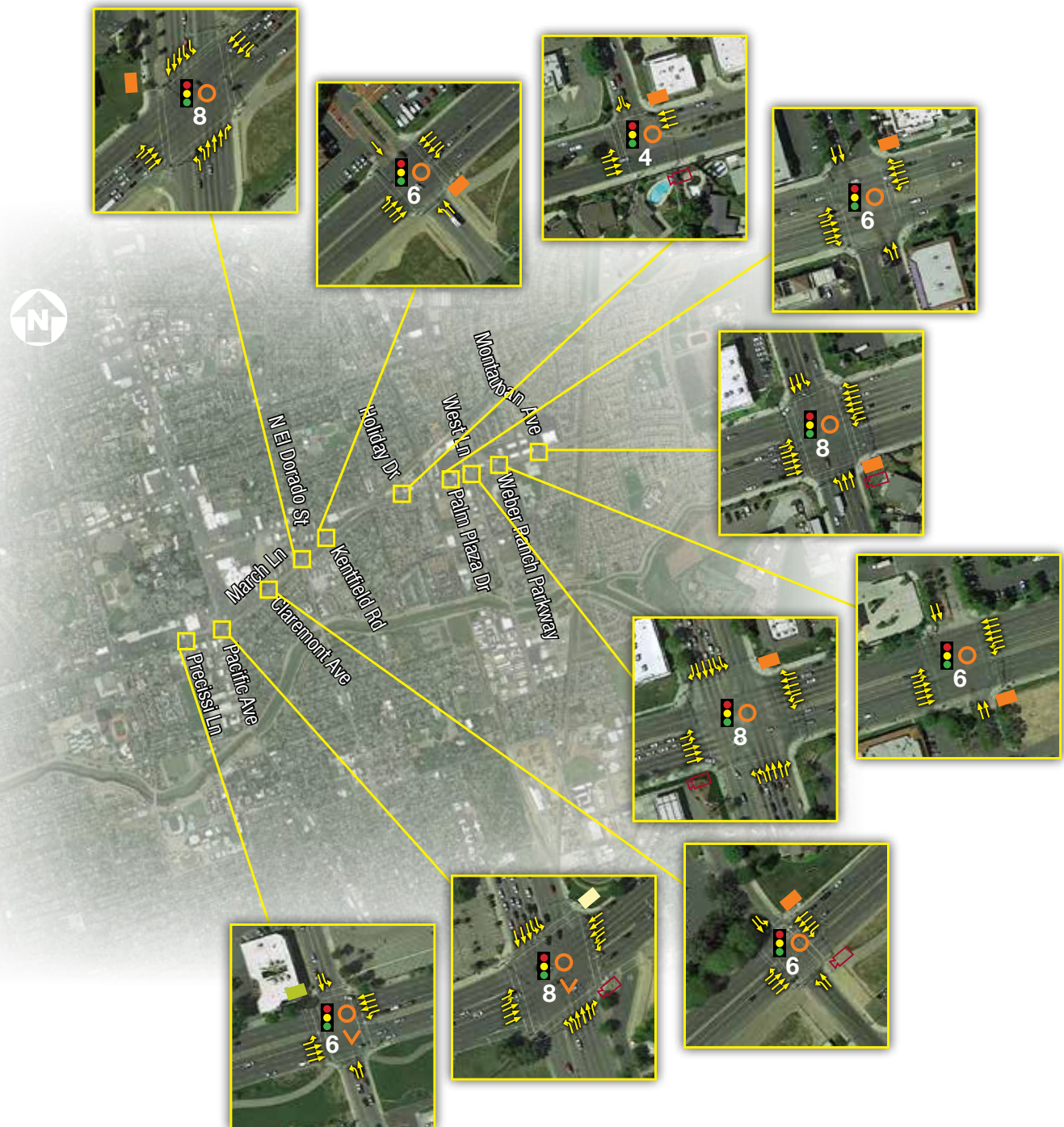


March Lane Adaptive Traffic Control System

City Project No. 12-04, Federal Project No. CML-5008(127)

ATTACHMENT B

EXHIBIT A



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Location	Owner	Existing Intersection Equipment									
		Cabinet Type	Controller Type	Software / Firmware	Phase Selector	Optical Detectors	PTZ Camera (Quadrant)	Vehicle Detection	Service Type	Number of Phases	Miscellaneous
March Lane / Feather River Drive	City	P	2070	SEPAC 3.4	-	-	SE	Loops	Type-III	6	NB and SB operate split-phase
March Lane / Interstate 5 Southbound Ramps	Caltrans	332	170E	TSCP	2-752	3-721	-	Video	Type-III	4	Battery back-up system
March Lane / Interstate 5 Northbound Ramps	Caltrans	332	170E	TSCP	2-752	3-721	-	Video	Type-III	4	Battery back-up system
March Lane / Da Vinci Drive	City	P	2070	SEPAC 3.4	1-754	4-721	SE	Loops	Type-III	6	NB and SB operate split-phase, red-light camera
March Lane / Venezia Boulevard / Quail Lakes Plaza	City	P	2070	SEPAC 3.4	-	-	NW	Loops	*	6	* Service type unknown
March Lane / Grouse Run Drive / McGaw Street	City	P	2070	SEPAC 3.4	-	-	SE	Loops	*	6	* Service type unknown
March Lane / Tyrol Lane / Venetian Drive	City	P	2070	SEPAC 3.4	1-754	4-721	SE	Loops	Type-III	6	
March Lane / Pershing Avenue	City	P	2070	SEPAC 3.4	1-754	4-721	SW	Loops	Type-III	8	Red-light camera
March Lane / College Square Shopping Center	City	R	2070	SEPAC 3.4	-	-	-	Loops	Type-III	4	
March Lane / Precissi Lane	City	R	2070	SEPAC 3.4	-	-	-	Loops/Video	Type-III	6	

Figure 2
Intersection Inventory Summary

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Location	Owner	Existing Intersection Equipment									
		Cabinet Type	Controller Type	Software / Firmware	Phase Selector	Optical Detectors	PTZ Camera (Quadrant)	Vehicle Detection	Service Type	Number of Phases	Miscellaneous
March Lane / Pacific Avenue	City	R	2070	D4	1-754	4-721	SE	Loops/Video	Type-III	8	Red-light camera
March Lane / Claremont Avenue	City	P	2070	SEPAC 3.4	-	-	SE	Loops	Type-III	6	
March Lane / El Dorado Street	City	P	2070	SEPAC 3.4	1-754	4-721	NW	Loops	Type-III	8	
March Lane / Kentfield Road	City	P	2070	SEPAC 3.4	1-754	4-721	SE	Loops	Type-III	6	
March Lane / Holiday Drive	City	P	2070	SEPAC 3.4	-	-	SE	Loops	Type-III	4	
March Lane / Palm Plaza	City	P	2070	SEPAC 3.4	-	-	-	Loops	Type-III	6	
March Lane / West Lane	City	P	2070	SEPAC 3.4	1-754	4-721	SW	Loops	Type-III	8	Red-light camera
March Lane / Weber Ranch Parkway	City	P	2070	SEPAC 3.4	-	-	-	Loops	*	6	* Service type unknown
March Lane / Montauban Avenue	City	P	2070	SEPAC 3.4	-	-	SE	Loops	Type-III	8	332 fiber optic cabinet

Adaptive System Evaluation and Integration

For the March Lane corridor, we will build upon the System Evaluation that we conducted for the Wilson Way Corridor. Based on our experience with **Caltrans, the City, and FHWA on the Wilson Way project**, we feel that we have a solid understanding of the core issues with the planning, design, and deployment of an adaptive system in the City. This includes working with Caltrans on the mandatory requirements and with FHWA on any systems engineering (SE) documentation that may be necessary to gain approvals and secure the E-76 for Construction.

The System Diagram on the following page shows where the new adaptive system elements would be located and connected as part of this project. We have also indicated our understanding of where the new InSync remote server would be located.

Given that the new adaptive system still needs to be selected, the adaptive system elements shown in the diagram are generic in nature. We will update this diagram as part of the Concept of Operations to further illustrate the overall system concept.

The evaluation of adaptive systems for the March Lane corridor should consider the specifics of the corridor and the potential benefits from the adaptive system's algorithms. As an example, with unpredictable fluctuations in traffic patterns along with heavy pedestrian and other types of traffic (e.g., trucks), serious consideration should be given to adaptive systems that focus both on arrivals and departures between intersections and on corridor-wide coordination. Additionally, along March Lane, there needs to be a heavy weighting on side street coordination since there are several major arterial crossings along the corridor.

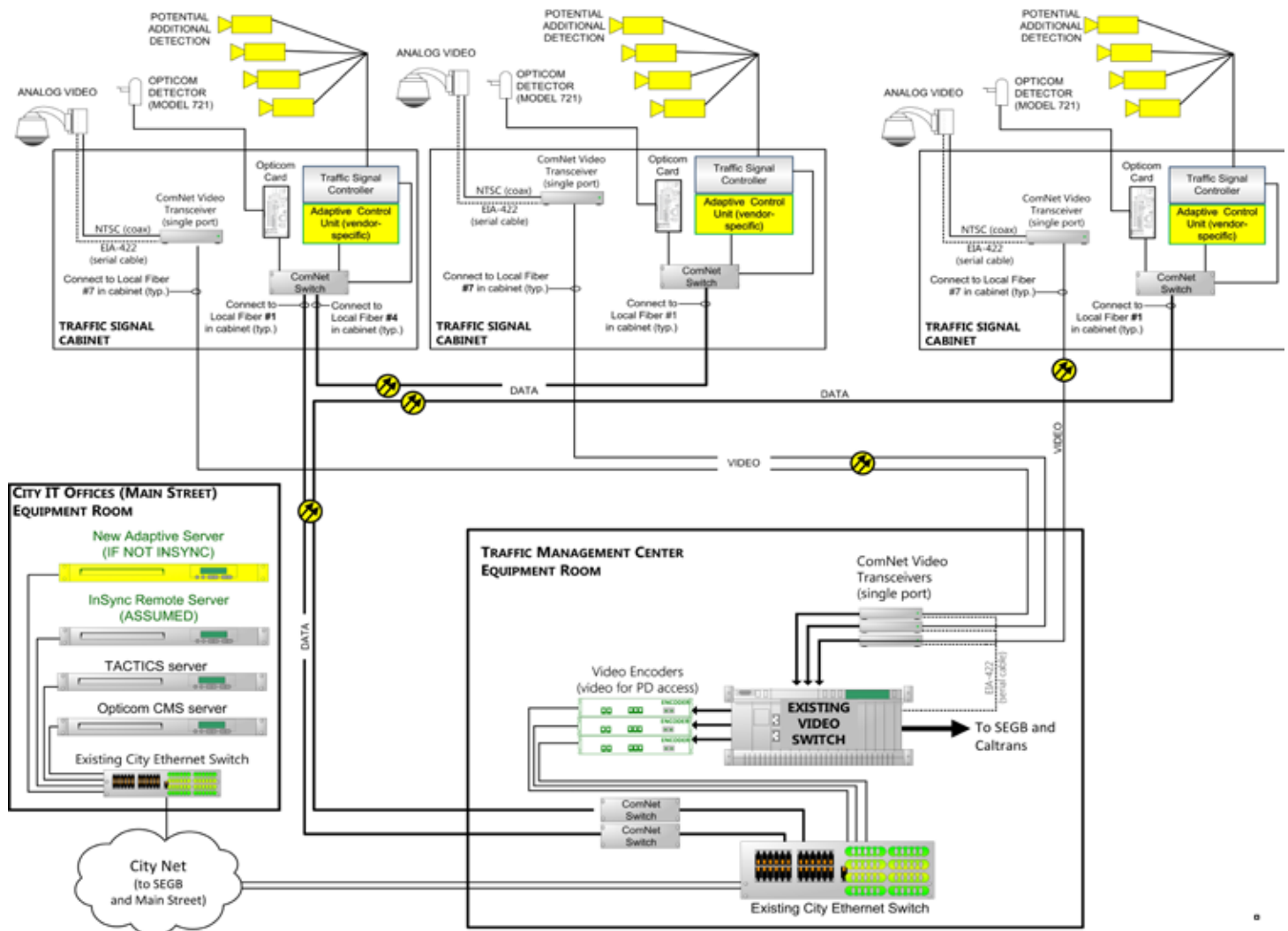
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System Diagram



March Lane

Adaptive Traffic Control System

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EXHIBIT A

System Procurement

The procurement of the adaptive system for the March Lane corridor will be another key issue. Based on the Wilson Way project, we feel that there are many similarities. However, should a different adaptive system vendor be selected, there will be potential to adjust the procurement approach. Regardless, our intent is to streamline the process and reduce the City's risks. We will work closely with the City and the selected adaptive system vendor to determine the best procurement approach for the project.

We will prepare a level of detail between the construction elements and the system elements (i.e., software and firmware) that will provide a clear delineation between the two components. Based on our recent experience with Wilson Way, our scope includes the preparation of a Concept of Operations and any associated SE documents that may be required by FHWA. The ConOps and SE documents will serve to bridge the gap between the selected adaptive system and the construction elements and implementation/integration items. The ConOps will identify what is minimally required for the adaptive system's infrastructure such as detection, controllers, communications, and firmware. The ConOps will also serve as a check on the systems integration requirements and the overall cost of the project. If there are cost issues (i.e., costs are greater than funding limits), the ConOps will outline the concessions that can be implemented with minimal to zero degradation in the adaptive system's performance.

Environmental Clearance

We have reviewed the RFP and the proposed project scope, and we understand this project will be processed as a Categorical Exemption under the California Environmental Quality Act (CEQA) and as a Categorical Exclusion under the National Environmental Policy Act (NEPA). Based on the RFP, the PES submittal has yielded that a Hazardous Materials Technical Memorandum will be required.

Details of our approach for completing the Hazardous Materials Technical Memorandum are presented in the Scope of Work below.

Our in-house team of environmental experts understand the environmental process and have served the City as part of several recent projects that have gone through the CEQA/NEPA process, Caltrans Local Assistance coordination, and the securing of Caltrans encroachment permits. Our working relationships with Caltrans will be an asset to the City.

We are also prepared to conduct additional technical studies such as an air quality study for the project should one be required by Local Assistance.

Permits

There are two locations-the intersections on March Lane at the I-5 interchange ramp-that will require encroachment permits from Caltrans. Based on our recent success, our approach to securing encroachment permits from Caltrans is based on the success we've had on Wilson Way, and is detailed in the scope of work. Essentially, we will meet with Caltrans early in the planning process (System Evaluation) to flush out their mandatory requirements. Based on this meeting and the input received from Caltrans, and based on the selected adaptive system, we will prepare the application for a Caltrans encroachment permit at the 65% design stage.

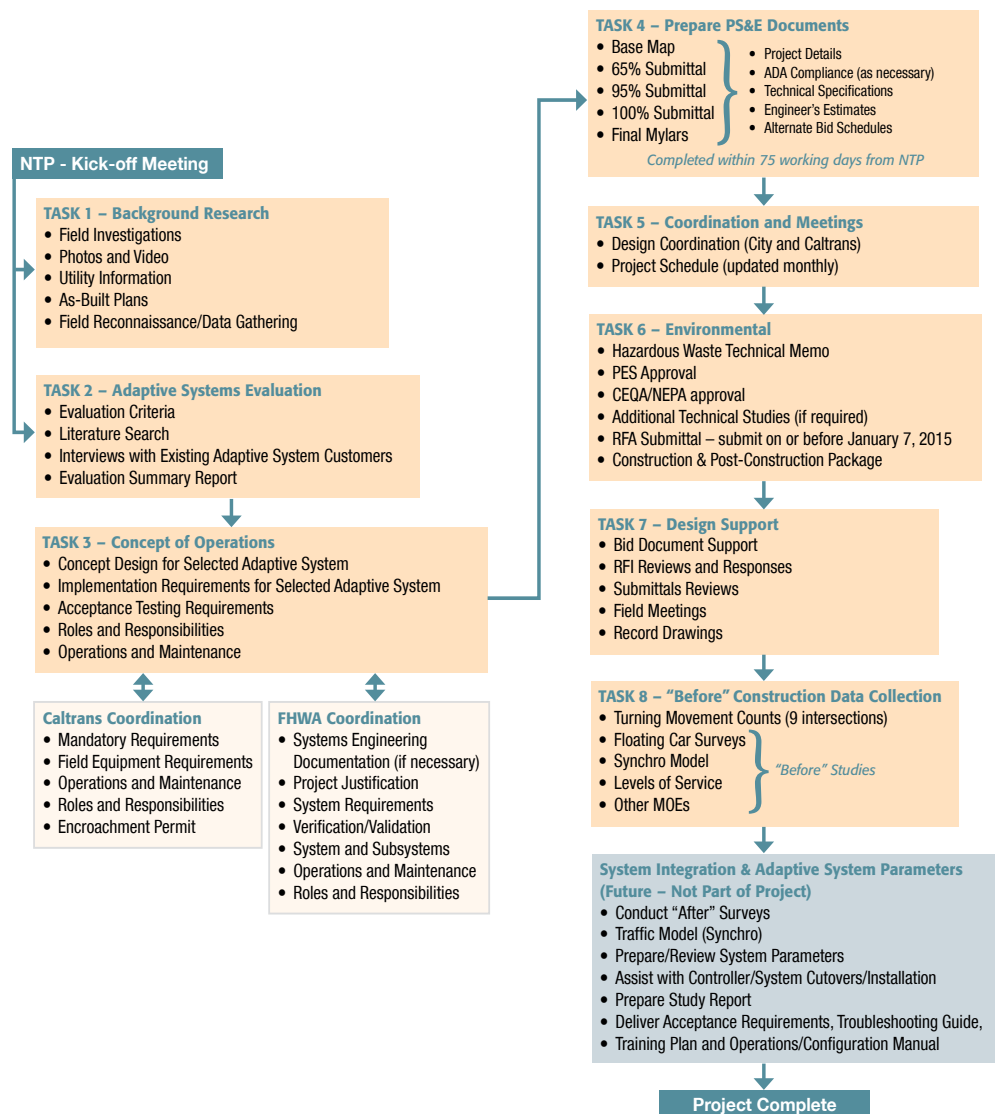
We anticipate that the Caltrans permit will be for traffic signal work associated with installing new traffic control adaptive equipment in the cabinets (i.e., detector racks, communications gear, and associated wiring), detectors (such as video cameras mounted on signal mast arms), EVP cables, and EVP equipment. Currently, none of the Caltrans intersections have EVP equipment. We have also assumed that no civil or ADA curb ramp construction is necessary at the Caltrans locations.

Project Approach

This section provides our detailed approach to the scope of services which is based on our understanding of the goals and objectives of the project, our interpretation of the tasks outlined in the RFP, and our experience with the Wilson Way Adaptive System project. Based on this experience, we have included one additional task, namely the preparation of a Concept of Operations and related Systems Engineering documents. Details on this task are provided in this section under Task 3.

Work Flow Diagram

To reiterate our full understanding of the tasks and the effort it takes to produce this project for the City, we have prepared an overall Work Flow Diagram which is provided below.



March Lane

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Task 1: Background Research

The background research will include the collection and review of readily available relevant information including, but not limited to traffic signal as-builts, aerial photographs, public utility system maps, and any other details that will be used in project design. We will submit utility information request letters to privately-owned utility companies with facilities in the public right-of-way along March Lane that may be affected as a result of the project.

We will coordinate with the City and Caltrans to gather information for the corridor and project traffic signals including the existing traffic signal timing plans.

Kimley-Horn will request specific information including as-builts and any related studies. We will meet with Caltrans to obtain the requested information including as-builts and current contact lists for private utility companies. In addition, at this meeting we will also gather required design details and requirements from Caltrans that will be used in the System Evaluation and in order to secure an encroachment permit for the improvements within their intersections.

Our staff will conduct field reconnaissance of the entire project corridor to observe existing traffic conditions, pedestrian conditions, bus operations during the peak periods, assess existing lane configurations, signal phasing, posted speed limits, existing bus stops and routes, and visible utilities (above and below ground). We have already collected much of this information, thus we will hit the ground running when we begin this task.

We will confirm the condition of the existing vehicle detection including stopline (where installed), advance, and system detection loops, with City maintenance staff, to verify that they are operational and in correct working order. We will document the loop installations at each of the project intersections.

Kimley-Horn will review and log existing traffic signal equipment including the location and type of signal control equipment, preemption detectors and phase selectors, underground conduit sizes (where accessible) and capacity, bus zone locations, intersection geometrics, and traffic control communications. We will verify the capacity of the existing signal conduits and determine if new conduits are required. If new conduits are required, they will be shown on the design plans.

As part of the field reconnaissance, a minimum of 20 digital photographs will be taken at each project location. We will organize and index the photographs by location and submit them to the City on a CD.

Kimley-Horn will coordinate with all pertinent utilities to identify utility conflicts, coordinate utility plan reviews, and identify required modifications to facilitate utility relocations. As part of this effort, we will arrange any and all meetings with the utility companies as necessary.

Our coordination with the utility companies will be in accordance with Caltrans "Manual on High and Low Risk Underground Facility within Highway Rights of Way." We understand that the objective is to eliminate any conflicts encountered during construction which would pose construction delays or claims.

Kimley-Horn will prepare a System Inventory Report which will include a detailed evaluation of the existing traffic signal system including equipment conditions, type, model, age, and the need to be kept, replaced, or modified for the adaptive signal system. It will also include existing loops, controllers, controller equipment, and signal communications. We will document the information that was collected from the agencies and utility companies as part of this task.

Task 1 Deliverables:

- Photo log of project corridor
- Copies of information request letters to private utilities
- System Inventory Report

Task 2: System Evaluation

Because we have a solid understanding of the March Lane corridor, and building upon the system evaluation conducted for the Wilson Way corridor, we will be able to immediately evaluate the commercially available adaptive systems against the specific and relevant operating and functional features for which the City is looking. We will conduct any updated literature from the vendors as part of the literature research and data gathering of the adaptive systems to be evaluated at the start of this task.

We will be able to conduct comparisons between the system performance expectations and the capabilities of each adaptive system very effectively based on our background knowledge.

Kimley-Horn will analyze presently functioning adaptive traffic control system software packages, compare their functions and features, make determinations of which systems would be most desirable for the City of Stockton and Caltrans along the March Lane Corridor based on system performance expectations, agency requirements and the set of evaluation criteria. We will make a recommendation for the preferred adaptive system, and once this preferred system is determined, we will assess the required changes to the traffic signal system including field equipment to accommodate the adaptive system and estimated costs.

We know that this will be an iterative process given that the cost of the changes may exceed the available budget. Should this be the case, we will identify any concessions or trade-offs that can be made and still produce an effective adaptive system. For example, to meet the City's requirements, new loops and/or cabinets may be necessary. We will evaluate the potential to use existing loops and cabinets and quantify any impacts or effects to the adaptive system. We will identify these trade-offs and quantify the extent of their implications on the system's operations.

The map on the following page shows most of the existing adaptive systems currently deployed in the United States as of 2010. This is not a comprehensive representation of all the adaptive systems, as there are other adaptive systems that have been deployed since then, but those other systems are smaller deployments and in some cases those systems are no longer in use.

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Existing Adaptive Systems



The RFP lists several adaptive systems to be evaluated. We propose to include two additional systems, OPAC and RHODES. Thus, the total list of systems to be evaluated is as follows:

- SCATS
- SCOOT
- ACS Lite
- InSync
- Synchro Green
- OPAC (additional)
- RHODES (additional)

While the City is deploying the InSync system for the Wilson Way corridor, we know that we must evaluate thoroughly the existing available adaptive systems on the market that will best fit the needs of the March Lane corridor, and subsequently make recommendations to the City. We will follow the Intelligent Transportation Systems (ITS) Systems Engineering (SE) templates from the Guidebook, and the evaluation will identify those locations in California where existing adaptive systems are operating at Caltrans traffic signals.

We believe that all of these systems satisfy the initial criteria from the RFP in that they are off-the-shelf systems that have been in existence for a minimum of three years, and fully operational for a minimum of two years in at least five different agencies prior to May 1, 2014 (release date of the

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RFP). We have experience with nearly all of these adaptive systems and our evaluation will focus on the applicability and effectiveness of each of these systems to improve transportation and air quality conditions along the proposed March Lane corridor.

We will interview the following agencies who have existing adaptive systems (listed below with their associated adaptive systems):

- Santa Rosa (SCATS)
- Salinas (In Sync)
- Roseville (Synchro Green)
- Brevard County, FL (Synchro Green)
- Sunnyvale (SCATS)
- Houston, TX (ACS Lite)
- Minneapolis, MN (SCOOT)
- Ann Arbor, MI (SCOOT)

We have had previous discussions with several of these agencies, and we have added a few to cover the more recent deployments. This is an initial list and we will refine the list after discussions with the City. Our approach is to gather information from at least two existing deployments for each adaptive system.

The initial evaluation criteria that will be used includes all of the list from the RFP with a few additional items (shown in italics). The total evaluation criteria list is as follows:

- System compatibility (with major makes and models of traffic controllers and cabinets and the City's existing communications network);
- Ease of use and operation (user friendliness with real-time monitoring – intersection and video)
- Low maintenance cost
- System and component reliability
- Adaptive operation options including reversibility and flexibility
- Open architecture and compliance with NEMA and NTCIP standards (to the extent possible)
- Remote diagnostics (time schedules and adaptive adjustment procedures)
- On-line help from vendor/provider
- Data management and signal timing database management (e.g., USB, automatic backup, ease of data transfer)
- Warranty (hardware and software)
- Technical support (availability and quality)
- Integration/support for preemption and priority operations
- Detection accuracy
- Failure monitoring, alerting/reporting

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- System deployment history
- Interviews with existing agencies -performance at existing deployments
- Costs (system deployment and on-going maintenance)
- *Ability to combine and separate signalized intersections for adaptive control based on demand*
- *Accommodating pedestrians and bus movements*
- *Cycle versus non-cycle based operations*
- *Ability to retain existing traffic signal controller*
- *Ability to retain traffic controller cabinet inputs/outputs*
- *Ability to use existing detection (pavement loops)*

This is not an exhaustive list, and we will work with the City to refine and develop a complete list in order to perform the optimal evaluation and selection of the adaptive system for the March Lane corridor.

Upon completion of this task, the outcome will be a preferred adaptive system recommended for the corridor. Once that recommendation has been concurred by the City and Caltrans, we will prepare an Evaluation Summary Report detailing the evaluation process and the results of the selection. From there the process will move to Task 3, Prepare Concept of Operations and Systems Engineering Documents.

Task 2 Deliverables:

- Adaptive System Evaluation Summary Report

Task 3: Prepare Concept of Operations and Systems Engineering Documents

Once the preferred system has been selected, the next step will be to prepare the Concept of Operations and the Systems Engineering document(s) as deemed necessary by FHWA. We understand while this project has been deemed a Low Risk ITS project by FHWA and Caltrans, there is a potential that this determination could be reversed, due to the multijurisdictional nature of the project.

We will prepare the Concept of Operations (ConOps) based on the selected adaptive system. The ConOps will identify the details of deployment and integration including determining required hardware and software and interfaces as well as a preferred procurement method of the system. Additionally, we propose to prepare the following Systems Engineering documents following the ITS Systems Engineering Guidebook:

- Systems Engineering Management Plan (SEMP)
- System Requirements
- System and Subsystem Verification/Validation

Based on our experience with the Wilson Way Adaptive System, these are the SE documents that would satisfy FHWA should the low risk determination be modified to a high risk determination. Should the low risk determination be upheld, we will prepare the ConOps and System Requirements at a minimum.

This Concept of Operations will essentially provide a framework for a preliminary design and will consist of the following:

- A detailed discussion of the existing system, opportunities, and constraints;
- An overall system diagram showing the existing system and the proposed adaptive system elements;
- The probable costs; and
- The preferred procurement method for implementation of the selected adaptive system.

Also, we will prepare design sketches that show the proposed modifications to the existing system including loop, cabinet, controller, and communications system modifications. We already have much of this existing information, so we are confident we will be able to prepare these design sketches expeditiously.

Task 3 Deliverables:

- Concept of Operations and SE Documents (as necessary)
- Preliminary Design Sketches

Task 4: Plans, Specifications, and Estimate (PS&E)

Once the City, Caltrans and FHWA approves the Concept of Operations and supporting SE Documentation, we will develop the Plans, Specifications, and opinions of probable construction cost (Estimates) for the traffic signal and system modifications required for the selected adaptive system. The modifications are limited to the 19 project intersections as shown in Figure 2 in the Project Understanding section.

We propose to complete the 100% PS&E package in about 75 working days, which is in line with the 80-working day requirement stipulated in the RFP. We are able to achieve this because we have recent evaluation and design experience with the City of Stockton on adaptive systems (including coordination with Caltrans and FHWA), we fully understand how to streamline the preparation of PS&E document for the City, and we know that we can effectively and efficiently secure encroachment permits with Caltrans District 10.

The Technical Specifications will include the required hardware/software and the acceptance testing requirements of the new adaptive system by defining each and every piece of equipment necessary to operate and maintain the selected adaptive system. This includes any cabinet and controller replacements, new or modified detector loops or detection, and any modifications to the central system.

We will prepare 65% and 95% submittals for the City to review. Each review cycle is assumed to be three weeks.

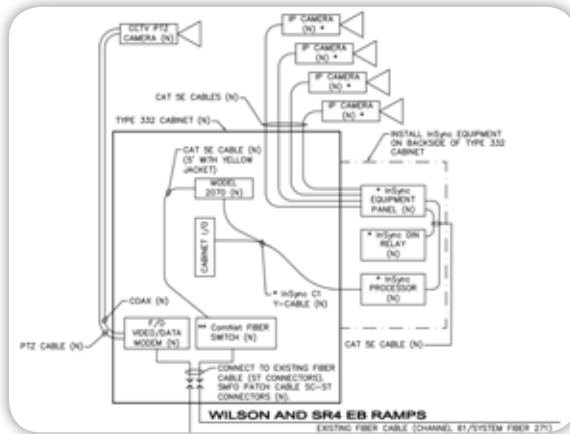
Our scope includes the submittal of PS&E packages at the 65% and 95% design levels for City and Caltrans design review. The final PS&E package will be submitted at the 100% design level for a final City plan check prior to providing the Final Bid Ready construction documents.

We have further detailed out the PS&E scope of services with the following sub-tasks:

Task 4.1: Prepare 65% Plans, Specifications, and Estimates

Prior to the development of the 65% PS&E documents, our first step will be to develop the base plans for the project locations. This includes developing the base maps with the existing traffic signal and utility information that is received by the City and the utility companies.

Once the base plans are prepared, Kimley-Horn will begin the preparation of the 65% design level plans, specifications, and opinions of probable cost (PS&E) for the traffic signal and system modifications. One set of plans for each package will be prepared at an appropriate scale for the intended design in AutoCAD 2007 format and will adhere to the applicable City and Caltrans design standards and requirements. We will utilize the City standard plan sheet borders with title block and general construction notes and CAD standards that have been used on previous City of Stockton projects.



The anticipated breakdown of sheets for the 65% plans is as follows:

- Cover Sheet
- General notes, abbreviations, and legend sheet [2 sheets]
- Traffic Signal Location Key Map [1 sheet]
- Communications System Plan [2 sheets]
- Traffic Signal Modification Plans [19 sheets]
- Equipment Details [4 sheets]

Traffic Signal Modification plans will include layout representations in plan view (at a drawing scale of 1" = 20') of traffic signal treatments for intersections with EVP/ TSP and detection modifications, vehicle detection modifications and other traffic signal and adaptive system related modifications. It is assumed the location of EVP/TSP signal equipment modifications and detection (i.e., replacement of controller and service cabinets, optical detectors, and controller units) at the intersections can be accomplished schematically. At this design stage, design details including equipment and conductor schedules will not be shown.

Traffic signal modification plans (at a scale of 1"=20') will only be completed at intersections requiring installation of new conduits, pull boxes, and signal poles. Traffic signal modification plans will include installation of new signal poles and equipment, EVP/TSP detectors, vehicle detection, signal controllers and cabinets, service cabinets (if necessary), conduit routing, pull boxes, and wiring.

Any modifications to the fiber optic connections will be part of the Traffic Signal Modification sheets. The plans will reflect the fiber connections within the controller cabinets including terminations and assignments where new cabinets are required, and they will detail the work to be done to preserve the existing fiber drop cables.

We know that AT&T will perform the splicing of the drop cables from the controller cabinets to the fiber trunkline. Our designs will reflect this, but more importantly, our designs will attempt to minimize or eliminate any need for fiber re-splicing to the fiber trunkline.

For the 65% technical specifications submittal, we will prepare the technical specifications based on previous City of Stockton projects (e.g., Wilson Way Adaptive System) and the adaptive system's requirements and specifications. The specifications will be prepared in Microsoft Word.

Opinions of probable construction cost (estimate) will be based on other recent similar construction cost estimates. Opinions of probable construction costs will be prepared in Microsoft Excel format.

At this design stage, Kimley-Horn will prepare the application for a Caltrans encroachment permit. The Caltrans permit will be for the two traffic signal locations at the Highway 4 ramps. We have assumed that no civil or ADA curb ramp construction is necessary at any of the project intersections.

We will submit the encroachment permit application packages which will include the 65% Plans and Specifications to Caltrans. While this package will not be a complete design, it starts the review process with Caltrans.

Task 4.1 Deliverables:

- Six sets of the 65% Plans and Technical Specifications
- Six sets of the 65% Opinion of Probable Construction Costs
- Encroachment Permit Application Packages for Caltrans

Task 4.2: Prepare 95% Plans, Specifications, and Estimates

Upon completion of the 65% design review by the City and Caltrans, Kimley-Horn will organize a design review meeting to receive and discuss comments on the design. A comment resolution matrix will be prepared which will summarize the comments received on the 65% PS&E documents and the resolutions for each comment. This matrix will be submitted with the returned 95% PS&E documents original red-lined mark-ups of the 65% PS&E documents.

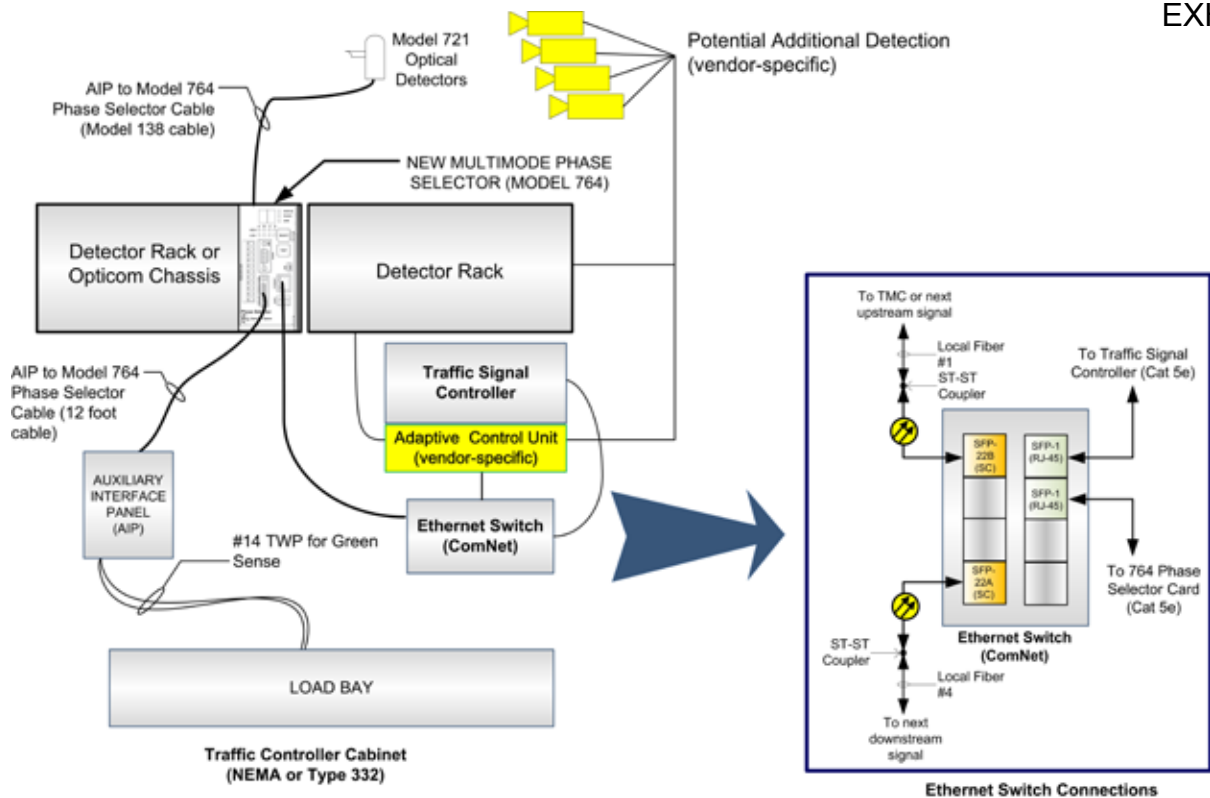
Based on the review comments on 65% PS&E, the approved version of the 65% PS&E will be advanced to the 95% completion level.

The additional design details to be prepared at the 95% design level include the following:

- Traffic Signal Equipment and Conductor Schedules [2 sheets]

The 95% technical specifications will be developed to include specific provisions regarding construction requirements, materials, and compensation. The applicable City and Caltrans standard details will be provided in an appendix to the special provisions.

Traffic signal modification special provisions will include detailed system requirements to be used by the contractor and the adaptive system vendor in the installation and testing of the adaptive system and its functions.



We will also submit the 95% PS&E documents to the City for review and comment including the red-lined markups of the 65% plans and specifications and the comment resolution matrix.

We will follow up with Caltrans on the encroachment permit application. Any comments received by Caltrans on the encroachment permit application package will be addressed at this 95% design stage.

Task 4.2 Deliverables:

- Six sets of the 95% Plans and Technical Specifications
- Six sets of the 95% Opinion of Probable Construction Costs
- Comment Resolution Matrix

Task 4.3: Prepare 100% Plans, Specifications, and Estimates

Upon completion of the 95% design review by the City and Caltrans, Kimley-Horn will organize a design review meeting to receive and discuss comments on the design. A comment resolution matrix will be prepared which will summarize the comments received on the 95% PS&E documents and the resolutions for each comment. This matrix will be submitted with the returned 95% PS&E documents original red-lined mark-ups of the 65% PS&E documents.

Based on the review comments on 95% PS&E, the approved version of the 65% PS&E will be advanced to the 100% completion level.

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Kimley-Horn will submit the 100% (pre-final) PS&E to the City for a final plan check review. It is anticipated that any comments resulting from the plan check will be editorial in nature and will be communicated via e-mail or discussed on a conference call. Any significant revisions to the design after submittal of the 100% (pre-final) PS&E will be considered as additional services to be completed for an additional fee upon receipt of written authorization from the City. A total of one additional design meeting is included after the submittal of the 100% (pre-final) PS&E documents.

It is anticipated the City will furnish any applications and requirements to be used by the contractor to obtain permits for construction within City limits.

Final plans, specifications, and estimates will be prepared following completion of the City's plan check review. The final plans will be sealed by the professional engineer in responsible charge and will include the registration number and expiration date. The 100% (Final) PS&E will be submitted to the City for use in advertising and constructing the improvements. Final plans will be provided on Mylar and electronically in AutoCAD format on CD. Final specifications will be provided electronically in Microsoft Word format for the City's use in finalizing the bid documents for advertisement.

Task 4.3 Deliverables:

- Comment Resolution Matrix for each design submittal stage
- One set of the 100% (pre-final) PS&E Documents
 - One set of 100% (final) Plans on Mylar
 - Final PS&E documents delivered to the City on CD
 - Plans in AutoCAD format
 - Specifications in Microsoft Word format

Task 5: Coordination and Meetings

For this task, the coordination items and meetings for the project will include the following items by Kimley-Horn:

- Submit the 65% and 95% plans to private utility companies to identify potential conflicts and coordinate adjustments or relocations
- Arrange and attend up to three meetings with Caltrans to discuss and present the proposed designs or to discuss their input and review comments on the design plans
- Arrange and attend up to three meetings with the selected adaptive system vendor to discuss specifics of the system's elements and the process during system integration and acceptance testing. This will be input into the Concept of Operations and other SE documents.
- Arrange and attend up to one meeting with AT&T and other utilities to make arrangements for new service or service relocations (if necessary)
- Meetings with Caltrans Local Assistance and/or FHWA in preparation of Local Assistance Grant Compliance documents to assist the City in obtaining E-76 Authorization to proceed with construction
- Kimley-Horn will prepare the entire Request for Authorization (RFA) package.

- Relevant materials from the LAPM Chapter 12 will be included in the specifications
- Prepare and complete monthly updates to the project schedule using Microsoft Project
- Attend and prepare meeting minutes for the project kick-off meeting and up to three design review meetings
- Prepare monthly progress reports, schedule updates and invoices, and participate in monthly conference calls with City staff to discuss current action items and schedule based on completion of project design within 75 working days from receipt of the notice to proceed.

Task 6: Environmental and State Mandated Forms

Based on our understanding of the project, it will be classified as a Type III project, as defined in Title 23, Part 772 of the Federal Code of Regulations. Accordingly, we have not assumed that a noise study or air quality report will be required. Therefore, question 4 of the PES form will provide documentation of the project's classification as Type III. The requirement for technical studies, if any, will be determined by Caltrans District 10 Local Assistance staff following their review of the PES form.

Moreover, we understand based on the RFP and the proposed project scope that a Hazardous Waste Technical Memorandum is required. This is primarily due to the determination that there are existing leaking underground storage tanks at two locations on the corridor including March Lane at Pacific Avenue and March Lane at West Lane.

This scope of work assumes that the PES form and any required technical studies will be adequate to support issuance of Categorical Exclusion by Caltrans in their role as lead agency for National Environmental Policy Act (NEPA) compliance. It is anticipated that the project would be Categorically Exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15300 (Class 1 exemption – Existing Facilities and Class 4 exemption – Minor Alterations to Land).

Kimley-Horn will support the process by preparing a draft Notice of Exemption (NOE) form (if desired by the City) for the City's review and comment. Following incorporation of any edits, the NOE will be submitted by the City to the San Joaquin Recorder-County Clerk's Office to start the 35-day statute of limitations period for the project.

Following the submittal of the draft PES form to District 10 Local Assistance, Kimley-Horn will coordinate with the City and Caltrans to respond to questions or comments on the draft PES and any technical studies or submittal of the 65% design plans for Local Assistance to review for environmental impacts.

Hazardous Materials Technical Memorandum

Kimley-Horn will prepare a Hazardous Materials Technical Memorandum (Memorandum) for the project. The Memorandum will be prepared to support the CEQA and NEPA environmental clearances. The Memorandum will not be prepared to ASTM standards 1527-13 or the Phase I Initial Site Assessment (ISA) Checklist.

Kimley-Horn will document the existing hazards and hazardous materials conditions at the project site via regulatory database research and site reconnaissance. Kimley-Horn will review Federal, tribal, State, and local agency records regarding known hazardous material sites/handlers. Identified

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regulatory sites, within the project boundaries, will be listed within the Memorandum. Kimley-Horn will utilize the industry's standard database provider, Environmental Data Resources, Inc. (EDR), in order to obtain the regulatory database information. Kimley-Horn will prepare the Memorandum that discusses the EDR database report and identifies the potential of environmental conditions within the project site as a result of the reported regulatory properties both on- and off-site, if any.

Kimley-Horn will perform a site visit, which will consist of a visual examination of the project site for visual evidence of potential environmental concerns, as outlined in Caltrans SER. No subsurface investigations would occur for this Memorandum. Kimley-Horn will document the findings within the Memorandum. Should Caltrans review the PES and require additional analysis, Kimley-Horn can provide this analysis under a separate scope of work and fee.

If required by Caltrans, Kimley-Horn will evaluate the potential air quality impacts of the project in accordance with applicable federal air quality conformity requirements and the "Guide for Assessing and Mitigating Air Quality Impacts," developed by the San Joaquin Valley Air Pollution Control District. Construction of the proposed project would result in short-term increases in pollutant emissions, which would be quantified using the URBEMIS model. Operational impacts of the proposed project would be evaluated using methods specified by Caltrans District 10. Because the proposed project is primarily a minor modification of the existing traffic signal system, it is assumed that no air pollutant emission calculations or air dispersion modeling would be required to evaluate potential project-related air quality impacts.

Task 6 Deliverables:

- Hazardous Material Technical Memorandum
- Notice of Exemption (NOE)

Task 7: Design Support

The Design Support phase will commence once the PS&E document have been issued for advertisement. During this phase, we anticipate that the efforts will include answering City staff questions during the bid and award of the contract, review of submittals, responding to contractor Requests for Information (RFIs), review of contract change orders, preparation of bid addendums, and preparation of record drawings. Also, any coordination with the adaptive system vendor during the bidding phase is included.

Attendance at regular construction meetings, including the pre- and post-construction meetings is not included in this scope as this will be covered under a separate procurement by the City.

We have assumed that design support services will be provided on a time and materials basis, based on hourly billing rates, up to the maximum number of hours and fee as indicated in the sealed Cost Proposal. Kimley-Horn will notify the City upon reaching approximately 80% of the approved level of effort and provide recommendation or request additional contract authorization if necessary. Additional services will be provided if requested by the City, is subject to additional fee.

Task 7 Deliverables:

- Review and preparation of responses for submittals
- Preparation of responses for RFIs
- Review and preparation of responses for CCOs
- Preparation of bid addendums
- Preparation of record drawings

Task 8: "Before" Construction Data Collection

This task will consist of the following work efforts:

- Collect Turning Movement Counts (Weekday)
- Collect 24-hour Average Daily Traffic Counts (7 days)
- Conduct Floating Car Surveys
- Prepare Traffic Model (Synchro)

Kimley-Horn will collect weekday turning movement volumes at each of the project intersections during the morning, midday; and evening peak periods at each of the project's signalized intersections, as well as average daily traffic (ADT) volumes at two locations on the corridor.

At the conclusion of Task 8 we will deliver the following items to the City:

- Turning movement counts at following nine locations:
 - March Lane at Feather River Drive
 - March Lane at I-5 SB ramp
 - March Lane at I-5 NB ramp
 - March Lane at Quail Lakes Drive
 - March Lane at Pershing Avenue
 - March Lane at Pacific Avenue
 - March Lane at El Dorado Street
 - March Lane at West Lane, and
 - March Lane at Montauban Avenue
- ADT counts at two locations (exact locations to be determined in consultation with the City)
- Travel time analysis within the project limits
- Summary of the Measures of Effectiveness (MOE) for the corridor which will include the following at a minimum (existing and anticipated with the adaptive system):
 - Levels of Service (at the nine intersections noted above)
 - Travel time reduction
 - Average Speed Increase (with the adaptive system)

- Stop reductions
- Level of Service at all the ten project intersections
- Fuel consumption reduction
- Benefit/Cost ratio

The turning movement counts and floating car surveys will be conducted on a Tuesday through Thursday during each of the following time periods

- AM peak: 7 a.m. to 9 a.m.;
- Midday Peak: 12 noon to 1 p.m.; and
- PM peak: 3:30 p.m. to 6 p.m.

“Before” Vehicular Travel Time Study

The floating car “Before” Travel Time Study will be conducted in accordance with the ITE Manual of Transportation Studies methodology. Up to six runs will be conducted in each direction along the corridor during each of the weekday AM, midday, and PM peak periods as noted above.

In addition, we propose to conduct up to three additional travel runs that will originate from one of the side streets and end up on another one of the side streets. In other words, these additional runs will be for routes that are not only on March Lane, but will constitute a “turn and turn” route (for example, turning onto March Lane from I-5 NB and then turning onto Pacific Avenue northbound. This will provide data on getting into and out of the March Lane corridor.

Lastly, we will collect average stopped delay and queues in the field at three locations on the corridor under the “Before” study.

Task 8 Deliverables

- Intersection turning movement counts
- ADT machine counts
- “Before” Study Information Summary

II. Schedule and Deadlines

We propose to complete the PS&E documents in about 75 working days from the issuance of a Notice to Proceed. Assuming a start date of August 25, 2014, we will complete the PS&E documents by December 2014. We will submit the Hazardous Materials Technical Memorandum by the end of September at the latest to Local Assistance. We will also submit the encroachment permits to Caltrans at the 65% PS&E stage.

We propose to complete all tasks by March 2015.

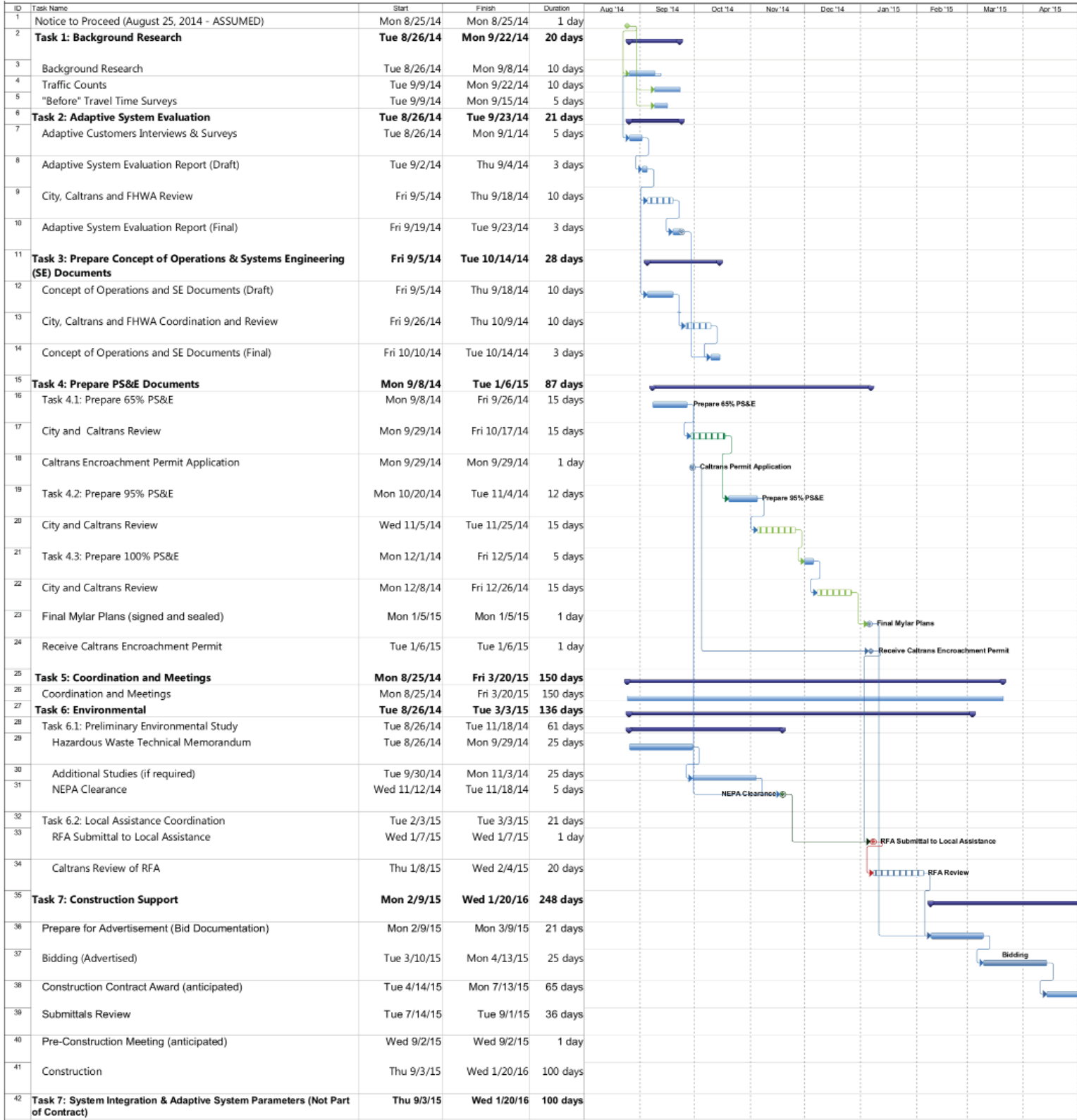
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March Lane Adaptive Traffic Control System Proposed Project Schedule

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March Lane Adaptive Traffic Control System

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March Lane Adaptive Traffic Control System Proposed Project Schedule, cont'd EXHIBIT A

ID	Task Name	Start	Finish	Duration	May '15	Jun '15	Jul '15	Aug '15	Sep '15	Oct '15	Nov '15	Dec '15	Jan '16
1	Notice to Proceed (August 25, 2014 - ASSUMED)	Mon 8/25/14	Mon 8/25/14	1 day									
2	Task 1: Background Research	Tue 8/26/14	Mon 9/22/14	20 days									
3	Background Research	Tue 8/26/14	Mon 9/8/14	10 days									
4	Traffic Counts	Tue 9/9/14	Mon 9/22/14	10 days									
5	"Before" Travel Time Surveys	Tue 9/9/14	Mon 9/15/14	5 days									
6	Task 2: Adaptive System Evaluation	Tue 8/26/14	Tue 9/23/14	21 days									
7	Adaptive Customers Interviews & Surveys	Tue 8/26/14	Mon 9/1/14	5 days									
8	Adaptive System Evaluation Report (Draft)	Tue 9/2/14	Thu 9/4/14	3 days									
9	City, Caltrans and FHWA Review	Fri 9/5/14	Thu 9/18/14	10 days									
10	Adaptive System Evaluation Report (Final)	Fri 9/19/14	Tue 9/23/14	3 days									
11	Task 3: Prepare Concept of Operations & Systems Engineering (SE) Documents	Fri 9/5/14	Tue 10/14/14	28 days									
12	Concept of Operations and SE Documents (Draft)	Fri 9/5/14	Thu 9/18/14	10 days									
13	City, Caltrans and FHWA Coordination and Review	Fri 9/26/14	Thu 10/9/14	10 days									
14	Concept of Operations and SE Documents (Final)	Fri 10/10/14	Tue 10/14/14	3 days									
15	Task 4: Prepare PS&E Documents	Mon 9/8/14	Tue 1/6/15	87 days									
16	Task 4.1: Prepare 65% PS&E	Mon 9/8/14	Fri 9/26/14	15 days									
17	City and Caltrans Review	Mon 9/29/14	Fri 10/17/14	15 days									
18	Caltrans Encroachment Permit Application	Mon 9/29/14	Mon 9/29/14	1 day									
19	Task 4.2: Prepare 95% PS&E	Mon 10/20/14	Tue 11/4/14	12 days									
20	City and Caltrans Review	Wed 11/5/14	Tue 11/25/14	15 days									
21	Task 4.3: Prepare 100% PS&E	Mon 12/1/14	Fri 12/5/14	5 days									
22	City and Caltrans Review	Mon 12/8/14	Fri 12/26/14	15 days									
23	Final Mylar Plans (signed and sealed)	Mon 1/5/15	Mon 1/5/15	1 day									
24	Receive Caltrans Encroachment Permit	Tue 1/6/15	Tue 1/6/15	1 day									
25	Task 5: Coordination and Meetings	Mon 8/25/14	Fri 3/20/15	150 days									
26	Coordination and Meetings	Mon 8/25/14	Fri 3/20/15	150 days									
27	Task 6: Environmental	Tue 8/26/14	Tue 3/3/15	136 days									
28	Task 6.1: Preliminary Environmental Study	Tue 8/26/14	Tue 11/18/14	61 days									
29	Hazardous Waste Technical Memorandum	Tue 8/26/14	Mon 9/29/14	25 days									
30	Additional Studies (if required)	Tue 9/30/14	Mon 11/3/14	25 days									
31	NEPA Clearance	Wed 11/12/14	Tue 11/18/14	5 days									
32	Task 6.2: Local Assistance Coordination	Tue 2/3/15	Tue 3/3/15	21 days									
33	RFA Submittal to Local Assistance	Wed 1/7/15	Wed 1/7/15	1 day									
34	Caltrans Review of RFA	Thu 1/8/15	Wed 2/4/15	20 days									
35	Task 7: Construction Support	Mon 2/9/15	Wed 1/20/16	248 days									
36	Prepare for Advertisement (Bid Documentation)	Mon 2/9/15	Mon 3/9/15	21 days									
37	Bidding (Advertised)	Tue 3/10/15	Mon 4/13/15	25 days									
38	Construction Contract Award (anticipated)	Tue 4/14/15	Mon 7/13/15	65 days									
39	Submittals Review	Tue 7/14/15	Tue 9/1/15	36 days									
40	Pre-Construction Meeting (anticipated)	Wed 9/2/15	Wed 9/2/15	1 day									
41	Construction	Thu 9/3/15	Wed 1/20/16	100 days									
42	Task 7: System Integration & Adaptive System Parameters (Not Part of Contract)	Thu 9/3/15	Wed 1/20/16	100 days									

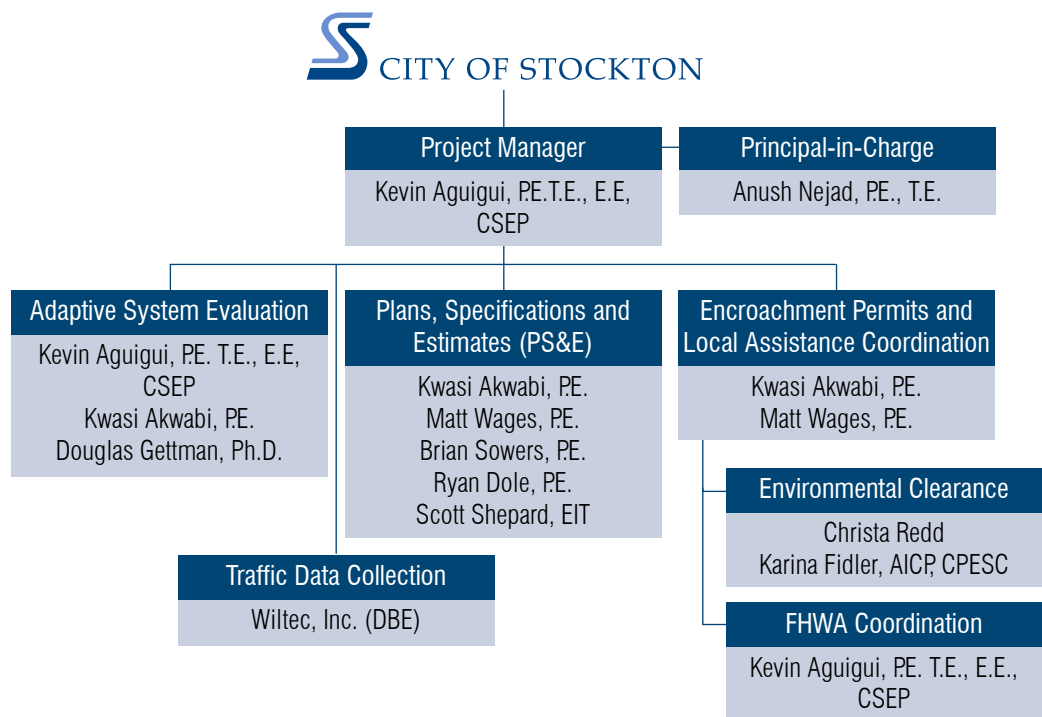
III. Staffing Plan

The Kimley-Horn Team – Organization Chart

Kimley-Horn is pleased to offer the benefit of our team members' adaptive systems, traffic engineering and electrical design expertise to provide professional services for the March Lane Adaptive Traffic Control System.

The members of our team have worked on numerous traffic adaptive systems across the country, including the Wilson Way Adaptive Traffic Control System in Stockton and many others in Northern California. We feel that with this project team, we are providing the City with solid project management and technical experience and expertise, especially with adaptive systems.

Our team also features the services of **Wiltec Inc.**, a DBE firm that will be providing traffic data collection and travel time survey services.



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Staff Availability

The Kimley-Horn team has the capability to respond effectively and efficiently to the services anticipated with this project. Our proposed project manager and staff for this project have the capacity available to commit the resources required. To ensure the availability of our team members, Kimley-Horn uses a proactive management program called “cast-aheads.” This process forecasts our workload over a weekly, monthly, and six-month period and enables us to avoid work overloads and/or shortfalls for each office and discipline. Cast-aheads help ensure that sufficient staff is available to meet our clients’ needs.

Each Kimley-Horn staff member listed within this staffing plan—as well as additional staff in our California offices—will be readily available to serve the City throughout the term of this project, as needed. Our past work history with similar projects gives us the experience necessary to deliver your project on-time and within budget.

The staff depth and availability provided by Kimley-Horn permits us to:

- Assign highly experienced staff to your project for its duration
- Provide prompt and responsive services

We are fully committed to providing knowledgeable staff with the experience and the availability to serve the City. Our team members’ current assignments and availability for the March Lane Adaptive Traffic Control System project are shown in the Staff Availability Table below.

Team Member and Role	Current Assignments	% Available for March Lane Project
Kevin Aguiqui <i>Project Manager; Adaptive System Evaluation; FHWA Coordination</i>	<ul style="list-style-type: none"> • Santa Cruz Adaptive System • Stockton BRT Phase IV • East Bay BRT • Merced Signal System 	40%
Anush Nejad <i>Principal-in-Charge</i>	<ul style="list-style-type: none"> • SR 7 Active Arterial Management • JTA GEC Support • NJ Turnpike Back Up TMC 	20%
Kwasi Akwabi <i>Adaptive System Evaluation; PS&E; Encroachment Permits and Local Assistance Coordination; FHWA Coordination</i>	<ul style="list-style-type: none"> • I-80 ICM Design Support During Construction • East Bay BRT Program Management and Design Oversight Services • Wilson Way Adaptive Signal System • Clipper Implementation Support 	50%
Douglas Gettman, Ph.D. <i>Adaptive System Evaluation</i>	<ul style="list-style-type: none"> • San Mateo KITS • Menlo Park Adaptive • Mesa Arizona Kadence Adaptive • LA Metro Next Generation 511 	10%

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Team Member and Role	Current Assignments	% Available for March Lane Project
Brian Sowers <i>PS&E</i>	<ul style="list-style-type: none"> • C/CAG Incident Response Timing • Capitol Expressway ITS and Sidewalk Infrastructure • SR-85 Ramp Metering Implementation • Various signal timing studies 	15%
Matt Wages <i>PS&E; Encroachment Permits and Local Assistance Coordination</i>	<ul style="list-style-type: none"> • Charter Way BRT IV, Stockton • EVP Installations Project, Stockton • G Street and 16th Street Wireless and Fiber Interconnect Design, Merced • TSP and Security System, Porterville 	40%
Ryan Dole <i>PS&E</i>	<ul style="list-style-type: none"> • Line 51 Corridor Delay Reduction & Sustainability • City of Hayward I-880/SR-92 Reliever Route • BART Berryessa Station Traffic Signal and Interconnect Improvements 	35%
Scott Shepard <i>PS&E</i>	<ul style="list-style-type: none"> • San Rafael RTSE Project • Mission College/Stevens Creek Traffic Signal Interconnect • Latham Square Improvements 	60%
Christa Redd <i>Environmental Clearance</i>	<ul style="list-style-type: none"> • SR-57/Lambert Interchange Improvements • Roseville Bridges Replacement • Placerville Drive Bridge Replacement • San Rafael RTSE 	50%
Karina Fidler <i>Environmental Clearance</i>	<ul style="list-style-type: none"> • Tracy Hills Specific Plan EIR • Various Phase I ESAs • Private Developer CEQA documents (Inland Empire) • Meridian various entitlement efforts 	30%

COST PROPOSAL**KIMLEY-HORN AND ASSOCIATES, INC.****Professional Consulting Services for the March Lane Adaptive Traffic Control System Project****EXHIBIT A**

Tasks	Nejad	Aguigui	Gettman	Sowers	Akwabi	Redd	Fidler	Dole	Wages	Asst.Engr.	Analyst	Admin./Support	Total	Task Labor Cost
Task 1 - Background Research		4			10				16	16	8	2	56	\$7,964
Task 2 - Evaluation of Adaptive Systems	2	12	4		8				10				38	\$7,016
Task 3 - Prepare Concept of Operations and SE Documents	2	30	4		20				9	8	4	1	78	\$14,756
Task 4 - Plans, Specifications and Estimate (PS&E)		20		8	48			18	60	52	52	3	261	\$38,300
Task 5 - Coordination and Meetings		8			4				4			1	17	\$3,191
Task 6 - Environmental and Local Assistance Coordination		2				16	24					2	44	\$7,598
Task 7 - Design Support		2			16				18			1	37	\$5,427
Task 8 - "Before" Construction Data Collection		4			10				20		20	1	55	\$7,648
Hours [Task 1 - 8]	4	82	8	8	116	16	24	18	137	76	84	13	586	
Billing Rate*	\$284.62	\$244.19	\$198.31	\$227.07	\$163.31	\$182.75	\$167.19	\$136.88	\$124.42	\$137.85	\$123.16	\$86.34		
Total Labor	\$1,138	\$20,024	\$1,586	\$1,817	\$18,944	\$2,924	\$4,013	\$2,464	\$17,046	\$10,477	\$10,345	\$1,122		\$91,899
Expenses														\$500
<i>Total Labor and Expense</i>														\$92,399
<i>Sub-Consultants</i>														
Wiltec, Inc (DBE) - Traffic Counts and 'Before' Travel Time Studies														\$7,500
TOTAL PROJECT COST														\$99,899
Summary:														
Kimley-Horn	\$91,899													
Wiltec, Inc (DBE)	\$7,500	DBE Participation: 7.51%												
Other Expenses	\$500													
TOTAL:	\$99,899													

* Fully loaded with an overhead rate of 194.16%

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Kevin Aguigui, P.E., T.E., E.E., CSEP

Project Manager/Adaptive System Evaluation/FHWA Coordination

Kevin is a Senior Systems Engineer with a long history of evaluating, designing, and implementing adaptive traffic control systems. He has served as project manager for more than eight adaptive system deployments involving over 15 jurisdictions. Kevin's main focus is in the areas of traffic engineering and design, ITS, transit ITS, communications networks, and transit signal priority systems. His experience with ITS and traffic signal systems has included advanced transportation controllers, CCTVs, VMS, detection systems, security and electrical systems, technology evaluations and ITS strategic plans. He has implemented and integrated all forms of communications networks including configuration and testing of field elements and network equipment for both wired and wireless systems.

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Hawaii
- Professional Traffic Engineer (TR1781), Electrical Engineer (EE19880), Civil Engineer (C48732) in California
- Certificate with Distinction, Telecommunications and Network Engineering, University of California at Berkeley Extension
- "Internetworking with TCP/IP", and "Internetworking Routers and Switches," Global Knowledge
- Certified Systems Engineering Professional (CESP), International Council on Systems Engineering

Special Qualifications

- Technical specialist in the evaluation, design and implementation/integration oversight of adaptive traffic control systems and ITS networks
- Evaluated and designed the implementation of numerous adaptive control system software packages including participation in TRB A318 committee on adaptive systems
- Served as a technical specialist for numerous municipalities interfacing directly with traffic system manufacturers and integrators

Relevant Experience

Wilson Way Traffic Adaptive System, Stockton, CA – Project Manager. This project involved ten traffic signals including two Caltrans traffic signals along Wilson Way in the City of Stockton. Kimley-Horn prepared the needs assessment and system requirements for the City's first traffic adaptive control system. This effort included working closely with Caltrans, which owns and operates two intersections at the Highway 4 freeway interchange. Following the development of the needs and requirements, Kimley-Horn conducted a detailed evaluation of commercially available traffic adaptive control systems, and worked closely with the City and Caltrans to select the preferred traffic adaptive control system. Kimley-Horn prepared the detailed PS&E documents working closely with the selected vendor.

Grant Road Traffic Adaptive System, Mountain View, CA – Project Manager. Kimley-Horn prepared the evaluation of commercially available traffic adaptive systems for the Grant Road corridor and assisted the City in the selection of the adaptive system. As part of this evaluation, Kimley-Horn developed the system requirements and prepared a Request for Proposals for adaptive system vendors. After the selection of the adaptive system vendor, Kimley-Horn completed the detailed PS&E documents for the implementation of the adaptive system components. As part of this PS&E preparation, Kimley-Horn worked closely with the selected adaptive system vendor to incorporate and integrate the specifics of their system into the overall system of existing traffic signal controllers, cabinets, and communications infrastructure. Kimley-Horn also coordinated with the City's IT department to complete the communications system from the field network access point in Fire Station No.1 to City Hall using the City's enterprise network.

Ocean Street Adaptive System, Santa Cruz, CA - Project Manager. Kimley-Horn is assisting the City of Santa Cruz on the planning, design, procurement and installation of an adaptive along Ocean Street and Water Street. These two corridors are the City's most congested and traveled arterials that experience both commuter and tourist traffic resulting in very unpredictable traffic patterns throughout the year. Kimley-Horn is preparing the Concept Designs including the Concept of Operations, System Requirements and other procurement documents. The procurement documents include the preparation of an RFP, Systems Integration and Testing Plans.

Adaptive Traffic Signal System, Walnut Creek, CA – Project Manager. Kevin provided technical assistance services to the City as part of this adaptive system implementation on Ygnacio Valley Road. His role included system planning, detailed design review, attendance at technical review meetings,

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*Kevin Aguigui, P.E., T.E.,
E.E., CSEP
(Continued)*

review of adaptive system vendor submittals, and implementation oversight. The City moved forward with implementing Naztec's Optima system which included near-side video detection, pavement loops, copper signal interconnect, and new controllers and cabinets.

Bollinger Canyon and Crow Canyon Corridor Traffic Signal System Upgrade, San Ramon, CA

– Project Manager. Kimley-Horn assisted the City of San Ramon in the evaluation and selection of an adaptive traffic signal system along two of the City's main corridors (Bollinger Canyon and Crow Canyon). Kevin evaluated the proposals received by the adaptive system vendors including the requirements compliance, costs and implementation timelines, and served as a panel member for the oral interview portion of the selection process with the adaptive system vendors.

County of Santa Clara/City of Sunnyvale Adaptive Control System, Santa Clara County, CA

– Project Manager. Planned, designed, and implemented an adaptive control system on Lawrence Expressway in the County of Santa Clara and the City of Sunnyvale. Evaluated the adaptive systems, developed the system requirements, prepared a Request for Proposals (RFP), and prepared the PS&E documents for "adaptive-ready" cabinets with additional I/O detection and communications in Model 2070 controllers, an Ethernet network, high speed DSL, and remote adaptive control units (RACU). Also, conducted the before and after analysis to determine and quantify the system's benefits.

City of Mesa Adaptive System, Mesa, AZ – Project Engineer. Assisted in the evaluation of existing adaptive systems and demonstration test bed corridor. Participated in the evaluation of communications topologies for most feasible approach to implementing adaptive control with the City's existing traffic control system software.

Cupertino Adaptive Signals Control, Cupertino, CA – Lead Technical Engineer. Assisted with the Concept of Operations and system requirements. Conducted extensive research of the alternative adaptive systems under development or implemented elsewhere in USA, Great Britain, Europe and Australia. Assisted with system implementation and evaluation and worked closely with the Systems Integrator.

Chula Vista Adaptive Signal System, Chula Vista, CA – Project Engineer. Evaluated adaptive systems including RHODES, SPOT, OPAC, SCOOT and SCATS. Prepared an RFP for system implementation and assisted in the preparation of detailed plans, specifications and estimates for the deployment of traffic control hardware, adaptive control software and communications infrastructure at 10 intersections.

Corridor Signal and Communications Assessment, Sacramento, CA – Project Manager. Kimley-Horn conducted a detailed assessment of the conditions of the traffic signal cabinets and controllers and the existing communications infrastructure along three major corridors in the City of Sacramento. The project involved field investigations to identify any specific needs for controller and/or cabinet replacements, utilization of existing communications infrastructure, and integration into the City's TOC. The traffic signal elements consisted of NEMA and Type 332 cabinets along with NEMA and Model 2070 controllers (Econolite, Bi Trans, and Traconex).

City and County of San Francisco Integrated Transportation Management System (SFgo), San Francisco County, CA – Project Manager. Kevin managed the planning, design and deployment of the City of San Francisco's first ITS network implementation (Initial Phase), including the preparation of the Concept of Operations and System Requirements for the new TMCs, central system software, digital video server system, with an all IP/Ethernet/Optical topology and Model 2070 controllers, field hubs, VMSs, and video detection.

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Anush Nejad, P.E., T.E.

Principal-in-Charge

Anush has over 30 years of experience with a full spectrum of traffic engineering, transportation planning, ITS planning and design, civil engineering, transit engineering, and program management services. He has been responsible for managing a wide range of transportation programs, including BRT planning and design, regional traffic signal coordination, and major public works improvement projects. Anush also has significant experience working with various macro as well as micro simulation models, including TRANPLAN, T-plus, Cube, Emme2, VISSIM, CORSIM©, Paramics, FREQ, Synchro, and others. He has extensive experience working with various stakeholders and is very familiar with the consensus building process. He is also responsible for quality control/quality assurance for various projects throughout California and the nation.

Professional Credentials

- Master of Science, Transportation Engineering, University of California at Berkeley
- Bachelor of Science, Civil Engineering, North Carolina State University
- California Alliance of Advanced Transportation Systems Board of Directors

Relevant Experience

Signal System and Traffic Adaptive Implementation Project, Palo Alto, CA – Project Manager. Project included replacement of the traffic signal control system. Evaluated various types of traffic control systems, including traffic adaptive systems and advanced traffic management systems. Prepared feasibility study report and final PS&E design for this \$2 million project.

Downtown Signal Operations Study and Traffic Adaptive Study, Emeryville, CA – Project Manager. Consulting services for signal timing and coordination study for Downtown Emeryville. Currently, in the process of preparing a feasibility study report for application of traffic adaptive systems, including SCATS, SCOOT, RHODES, and LADOT system to recommend the most applicable system for the Emeryville network.

International-Telegraph Rapid Bus Deployment Program Systems Manager, Alameda County, CA – Project Manager. Kimley-Horn is responsible for the planning, design, and implementation of a Rapid Bus program along E. 14th, International Boulevard, Broadway Avenue, and Telegraph Avenue, from Bayfair Mall to the University of California campus. Prepared Systems Engineering and Management Plan (SEMP) for this \$18 million project.

East Bay SMART Corridors Program Systems Manager, Alameda and Contra Costa County, CA – Project Manager. Kimley-Horn provided the planning, design, and implementation of a multi-modal Intelligent Transportation System for the San Pablo Avenue and I-880 corridors, involving 25 agencies. Prepared Systems Engineering and Management Plan (SEMP) for this is \$20 million program.

TravInfo@/511 Traveler Information System Procurement Management, San Francisco Bay Area, CA – Project Manager. Kimley-Horn acted as the Systems Manager for MTC to develop specifications and procurement documents for the San Francisco-Bay Area's advanced traveler information system. This is a multi-year, \$38 million program.

San Francisco Bay Freeway Management System Implementation Plan, San Francisco Bay Area, CA – Project Manager. Kimley-Horn assisted Caltrans District 4 and the Headquarters Division to prepare a Traffic Operations System (TOS) Implementation Plan for the San Francisco Bay Area.

California ITS Architecture and System Plan, Statewide, CA – Quality Control Manager. Kimley-Horn prepared the Statewide ITS Architecture and System Plan for California on behalf of Caltrans.

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EXHIBIT A



Professional Credentials

- Bachelor of Science, Civil Engineering, University of California at Davis
- Professional Engineer in California

Kwasi Akwabi, P.E.

*Adaptive System Evaluation/PS&E/Encroachment Permits and Local Assistance Coordination/
FHWA Coordination*

Kwasi is a transportation engineer with over 10 years of experience with ITS, traffic signal systems, BRT, adaptive traffic systems, freeway/arterial operations, and traffic signal design and engineering projects. Kwasi's experience includes Caltrans District 4 freeway ITS design, traffic signal modification work throughout various east bay cities, as well as traffic signal and ITS design in other states such as Arizona, Utah, Kansas, and Missouri.

Relevant Experience

Wilson Way Traffic Adaptive System, Stockton, CA – Design Engineer. This project involved ten traffic signals including two Caltrans traffic signals along Wilson Way in the City of Stockton. Kimley-Horn prepared the needs assessment and system requirements for the City's first traffic adaptive control system. This effort included working closely with Caltrans, which owns and operates two intersections at the Highway 4 freeway interchange. Following the development of the needs and requirements, Kimley-Horn conducted a detailed evaluation of commercially available traffic adaptive control systems, and worked closely with the City and Caltrans to select the preferred traffic adaptive control system. Kimley-Horn prepared the detailed PS&E documents working closely with the selected vendor.

Ocean Street Adaptive System, Santa Cruz, CA - Design Engineer. Kimley-Horn is assisting the City of Santa Cruz on the planning, design, procurement and installation of an adaptive along Ocean Street and Water Street. These two corridors are the City's most congested and traveled arterials that experience both commuter and tourist traffic resulting in very unpredictable traffic patterns throughout the year. Kimley-Horn is preparing the Concept Designs including the Concept of Operations, System Requirements and other procurement documents. The procurement documents include the preparation of an RFP, Systems Integration and Testing Plans.

Grant Road Traffic Adaptive System, Mountain View, CA – Design Engineer. Kimley-Horn prepared the evaluation of commercially available traffic adaptive systems for the Grant Road corridor, and assisted the City in the selection of the adaptive system. As part of this evaluation, Kimley-Horn developed the system requirements and prepared a Request for Proposals (RFP) for adaptive system vendors. After the selection of the adaptive system vendor, Kimley-horn completed the detailed PS&E documents for the implementation of the adaptive system components. As part of this PS&E preparation, Kimley-Horn worked closely with the selected adaptive system vendor to incorporate and integrate the specifics of their system into the overall system of existing traffic signal controllers, cabinets and communications infrastructure. Kimley-Horn also coordinated with the City's IT department to complete the communications system from the field network access point in Fire Station No.1 to City Hall using the City's enterprise network.

AC Transportation Co, I-80 Integrated Corridor Mobility (ICM) Project, Alameda/Contra Costa Counties, CA – Project Engineer. Kimley-Horn was the lead designer for the Interstate 80 Integrated Corridor Mobility (I-80 ICM) Project. This \$92M project is the first of its kind in the San Francisco Bay Area involving the implementation of an Active Traffic Management system along a 20.5-mile stretch of I-80, the Bay Area's most congested freeway segment. Kimley-Horn led

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ATTACHMENT B

EXHIBIT A

Kwasi Akwabi, P.E.

(Continued)

the preparation of the initial documents including a Corridor Systems Management Plan (CSMP), Project Report, and Environmental Document. The main elements of the project included upgrades and integration of ITS elements on I-80, parallel arterial routes, and connecting local roadways. The freeway segment included up to 10 lanes of traffic including an HOV lane being considered for Express Lane treatment. The freeway ITS improvements are being prepared in separate construction packages including a Traffic Operations System (TOS), Arterial Ramp Metering (ARM), Active Traffic Management (ATM), and a System Integration (SI) package. The project involves 20 miles, 40 ramp meters, 67 variable advisory speed signs, 40 trailblazer signs, and lane use signs on 11 gantries.

AC Transit - Line 51 Corridor Delay Reduction and Sustainability Project, Alameda/

Berkeley/Oakland, CA – Project Engineer. Kimley-Horn is preparing the detailed designs for transit corridor improvements that will achieve the District's objectives to reduce transit vehicle delay and travel time, and enhance transit service reliability. The project is on an accelerated timeline and includes traffic signal improvements, signal timing enhancements, transit signal priority, queue jumps, and traffic responsive operations.

U.S. 101/23 Interchange PS&E, Thousand Oaks, CA – Project Engineer. Kimley-Horn was responsible for traffic signal modification design at several interchanges on U.S. 101, preparation of pavement delineation plans, construction staging, traffic handling, and street lighting plans. Kimley-Horn was also responsible for attending progress meetings regarding traffic planning and design efforts. These meetings could be with City of Thousand Oaks staff, Caltrans, team members, VCTC, the County of Ventura or other. Other responsibilities include documenting project efforts to define our progress. This includes development of monthly invoices and summary written descriptions of our progress compared with our scope and schedule.

Gerald Desmond Bridge Design-Build (D-B) project, Port of Long Beach, CA – Systems Engineer. Kimley-Horn is currently leading a team for the design of ITS, lighting, communications, and security technologies for the Gerald Desmond Bridge Design-Build project. Kimley-Horn will provide design plans for the following ITS field elements for the Communications System: Preliminary ITS Components Drawing; General Requirements; Traffic Monitoring Stations/Count stations (TMS/CS); Video Surveillance System (VSS); Weigh-in-Motion System (WIM); Advisory Systems; Automated Traffic Management Information System (ATMIS); Port Incident management System (PIMS); Channel Navigation Systems; Communication Network; Splice Vault and Communication Pull Box; Wireless Communications; and Conduit and Electrical Service.

Fresno Area Express (FAX), Fresno Bus Rapid Transit (BRT) Design, Fresno, CA – Project Engineer. Kimley-Horn is providing final design services for the City of Fresno's Blackstone-Ventura-King's Canyon BRT project. This 15-mile-long, \$50M project includes 27 stations (52 separate platforms), each with level-boarding, off-board fare collection, real-time information signs, and custom/branded shelters. The BRT System includes GPS-based transit signal priority at over 70 traffic signals including eight Caltrans signals (Naztec Patriot and Caltrans TSCS firmware), 52 full-featured, level boarding BRT stations, queue jumps at select locations, off-board fare collection, real-time information displays, video security systems at select stations, and ADA treatments for different station configurations. Kimley-Horn's services also include a traffic operations analysis, VISSIM modeling, traffic signal modifications design, TSP and ITS designs, fiber communications network, all communications and electrical system designs, TSP and communication system evaluation, and preparing wayfinding and other station signage.

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ATTACHMENT B

EXHIBIT A



Douglas Gettman, Ph.D.

Adaptive System Evaluation

Doug is an expert in project management; adaptive traffic control; transportation systems management software (central and field controller); systems engineering lifecycle; Intelligent Transportation Systems; transportation systems; modeling; simulation; optimization systems and algorithms (recent emphasis on microscopic traffic simulation and analysis); and software usability and interface design. He was the principal investigator for the FHWA Adaptive Control System Lite development and field testing, and currently serves on several national committees in the research and deployment of advanced technologies including traffic systems for oversaturated conditions and IntelliDrive.

Professional Credentials

- Doctor of Philosophy, Systems and Industrial Engineering, University of Arizona
- Master of Science, Systems Engineering, University of Arizona
- Bachelor of Science, Systems Engineering, University of Arizona
- TRB Signal Systems Committee and Joint Simulation Subcommittee
- Institute of Transportation Engineers
- ITS Arizona

Special Qualifications

- Proficient in the following software programs: NTCIP, C2C, National ITS Architecture, UML, C, MATLAB, FORTRAN, Java, ArcView, CPLEXAMPL, i2, ACTRA, NextPhase, 2070/A TC, NEMA/Caltrans standards, IP/Serial communications, SEPAC, Econolite ASC2, Peek3000, CORSIM©, VisSim, Synchro, Transyt-7F, AIMSUN, and Paramics

Relevant Experience

NCHRP 03-90 Traffic Control Systems in Oversaturated Conditions, Washington, DC – Project Manager. Kimley-Horn is the principal investigator on this research project to develop strategies and guidance for the operation of traffic signal systems in oversaturated traffic conditions. The project has three major themes: development of techniques and algorithms for detecting queue lengths and oversaturation using standard and common detection deployments; development of algorithms to detect when to stop managing delay and start managing queues; and development of guidance documentation for agencies to help in the identification of appropriate techniques for certain oversaturated situations. The project was started in April 2008 and runs through June 2010 and includes implementation and testing of several management strategies on test networks. The University of Minnesota and Virginia Tech are principal subcontractors on the Kimley-Horn team.

FHWA Adaptive Control System Lite Field Testing, Various Locations – Principal Investigator. Managed the field deployment of ACS-Lite adaptive control software with Econolite, Eagle, Peek, and McCain closed-loop systems in Columbus, OH; Houston, TX; Bradenton, FL; and San Diego, CA, respectively. Required complex cooperative agreements with NEMA and 170 vendors, FHWA, field site agencies, and software development staffs.

FHWA Adaptive Control System-Lite, Various Locations – Principal Investigator. Managed research and development of the ACS-Lite adaptive signal control algorithm for fieldmaster-based closed-loop traffic signal systems for the Federal Highway Administration. The project contains algorithm development, software development, laboratory Hardware in-the-Loop testing, and simulation testing.

Traffic Adaptive Control and Traffic Information Collection System – Project Manager for the development of Siemens ITS TACTICS centralized adaptive system, based on ACS-Lite technology and integrated with ACTRA and future Siemens ITS central software.

ATMS Project, Miami-Dade County, FL – Systems Engineer responsible for the deployment and upgrade of the Miami-Dade arterial traffic signal system software deployment. Kimley-Horn is currently providing systems integration and deployment services for the countywide ATMS software capable of managing 4,000 traffic signals and ancillary field devices using both serial and IP wired/wireless communications. The system supports type 170 controllers with BI Tran 233 firmware and

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EXHIBIT A

Douglas Gettman, Ph.D.

(Continued)

will be upgraded to support an Advanced Technology Controller. More than 2,800 intersections are online. The KITS system in Miami-Dade includes integration of reversible lane control systems, CCTV cameras, emergency route preemption, transit priority operations, and intersection operations with specialized transit-only right-of-way. A wide array of preventative maintenance and diagnostic reports are available to identify field equipment issues, communications problems, and enhance traffic operations. Kimley-Horn also provides integration cut-over services, system operations, signal timing, concept of operations planning, and TMC design services to the County under this multi-year ITS support contract.

FHWA Surrogate Measures of Safety from Microsimulation, Various Locations – Principal Investigator. Led a research project to extract measures of safety from microsimulation models that are used to identify geometric and operational improvements to intersections. Validation efforts included evaluation of the correlation of the surrogate measures from the simulations to accident records from real world intersections. Project included software development, requirements and system design, statistical validation, and microscopic traffic simulation models as well as the management of multiple subcontractors including private firms, universities, and consultants.

i2/RHODES/NextPhase Deployment, Pinellas County, FL – Project Manager for the integration and installation of the i2, RHODES, and NextPhase adaptive control system for Pinellas County, Florida. Provided system requirements, acceptance test plans, training delivery and documentation, and field deployment support in addition to managing all financial and schedule aspects of the project.

ADOT Adaptive Ramp Metering C2C – Project Manager for the integration of the MILOS adaptive ramp metering software (developed by Dr. Gettman while at U of Arizona) with i2 and NextRamp.

Houston Claire, Dynasmart, RHODES Center to Center Project, Various Locations, TX – Project Manager. Led the Siemens team in this HCDR project to deploy predictive traffic management applications, Dynasmart and Claire, to the Houston area in conjunction with University of Arizona, University of Maryland, TTI, Instant Recall, Harris County, FHWA, TxDOT, and INRETS.

Arizona E-VII Expansion, Phoenix, AZ – Project Manager. Kimley-Horn is working with Maricopa County DOT and Arizona DOT to develop the first Vehicle Infrastructure Integration (VII) program in Arizona. The Arizona E-VII is a unique approach among the other VII activities in other states in that it is focused primarily on incident management and emergency response. Kimley-Horn supported the local E-VII coalition to submit an application to ADOT's Arizona Transportation Research Center, and E-VII was selected for research funding in a competitive process. The E-VII program is developing innovative technology applications that will provide for enhanced preemption at intersections, ramp meter preemption, vehicle-to-vehicle warning systems, and ultimately generate incident information that can be transmitted back to a traffic operations center for use by operators and disseminated through traveler information systems. E-VII is primarily focused on improving the safety of emergency responders, as well as corridor safety at and approaching incident scenes. This project is in the early stages of development. Kimley-Horn is providing program and technical support to the E-VII team which also includes the University of Arizona and Arizona State University. Our team is also coordinating with the National Traffic Incident Management Coalition and the Public Safety Advisory Group.



Brian E. Sowers, P.E.

PS&E

Professional Credentials

- Bachelor of Science, Civil Engineering, California State Polytechnic University, San Luis Obispo
- Professional Engineer in CA
- Former instructor for UC Berkeley's Institute of Transportation Studies "Advanced Traffic Signal Operations" Course
- Former Chair of Metropolitan Transportation Commission (MTC) Arterial Operations Committee

Brian is a senior traffic engineer and project manager who specializes in signal timing (over 3,000 signals), signal design, signal interconnect design, and signal system design and evaluation. Brian's recent signal timing experience in the past 15 years in the Northern California is unmatched. He has experience with numerous traffic operations computer programs, including Synchro, VISSIM, Transyt-7F, HCS, CORSIM©, and PASSER. He has served as an instructor for training courses in the Synchro signal timing and CORSIM© simulation software for the Oregon Department of Transportation, Caltrans, and the Cities of San Jose, Campbell, Antioch, Berkeley, as well as agencies in the Phoenix and San Diego areas. Brian's project management experience includes signal operations projects for over 50 agencies in California.

Relevant Experience

2010/11, 2011/12, 2012/13 Program for Arterial Signal Synchronization (PASS), Bay Area, CA

— Project Manager. Kimley-Horn is working with the Metropolitan Transportation Commission (MTC) and Caltrans to provide traffic signal timing and operations services to various agencies in the Bay Area under the Program for Arterial Signal Synchronization (PASS). Our services include review of base signal timings and actuated settings, including clearance intervals, review of collision history and timing parameters to help reduce collisions, and development of signal coordination plans for the AM, midday, and PM peak periods. In addition, the projects include development of incident management plans, development of transit signal priority (TSP) timing, development of traffic responsive timing, and transit evaluation. Kimley-Horn has received the highest number of traffic signals over the three year cycle of the program, showing our exceptional client service. Projects in the 2010/11 through 2012/13 cycles include the following:

County of Santa Clara, 2012 Expressways Traffic Responsive Signal Timing Project (27 signals); City of Cupertino, Stevens Creek Signal Coordination and TSP Timing Project (14 signals); City of Daly City, John Daly Boulevard and Junipero Serra Boulevard Timing Project (11 signals); City of Emeryville, Citywide Weekday, Weekend, and TSP Timing Project (32 signals); City of Fremont, Fremont Boulevard Signal Weekday and School Synchronization Project (9 signals); City of Livermore, 2012/13 Various Corridors Weekday and Incident Management Timing (39 signals); City of Pinole & Richmond, Various Corridors Weekday and School Peak Timing Project (22 signals); City of San Jose, Curtner Avenue/Tully Road Weekend Signal Timing Project (14 signals); City of Union City, Alvarado-Niles Road Corridor Signal Timing Project (12 signals); City of Berkeley, University Avenue/Sacramento Street/7th Street Signal Timing (29 signals); City of San Rafael, Citywide Signal Timing Project (77 signals); City of San Ramon, Bollinger Canyon Road Signal Synchronization Project (14 signals); County of Santa Clara, 2011 Expressways Traffic Responsive Signal Timing Project (29 signals); City of Fremont and Caltrans, Auto Mall Parkway Signal Synchronization Project (8 signals); City of Livermore, Stanley Boulevard/Railroad Avenue/First Street Signal Synchronization, Transit Priority, and Incident Management Timing Plans Project (19 signals); City of Redwood City and Caltrans, Middlefield Road Signal Synchronization (8 signals); County of Santa Clara, 2010 Expressways Traffic Responsive Signal Timing Project (86 signals); City of San Leandro and Caltrans, Washington Avenue Signal Synchronization Project (10 signals)

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EXHIBIT A

Brian E. Sowers, P.E.

(Continued)

Grant Line Road/ Tracy Boulevard Signal Interconnect and Coordination TLSP Project, Tracy, CA

– Project Manager. Kimley-Horn worked with the City of Tracy to design traffic signal interconnect and develop and implement coordinated signal timing along two corridors, Grant Line Road and Tracy Boulevard. The project consisted of 22 traffic signals, two of which are Caltrans operated traffic signals. The project was funded through the statewide Traffic Signal Light Program (TLSP). The primary objective of the study was to connect the traffic signals along Grant Line Road and Tracy Boulevard to the City's BI Tran QuicNet centralized system at the traffic management center through the installation of interconnect and implementation of new coordinated signal timing plans. Signal coordination plans were developed for the AM, midday, school, and PM peak periods.

Citywide Traffic Signal Coordination, Merced, CA

– Project Manager. Kimley-Horn worked with the City of Merced and Caltrans to conduct a signal re-timing and coordination study and to develop signal system recommendations for key corridors in the City of Merced. The project included 36 signals on M Street, R Street, G Street, 16th Street, V Street, and Olive Avenue. Tasks included data collection, establishment of guidelines for evaluating and developing signal timing plans, evaluation of the existing signal operation, and development and implementation of recommended timing plans. In addition, the project included recommendations for signal system implementation, operation, and signal interconnect options.

2008-2009 Regional Signal Timing Program (RSTP), Bay Area, CA

– Project Manager. Kimley-Horn worked with the Metropolitan Transportation Commission (MTC) to provide traffic signal timing and operations services to various agencies in the Bay Area under the MTC Regional Signal Timing Project (RSTP). Our services included review of base signal timings and actuated settings including clearance intervals, review of collision history and timing parameters to help reduce collisions, development of signal coordination plans for the AM, midday, and PM peak periods, and development of transit priority timing for buses and Light Rail Transit (LRT). We received over half of the Year 2008-2009 signals, showing our exceptional service. Projects in the 2008-2009 cycles included the following: City of San Jose, 2009 Signal Timing (TLSP Phase I) and LRT Signal Priority Study (318 signals); County of Santa Clara, 2009 Santa Clara County Expressways Traffic Signal Timing Project (89 signals); County of Santa Clara, 2008 Santa Clara County Expressways Traffic Signal Timing Project (53 signals); City of Vallejo, Citywide Traffic Signal Timing Project (144 signals); City of Concord, 2008 Citywide Traffic Signal Timing Project (84 signals); City of Antioch, Lone Tree Way (East) Traffic Signal Timing Project (9 signals).

Citywide Traffic Light Synchronization Program (TLSP) Phase II Signal Timing Study, San Jose, CA

– Project Manager. Kimley-Horn conducted a signal timing and coordination study for various corridors in the City of San Jose in conjunction with the City's Traffic Light Synchronization Program (TLSP) project. The project was being funded by BAAQMD TFCA funds. The project included 277 signals along more than 35 corridors. Kimley-Horn developed signal coordination plans for the AM, midday, and PM peak periods at all project intersections and updated transit signal priority (TSP) timing at thirty intersections. The Synchro software was being used for the analysis. Project tasks included data collection, field review, conducting "before" and "after" studies, review of actuated settings including pedestrian intervals, timing development, implementation, fine-tuning, and study evaluation.



Matt Wages, P.E.

PS&E/Encroachment Permits and Local Assistance Coordination

Matt is a transportation analyst with over five years of experience in traffic signal design, signal timing, system integration, and roadway design projects. His system integration and signal timing experience includes data collection, development of Synchro models, analyses of potential cycle lengths, database conversions, and traffic signal controller integration. Matt has worked on several traffic engineering and design projects in which he was involved in data collection, creation of CADD plans, and signal and interconnect designs. He is proficient in the latest versions of AutoCAD, MicroStation, Synchro, and Highway Capacity Software.

Professional Credentials

- Bachelor of Science, Civil Engineering, California Polytechnic State University, San Luis Obispo
- Professional Engineer in California

Relevant Experience

Wilson Way Adaptive Traffic Control System, Stockton, CA – Analyst. This project involved 10 traffic signals including two Caltrans traffic signals along Wilson Way. Kimley-Horn prepared the needs assessment and system requirements for the City's first traffic adaptive control system. This effort included working closely with Caltrans, which owns and operates two intersections at the Highway 4 freeway interchange. Following the development of the needs and requirements, Kimley-Horn conducted a detailed evaluation of commercially available traffic adaptive control systems, and worked closely with the City and Caltrans to select the preferred traffic adaptive control system. Once selected, Kimley-Horn worked to include the adaptive system elements of the preferred system including working with the adaptive system vendor and the cabinet manufacturers to ensure that the procurement documents contained the requirements for furnishing, installing and integrating the adaptive system elements. Kimley-Horn was involved in all steps of the evaluation, planning, and detailed design in order to achieve a complete system design including provisions for non-adaptive control should the City wish to revert to normal operations.

65th Street, Power Inn Road, and Fruitridge Road TLSP Signal Timing, Integration and Installation, Sacramento, CA – Project Manager. The project involved the full conversion of controller databases from several different existing firmwares to the D4 firmware with Model 2070 controllers along three arterials in the City of Sacramento. Kimley-Horn prepared all of the new D4 databases, downloaded the databases to the controllers, bench tested all of the controllers and assisted in the field cutover/installation of the new controllers. Kimley-Horn also assisted the city in the development of a Synchro model to develop coordinated signal timings. The project intersections include EVP operations as well as LRT crossings and Queue Jump operations.

Ocean Street Adaptive System, Santa Cruz, CA - Analyst. Kimley-Horn is assisting the City of Santa Cruz on the planning, design, procurement and installation of an adaptive along Ocean Street and Water Street. These two corridors are the City's most congested and traveled arterials that experience both commuter and tourist traffic resulting in very unpredictable traffic patterns throughout the year. Kimley-Horn is preparing the Concept Designs including the Concept of Operations, System Requirements and other procurement documents. The procurement documents include the preparation of an RFP, Systems Integration and Testing Plans.

AC Transit East Bay BRT, Alameda County, CA – Analyst. Kimley-Horn is supporting Alameda County Transit (AC Transit) and prime consultant Cambridge Systematics, Inc. in the development

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EXHIBIT A

Matt Wages, P.E.

(Continued)

of an approximately 17-mile, high-level BRT project through the San Francisco East Bay cities of Berkeley, Oakland, and San Leandro. The project includes dedicated transit lanes in existing arterial rights-of-way, approximately 50 light-rail-like stations, and various station and passenger amenities that will make transit use more convenient, safe and secure. Kimley-Horn is supporting AC Transit and Cambridge Systematics in preparing the Final EIS for the proposed project, valued at approximately \$235 million. The two firms prepared a Small Starts submittal in 2008 that resulted in the project receiving a “high” rating from the Federal Transit Administration (FTA).

ACCMA, I-80 Integrated Corridor Mobility (ICM) Project, Alameda/Contra Costa Counties, CA – Analyst. Kimley-Horn is the lead designer for the Interstate 80 Integrated Corridor Mobility (I-80 ICM) Project. This \$92M project is the first of its kind in the San Francisco Bay Area involving the implementation of an Active Traffic Management system along a 20.5-mile stretch of Interstate 80, the Bay Area’s most congested freeway segment. Kimley-Horn led the preparation of the initial documents including a Corridor Systems Management Plan (CSMP), Project Report, and Environmental Document.

The main elements of the project include upgrades and integration of ITS elements on I-80, parallel arterial routes and connecting local roadways. The freeway segment includes up to 10 lanes of traffic including an HOV lane being considered for Express Lane treatment. The freeway ITS improvements are being prepared in separate construction packages including a Traffic Operations System (TOS), Arterial Ramp Metering (ARM), Active Traffic Management (ATM), and a System Integration (SI) package. The project involves 20 miles, 40 ramp meters, 67 variable advisory speed signs, 40 trailblazer signs, and lane use signs on 11 gantries.

Airport Way BRT Phase II project, Stockton, CA – Analyst. Kimley-Horn prepared the detailed PS&E documents for the installation of transit signal priority treatments at 17 traffic signals as part of the Airport Way BRT. The project included new advanced traffic controllers and cabinets, CCTV systems, signal priority system elements, including optical and GPS-based elements, ADA treatments and the development and implementation of priority signal timings. As part of the design, Kimley-Horn integrated video cameras from Stockton Regional Transit District bus shelters and routed all City cameras to the Stockton Police Department for video monitoring and surveillance. Kimley-Horn converted traffic signal databases, and integrated and field implemented new traffic controllers with transit priority at the project intersections.

Calaveras Sidewalk Improvements, Milpitas, CA – Analyst. Kimley-Horn prepared a design package for widening the sidewalk on Calaveras Boulevard (CA 237). The project limits include widening sidewalk on two bridge structures into the roadway, making the travel lanes narrower. The wider sidewalk will promote a safer route for bicycle and pedestrian traffic.

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Ryan J. Dole, P.E.

PS&E

Ryan is a transportation engineer with more than eight years of experience in ITS (for both freeways and arterials), traffic signals, and signal operations. His ITS and traffic signal systems experience includes the planning and design of interconnect/communications networks, adaptive traffic management systems, CCTVs, transit signal priority, traffic signals, ramp metering, vehicle detection systems. Ryan has extensive experience developing PS&E construction documents as well as preparing ITS technology evaluations and strategic plans.

Professional Credentials

- Bachelor of Science, Civil Engineering, California Polytechnic State University, San Luis Obispo
- Professional Engineer in California
- American Society of Civil Engineers (ASCE), Member
- Chi Epsilon (Civil Engineering Honor Society), Member

Relevant Experience

Wilson Way Adaptive Traffic Control System, Stockton, CA – Project Engineer. This project involved 10 traffic signals including two Caltrans traffic signals along Wilson Way in the City of Stockton. Kimley-Horn prepared the needs assessment and system requirements for the City's first traffic adaptive control system. This effort included working closely with Caltrans, which owns and operates two intersections at the Highway 4 freeway interchange. Following the development of the needs and requirements, Kimley-Horn conducted a detailed evaluation of commercially available traffic adaptive control systems, and worked closely with the City and Caltrans to select the preferred traffic adaptive control system. Once selected, Kimley-Horn worked to include the adaptive system elements of the preferred system including working with the adaptive system vendor and the cabinet manufacturers to ensure that the procurement documents contained the requirements for furnishing, installing and integrating the adaptive system elements. Kimley-Horn was involved in all steps of the evaluation, planning, and detailed design in order to achieve a complete system design including provisions for non-adaptive control should the City wish to revert to normal operations.

65th Street, Power Inn Road, and Fruitridge Road TLSP Signal Timing, Integration and Installation, Sacramento, CA – Project Engineer. The project involved the full conversion of controller databases from several different existing firmwares to the D4 firmware with Model 2070 controllers along three arterials in the City of Sacramento. Kimley-Horn prepared all of the new D4 databases, downloaded the databases to the controllers, bench tested all of the controllers and assisted in the field cutover/installation of the new controllers. Kimley-Horn also assisted the city in the development of a Synchro model to develop coordinated signal timings. The project intersections include EVP operations as well as LRT crossings and Queue Jump operations.

Grant Road Adaptive Traffic Signal System, Mountain View, CA – Project Engineer. Kimley-Horn provided design services to the City of Mountain View for the solicitation, selection, and design of an adaptive traffic signal system implementation along Grant Road. Tasks included preparation of an existing system evaluation, which was used to develop an adaptive signal system solicitation RFP, review and evaluation of the adaptive system proposals, detailed design and coordination with selected adaptive system vendor, construction support, and implementation oversight. The City of Mountain View selected the InSync system and is currently in the process of deploying the system on another City corridor. Kimley-Horn completed the final bid documents on Grant Road, including plans and specifications, and conducted before and after analysis.

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Ryan J Dole, P.E.

(Continued)

ACTC, I-80 Integrated Corridor Mobility (ICM) Project, Alameda/Contra Costa Counties, CA

– Analyst. Kimley-Horn was the lead designer for the Interstate 80 Integrated Corridor Mobility (I-80 ICM) Project. This \$92M project is the first of its kind in the San Francisco Bay Area involving the implementation of an Active Traffic Management system along a 20.5-mile stretch of I-80, the Bay Area's most congested freeway segment. Kimley-Horn led the preparation of the initial documents including a Corridor Systems Management Plan (CSMP), Project Report, and Environmental Document.

The main elements of the project included upgrades and integration of ITS elements on I-80, parallel arterial routes, and connecting local roadways. The freeway segment included up to 10 lanes of traffic including an HOV lane being considered for Express Lane treatment. The freeway ITS improvements were prepared in separate construction packages including a Traffic Operations System (TOS), Arterial Ramp Metering (ARM), Active Traffic Management (ATM), and a System Integration (SI) package.

Project approval required NEPA and CEQA clearance, Bay Area Conservation District permitting, City Council approval, encroachment permits from nine cities, and Caltrans Project Approval. All stakeholders collaborated on developing and executing an Operations and Maintenance Memorandum of Understanding to solidify stakeholder responsibilities and O&M funding for the next 20 years. The project involves 20 miles, 40 ramp meters, 67 variable advisory speed signs, 40 trailblazer signs, and lane use signs on 11 gantries.

Silicon Valley West Smart Corridor (San Jose/Cupertino), Cupertino, CA – Analyst. Kimley-Horn provided planning, design, and construction observation services for the Silicon Valley Smart Corridor project, west of the City of San Jose to Cupertino and Campbell. The project involved a development of concept of operations, fiber-optic and communication system design, design of field elements, and the development of an operations and management plan. Kimley-Horn coordinated the project with the Cities of San Jose, Cupertino, and Campbell, as well as Santa Clara County, Caltrans, and MTC. Kimley-Horn also prepared an evaluation report for the project. This project allows the City of Cupertino to share traffic information with all of the current SV-ITS partners and to serve the needs and interests of Santa Clara and Alameda Counties.

AC Transit East Bay Bus Rapid Transit (BRT) (CEQA/NEPA portion), Alameda County, CA

– Analyst. Kimley-Horn supported Alameda County Transit (AC Transit) in the development of an approximately 14-mile, high-level BRT project through the San Francisco East Bay cities of Berkeley, Oakland, and San Leandro. The project included dedicated transit lanes in existing arterial rights-of-way, 54 light-rail-like stations, and various station and passenger amenities. Kimley-Horn served as the final EIS environmental manager and worked closely with the management team at AC Transit in the locally-preferred alternative decision-making process, impact evaluation methodologies, FTA NEPA requirements, and effective integration of the Small Starts and environmental processes. Through Kimley-Horn staff expertise in the environmental review process, the team successfully achieved aggressive schedule requirements and effectively incorporated changes to the project definition that is understandable to both FTA and the reviewing public. On June 8, 2012 the FTA issued a Record of Decision for the East Bay BRT project.



Scott W. Shepard, EIT

PS&E

Scott is a transportation analyst with experience in traffic signal design, signal timing, and roadway design projects. His design experience includes creation of PS&E documents, Synchro modeling and timing design and analysis, and data collection. Scott has worked on several unique design projects from the PS&E design phase through the signal timing development/implementation and construction support phases. Scott is proficient in the latest versions of AutoCAD, Synchro, MicroStation, and Highway Capacity Software.

Professional Credentials

- Bachelor of Civil Engineering, Civil Engineering, California State Polytechnic University, San Luis Obispo
- Engineer-in-Training in California
- American Society of Civil Engineers (ASCE), Member

Relevant Experience

Fresno Area Express (FAX), Fresno Bus Rapid Transit (BRT) Design, Fresno, CA – Analyst. Kimley-Horn is providing final design services for the City of Fresno's Blackstone-Ventura-King's Canyon BRT project. This 15-mile-long, \$50M project includes 27 stations (52 separate platforms), each with level-boarding, off-board fare collection, real-time information signs, and custom/branded shelters. The BRT System includes GPS-based transit signal priority at over 70 traffic signals including eight Caltrans signals (Naztec Patriot and Caltrans TSCS firmware), 52 full-featured, level boarding BRT stations, queue jumps at select locations, off-board fare collection, real-time information displays, video security systems at select stations, and ADA treatments for different station configurations. Kimley-Horn's services also include a traffic operations analysis, VISSIM modeling, traffic signal modifications design, TSP and ITS designs, fiber communications network, all communications and electrical system designs, TSP and communication system evaluation, and preparing wayfinding and other station signage.

AC Transit - Line 51 Corridor Delay Reduction and Sustainability Project, Alameda/Berkeley/Oakland, CA – Analyst. Kimley-Horn was recently selected by AC Transit to identify, deploy, and demonstrate transit corridor improvements that will achieve the District's objectives to reduce transit vehicle delay and travel time, and enhance transit service reliability. This is a challenging project, not only from the standpoint of project delivery deadlines, but also because the proposed improvements must carefully and strategically fit within the boundaries of funding, environmental impacts, and public approval.

Traffic signal and signal timing enhancements will include providing TSP through the corridor, installation of queue jump lanes and phasing at key locations, updating traffic signals to current standards to provided actuation where it currently does not exist, and optimizing traffic signal timing to balance the needs of all modes. These improvements will allow AC Transit to measure the change in bus speeds and route segment travel times after the project is complete.

Ancillary benefits to AC Transit will include reduced operating costs and possibly rolling stock capital costs due to shorter travel times, higher average bus speeds from TSP, queue jumps, and rational stop spacing. AC Transit buses will operate more smoothly and reliably through the corridor, with less wear and tear on equipment. Shorter trip times will also attract more bus riders, improving route productivity and generate additional fare revenue.

March Lane

Adaptive Traffic Control System

City Project No. 12-04, Federal Project No. CML-5008(127)

ATTACHMENT B

EXHIBIT A



Christa Redd

Environmental Clearance

Christa has over 16 years of experience providing environmental documentation for transportation projects involving Caltrans and the Federal Highway Administration (FHWA), as well as for private residential, commercial, and industrial developments, and alternative energy. Her work has included both CEQA and NEPA analysis for highways, interchanges, bridges, local arterials, and bicycle and pedestrian facilities, as well as environmental documents in support of annexation, General Plan amendment and zoning change projects. Christa has been providing local agencies with guidance through the Caltrans Local Assistance process and is well versed in the Local Assistance Procedures Manual, as well as the Caltrans SER for the most recent guidance on CEQA/NEPA projects. She is able to bridge the gap between local, state, and federal agencies to provide efficient CEQA/NEPA approvals. Christa's experience on joint documents, for both local assistance and for Caltrans lead projects, has included Caltrans Districts 1, 3, 4, 5, 6, 8, 10, and 12.

Professional Credentials

- Master of Science, Environmental and Natural Resource Sciences, University of Nevada, Reno
- Bachelor of Science, Environmental Science, Minor in Geosciences, Oregon State University
- Certificate, Land Use and Environmental Planning, University of California, Davis Extension
- National Association of Environmental Professionals, Member
- Women's Transportation Seminar (WTS), Board Member

Relevant Experience

Golf Club Road Bridge Replacement Project, Pleasant Hill, CA – Environmental Project Manager for the Golf Club Road bridge replacement over Grayson Creek. The project was environmentally cleared in 2002, under CEQA and 2005, under NEPA. In 2011, project modifications resulted in the need for updated technical studies and a Re-Validation and Addendum under CEQA and NEPA. Upon CEQA/NEPA approval, permits were obtained for work within Grayson Creek. Key issues include biology, jurisdictional waters, traffic, air quality, construction noise, and cultural resources.

James Donlon Boulevard Extension Project, Pittsburg, CA – Environmental Project Manager for the preparation of an EIR for the extension of James Donlon Boulevard to connect with Kirker Pass Road. The project includes offering three different alternatives to the alignment of the roadway mid-section. Key issues evaluated in the EIR include aesthetics, agricultural resources, air quality, cultural and paleontological resources, noise, traffic, greenhouse gases, and hazardous materials.

California Avenue Transit Hub Corridor Enhancement Project, Palo Alto, CA – Environmental Project Manager. The City of Palo Alto received federal funding for improvements on California Avenue, between El Camino Real and the California Avenue Caltrain Station. Christa prepared the Preliminary Environmental Study (PES) for the proposed project, and worked closely with the City of Palo Alto, and Caltrans District 4, to determine the appropriate technical studies and environmental documents needed. An extensive community outreach and CEQA Initial Study/Negative Declaration were conducted, followed by a NEPA clearance with supporting documents as a Categorical Exclusion. Key issues for the project include traffic, visual resources, air quality, and construction noise.

Interstate 580 (I-580)/Isabel Avenue Interchange Project, Livermore, CA – Assistant Project Manager for environmental documentation for a new interchange between the I-580/Portola Avenue and I-580/Airway Boulevard interchanges. The project also involved widening and improving Isabel Avenue (Kitty Hawk Road) from south of Jack London Boulevard to the start of the new interchange. Responsibilities included preparation of the ISA, Relocation Impact Report, and an IS/EA leading to a MND/FONSI.

Christa Redd,
(Continued)

Half Moon Bay State Route 92 Widening Project, San Mateo County, CA – Environmental Planner for preparation of an Initial Site Assessment and Visual Resource Assessment, and assisted with the Environmental Document. Project consisted of widening State Route 92 in Half Moon Bay from approximately the city limit line to Cabrillo Highway and improving a portion of Main Street.

I-80/Rocklin Road Interchange, Rocklin, CA – Environmental Project Manager for preparation of an IS/EA with technical studies for operational improvements to alleviate traffic congestion on westbound Rocklin Road, especially at the existing I-80 westbound ramps/Rocklin Road intersections during periods of high traffic volumes associated with Sierra College. There are currently three alternatives being considered which include components such as a flyover, roundabout, and lengthening of overcrossing structures. Technical studies are currently being prepared. The anticipated environmental document is a joint Initial Study/Environmental Assessment leading to a Mitigated Negative Declaration under CEQA and a Finding of No Significant Impact under NEPA.

R Street Improvement Project from 10th Street to 13th Street, Sacramento, CA – Environmental Project Manager for the first of a multi-phase project to improve R Street to meet the goals of the R Street Corridor Master Plan. The project included improving drainage and lighting, creating designated driving lanes, improving street parking, and allowing for a mix of vehicles, bicycles, and pedestrians, while maintaining safety and keeping the historic feel of the area. Responsibilities included preparation of the Biological Memorandum, Community Impact Assessment, and IS/MND.

Easton Project: Easton Place and Glenborough at Easton, Sacramento County, CA – Environmental Planner responsible for preparation of section revisions during the Draft EIR and assisting with the responses to comments and Final EIR for an 8,500-acre development in Sacramento County. The development would include 4,883 dwelling units, approximately 4 million square feet of office and commercial uses, a 70-acre open space area along Alder Creek, other open space and park areas, schools, and roadway, water, sewer and drainage infrastructure.

Auburn Boulevard Road Improvement Project, Citrus Heights, CA – Co-Project Manager responsible for the Relocation Impact Report and Programmatic Section 4(f) Analysis. Project involved the widening of Auburn Boulevard from north of Sylvan Corners (approximately Auburn Boulevard and Ramona Lane) to Cripple Creek Drive and improvements to the Antelope Road/Auburn Boulevard intersections.

Industrial Avenue Bridge Replacement Project, Roseville, CA – Environmental Project Manager for the replacement of the Industrial Avenue Bridge over Pleasant Grove Creek. For this HBP project, her responsibilities include coordinating approvals with Caltrans District 3 Local Assistance and managing the preparation of all technical studies, leading to a Mitigated Negative Declaration under CEQA and a Categorical Exclusion under NEPA (MND/CE).

Oakridge Drive Bridge Replacement Project, Roseville, CA – Environmental Project Manager for the Oakridge Drive Bridge over Linda Creek Replacement HBP project. Responsibilities include coordinating approvals with Caltrans District 3 Local Assistance and managing the preparation of all technical studies, leading to a Mitigated Negative Declaration under CEQA and a Categorical Exclusion under NEPA (MND/CE).



Karina L. Fidler, AICP, CPESC

Environmental Clearance

Karina has more than 17 years of experience as an environmental planner. She has been involved with field investigations and both CEQA and NEPA documentation for roadway projects and has assisted in the completion of Phase 1 Environmental Site Assessments, environmental planning documents, wetland delineations, prepared Stormwater Pollution Prevention Plans (SWPPP) for public and private clients, and jurisdiction determinations for the Army Corps of Engineers. Karina currently conducts weekly and rain event inspections for projects under the statewide General Construction Permit.

Professional Credentials

- Master of Science, Public Health/ Environmental Health, San Diego State University
- Bachelor of Science, Biological Sciences, University of California, Santa Barbara
- American Institute of Certified Planners (AICP)
- Certified Professional Erosion & Sediment (CPESC)

Relevant Experience

ACTC, I-80 Integrated Corridor Mobility (ICM) Project, Alameda/Contra Costa Counties, CA – Environmental Scientist. Kimley-Horn was the lead designer for the Interstate 80 Integrated Corridor Mobility (I-80 ICM) Project. This \$92M project is the first of its kind in the San Francisco Bay Area involving the implementation of an Active Traffic Management system along a 20.5-mile stretch of I-80, the Bay Area's most congested freeway segment. Kimley-Horn led the preparation of the initial documents including a Corridor Systems Management Plan (CSMP), Project Report, and Environmental Document.

The main elements of the project included upgrades and integration of ITS elements on I-80, parallel arterial routes, and connecting local roadways. The freeway segment included up to 10 lanes of traffic including an HOV lane being considered for Express Lane treatment. The freeway ITS improvements are being prepared in separate construction packages including a Traffic Operations System (TOS), Arterial Ramp Metering (ARM), Active Traffic Management (ATM), and a System Integration (SI) package.

Project approval required NEPA and CEQA clearance, Bay Area Conservation District permitting, City Council approval and encroachment permits from nine cities, and Caltrans Project Approval. All stakeholders collaborated on developing and executing an Operations and Maintenance Memorandum of Understanding to solidify stakeholder responsibilities and O&M funding for the next 20 years. The project involves 20 miles, 40 ramp meters, 67 variable advisory speed signs, 40 trailblazer signs, and lane use signs on 11 gantries.

SVBX Station Campuses, Roadways, and Parking Facilities (D720 Design project), Santa Clara County, CA – Environmental Planner. Kimley-Horn developed the concepts and preliminary engineering for the station campuses in Milpitas and San Jose as part of the 9.9-mile extension of the BART system from Warm Springs to San Jose. This included the development of the site layouts, roadways, transit centers, pedestrian and bicycle flow, parking structures, and surface parking lots. These plans are the basis for the D720 projects. Close coordination with VTA, the City of Milpitas, and San Jose was vital in the development of these preliminary plans.

I-215/Van Buren PA&ED and PS&E Phases, Riverside County, CA – Environmental Planner. Kimley-Horn prepared the project report (PR), environmental document (ED), and the final plan, specifications and estimates (PS&E) for the proposed improvements to the I-215/Van Buren Boulevard Interchange. The project, which is currently in construction, includes widening and realignment of the I-215 freeway, realignment of a conventional highway, new bridge structure over freeway, a

March Lane Adaptive Traffic Control System

City Project No. 12-04, Federal Project No. CML-5008(127)

ATTACHMENT B

EXHIBIT A

*Karina Fidler,
(Continued)*

new bridge structure over the railroad, interchange reconfiguration, ramp realignments, and major retaining walls. The project includes utility relocations and complex right-of-way acquisitions from the railroad, military base, national cemetery, and others. Extensive coordination was required with Riverside County, Caltrans, RCTC, City of Riverside, March Joint Powers Authority, March Air Reserve Base, Riverside National Cemetery, Metrolink, and BNSF. The environmental document was prepared in compliance with CEQA and NEPA. All environmental analyses were conducted in accordance with Caltrans and Federal Highway Administration (FHWA) guidelines. This project was one of the first EDs completed through the Caltrans NEPA Delegation process for District 8.

Kimley-Horn prepared a project report (PR) and environmental documentation (ED) for the proposed improvements. A Mitigated Negative Declaration/Environmental Assessment (MND/EA) was prepared in compliance with CEQA and NEPA. All environmental analyses were conducted in accordance with Caltrans and Federal Highway Administration (FHWA) guidelines. Kimley-Horn has completed the PA&ED and is now preparing the final design plans, specifications, and estimate (PS&E).

I-5/Genesee Avenue Interchange Improvements - PA&ED and PS&E, San Diego, CA –

Environmental Planner. Kimley-Horn prepared the PR/ED and the plans, specifications and estimate (PS&E) to replace the existing tight diamond interchange with a new interchange on Interstate 5 at Genesee Avenue. The project consisted of replacing the Genesee Avenue bridge, widening the Genesee Avenue overcrossing from four lanes to 10 lanes, wider and longer on-ramps (to three lanes with HOV bypass and a ramp meter), and off-ramps serving Genesee Avenue.

Design elements required extensive coordination with the ongoing Caltrans I-5 North Coast freeway widening project to provide HOV lanes, auxiliary lanes, and additional widening for ultimate footprint. Due to heavy traffic, adverse terrain, environmentally sensitive areas, scenic areas, and other physical constraints, the project required extensive earthwork, retaining walls, a bikeway facility along the freeway, stormwater management (SWDR), SWPPP, traffic management, landscape, structures aesthetics, right-of-way engineering, and utility relocation.

Kimley-Horn also prepared the Project Approval and Environmental Document (PA/ED). Due its location and close proximity to the coastal community of La Jolla, the University of California at San Diego, and Scripps Hospital, an extensive public outreach program was required. The project was cleared through NEPA and CEQA.

IV. References

The following clients can attest to the quality of Kimley- Horn's services on previous and/or ongoing projects. Additional references can be provided upon request.

Sayed Fakhry, P.E.

City of Mountain View

(650) 903-6311

Project: Grant Road Adaptive System

Rafat Raie, P.E.

City of Walnut Creek

(925) 256-3529

Project: Ygnacio Valley Road Adaptive System

Mike Talley, P.E.

City of San Ramon

(925) 973-2654

Project: Bollinger Canyon and Crow Canyon Traffic Adaptive System

James Burr, P.E.

City of Santa Cruz

(831) 420-5426

Project: Ocean Street Traffic Adaptive System

Dennis Ng, P.E.

City of Santa Clara

(408) 615-3021

Project: Lawrence Expressway Adaptive System

V. Local Assistance Procedures Manual Forms/Documents

Exhibit 10-I "Notice to Proposers Disadvantaged Business Enterprise Information"

Exhibit 10-J "Standard Agreement for Subcontractor/DBE Participation"

Exhibit 10-01 "Consultant Proposal Disadvantaged Business Enterprise Commitment"

Exhibit 10-02 "Consultant Contract Disadvantaged Business Enterprise Information" (Provided with Sealed Cost Proposal)

Exhibit 10-P "Non-Lobbying Certification for Federal-Aid Contracts"

Exhibit 10-Q "Disclosure of Lobbying Activities"

Exhibit 10-S "Consultant Performance Evaluation" (City to complete)

Exhibit 10-T "Panel Member Conflict of Interest & Confidentiality Statement" (City to complete)

Exhibit 10-U "Consultant in Management Position Conflict of Interest Statement" (City to complete)

Exhibit 10-V "Non-Discrimination Clause"

Exhibit 12-B "Bidder's List of Subcontractors (DBE's and Non-DBE's)"

Exhibit 12-H "Debarment and Suspension Certification"

Exhibit 15-H "DBE Information" (Not applicable: DBE Goal Achieved)

Exhibit 17-F "Final Report-Utilization of DBE First Tier Subcontractors" (Due at end of project)

Exhibit 17-O "DBE Certification Status Change" (During project if necessary)

Contact:

Kevin Aguigui, P.E., T.E., E.E., CSEP
kevin.aguigui@kimley-horn.com

Kimley-Horn and Associates, Inc.
1300 Clay Street, Suite 325
Oakland, CA 94612

Phone: 510-350-0217

www.kimley-horn.com

EXHIBIT B
INSURANCE REQUIREMENTS
CONSULTANT

CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the **CONSULTANT**, its agents, representatives, volunteers, or employees.

1. **INSURANCE** Throughout the life of this Contract, the Consultant shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:
 - A. **AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with the following limits of liability: Bodily Injury \$250,000 each person, and \$500,000 each occurrence. Property Damage \$100,000 each occurrence.
 - B. **WORKERS' COMPENSATION** insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.
 - C. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE;**

FOR **ADDITIONAL** REQUIREMENT(S):

- (i) **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverage's, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than \$1,000,000 per occurrence, and \$2,000,000 Aggregate limit.
- (ii) **PROFESSIONAL LIABILITY**, Not less than \$1,000,000 per Claim/\$2,000,000 Aggregate (3 yr discovery and reporting tail period coverage). Certificate of Insurance only required.

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

- 1 The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds.*
2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date **CONSULTANT** completes its performance of services under this Agreement.

3. For any claims related to services or products provided under this contract, the Consultant's insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the Consultant's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.
4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.
5. Regardless of these contract minimum insurance requirements, the Consultant and its insurer shall agree to commit the Consultant's full policy limits and these minimum requirements shall not restrict the Consultant's liability or coverage limit obligations.
6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY's execution of the Agreement and start of work.
8. Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton
Attention: Risk Services
425 N. El Dorado Street
Stockton, CA 95202
9. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Consultant shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY's Risk Manager (209) 937-8617. Our fax is (209) 937-8558.

If at any time during the life of the Contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

If the Consultant should subcontract all or any portion of the work to be performed in this contract, the Consultant shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.

Exhibit "C"
Federal-Aid Consultant Contract Provisions
March Lane Adaptive Traffic Control System
City Project No. 13-12 / Federal-Aid Project No. CML-5008(127)

This form shall be physically attached to Amendment to Professional Services Master Contract

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Exhibit “C”
Federal-Aid Consultant Contract Provisions
March Lane Adaptive Traffic Control System
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Additional California Department of Transportation (Caltrans) Exhibits Incorporated:

- *Exhibit 10-F “Certification of Consultant, Commissions & Fees”
- Exhibit 10-I “Notice to Proposers Disadvantaged Business Enterprise Information”
- Exhibit 10-J “Standard Agreement for Subcontractor/DBE Participation”
- *Exhibit 10-K “Consultant Certification of Costs and Financial Management System”
- *Exhibit 10-L “Local Agency Certification of Cost Analysis”
- Exhibit 10-O1 “Consultant Proposal Disadvantaged Business Enterprise Commitment”
- Exhibit 10-O2 “Consultant Contract Disadvantaged Business Enterprise Information”
- Exhibit 10-P “Non-Lobbying Certification for Federal-Aid Contracts”
- Exhibit 10-Q “Disclosure of Lobbying Activities”
- Exhibit 10-S “Consultant Performance Evaluation” (*Due at end of project*)
- Exhibit 10-T “Panel Member Conflict of Interest & Confidentiality Statement”
- Exhibit 10-U “Consultant in Management Position Conflict of Interest Statement”
- Exhibit 10-V “Non-Discrimination Clause”
- Exhibit 12-B “Bidder’s List of Subcontractors (DBE’s and Non-DBE’s)”
- Exhibit 12-E, Attachment H “Debarment and Suspension Certification”
- Exhibit 15-H “DBE Information – Good Faith Efforts”
- Exhibit 17-F “Final Report-Utilization of DBE First Tier Subcontractors”
- Exhibit 17-O “DBE Certification Status Change”

**(applicable when cost is over \$150,000)*

ARTICLE I INTRODUCTION

The provisions contained in this exhibit are hereby made a part of the consultant contract for this project. The provisions are additive to the Professional Services Master Contract and shall be physically attached to the Amendment to Professional Services Master Contract.

“Scope of Services” in the following articles is defined as the combination of the project scope of work and the corresponding fee to complete the scope of work.

ARTICLE II STATEMENT OF WORK

- A. Services to be Furnished
See Exhibit “A”, Scope of Services of the Amendment to Professional Services Master Contract.
- B. Design Standards
The FIRM shall perform the services in accordance with the City of Stockton Standard Plan & Specifications (current edition), and Caltrans 2010 Standard Plans & Specifications and any amendments thereto.
- C. Firm’s Endorsement on Plans, Specification and Estimates/other Data

Exhibit "C"
Federal-Aid Consultant Contract Provisions
March Lane Adaptive Traffic Control System
City Project No. 13-12 / Federal-Aid Project No. CML-5008(127)

This form shall be physically attached to Amendment to Professional Services Master Contract

The responsible firm/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.

- D. Right of Way
See Exhibit "A", Scope of Services of the Amendment to Professional Services Master Contract.
- E. Subsurface Investigation
See Exhibit "A", Scope of Services of the Amendment to Professional Services Master Contract.
- F. The City's Obligations
See Section 4 "Rights and Duties of City", of the Professional Service Master Contract.
- G. Conferences, Visits to Site, Inspection of Work
The FIRM and any subcontractor shall permit the CITY, the state, and the FHWA if federal participating funds are used in this contract; to meet, 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. Cost incurred by FIRM for meetings, subsequent to the initial meeting shall be included in the fee.
- H. Checking Shop Drawings/Submittals
See Exhibit "A", Scope of Services of the Amendment to Professional Services Master Contract.
- I. Documentation
The FIRM shall document the results of their services to the satisfaction of the CITY, and if applicable, the state and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the scope of work objectives.
- J. Number of Copies
See Exhibit "A", Scope of Services of the Amendment to Professional Services Master Contract.

ARTICLE III FIRM'S REPORTS OR MEETINGS

- A. FIRM shall submit progress reports at least once a month. The report should be sufficiently detailed for the Project Manager to determine, if FIRM 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. FIRM's Project Manager shall meet with CITY'S Project Manager, as needed, to discuss progress on the contract.

Exhibit "C"
Federal-Aid Consultant Contract Provisions
March Lane Adaptive Traffic Control System
City Project No. 13-12 / Federal-Aid Project No. CML-5008(127)

This form shall be physically attached to Amendment to Professional Services Master Contract

ARTICLE IV PERFORMANCE PERIOD

- A. Effective Contract Dates
See Section 3 – Schedule for Completion of the Amendment to Professional Services Master Contract.
- B. Contract Award
FIRM is advised that any recommendation for contract award is not binding on the CITY until the contract is fully executed and approved by the CITY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. The CITY will reimburse FIRM for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by FIRM in performance of the work. FIRM 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 FIRM'S Scope of Services, unless additional reimbursement is provided for by contract amendment. In no event, will FIRM be reimbursed for overhead costs at a rate that exceeds the CITY's approved overhead rate set forth in the Scope of Services. In the event, that the CITY determines that a change to the work from that specified in the Scope of Services and contract is required, the contract time or actual costs reimbursable by the CITY 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, the CITY will pay FIRM a fixed fee of \$99,899. 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 Scope of Services.
- D. When milestone cost estimates are included in the approved Scope of Services, FIRM shall obtain prior written approval for a revised milestone cost estimate from the Project Manager before exceeding such cost estimate.
- E. Progress payments will be made monthly in areas based on services provided and allowable incurred costs. A pro rata portion of FIRM's fixed fee will be included in the monthly progress payments. If FIRM fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the CITY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article V Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.

Exhibit "C"
Federal-Aid Consultant Contract Provisions
March Lane Adaptive Traffic Control System
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- G. FIRM will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the CITY's Project Manager of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which FIRM 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 Scope of Services and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due the CITY including any equipment purchased under the provisions of Article XV Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of FIRM's work. Invoices shall be mailed to the CITY's Project Manager at the following address:

City of Stockton, Public Works Department
 22 E. Weber Avenue, Room 301
 Stockton, CA, 95202

- H. The total amount payable by the CITY including the fixed fee shall not exceed the amount noted in Section 2 – Compensation of the Amendment to Professional Services Master Contract.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Scope of Services and is approved by the Public Works Director.
- 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.
- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI TERMINATION

- A. Termination of Contract
 See Section 8 of the Professional Services Master Contract.
- B. Liable Amount
 The maximum amount for which the Government shall be liable if this contract is terminated is for only those costs uncured up to termination of contract.

ARTICLE VII 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.

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- B. This contract is valid and enforceable only, if sufficient funds are made available to the CITY 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 the CITY 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. The CITY has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE VIII CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. FIRM shall only commence work covered by an amendment/contract change order after the amendment/contract change order is executed and notification to proceed has been provided by the CITY's Project Manager.
- C. There shall be no change in FIRM's Project Manager or members of the project team, as listed in the approved Scope of Services, which is a part of this contract without prior written approval by the CITY's Project Manager.

ARTICLE IX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

The following attachments are made to the contract and made a part of:

- Exhibit 10-I " Notice to Proposers DBE Information"
- Exhibit 10-J "Standard Contract Provisions for Subconsultants/DBE Participation"
- Exhibit 15-H "Good Faith Effort"
- Exhibit 17-F "Final Report-Utilization of DBE's"

Firms must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. If the contract has a DBE goal, FIRM must meet the goal by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, FIRM must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met.

A DBE may be terminated only with written approval by the CITY and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting the CITY's consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

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ARTICLE X COST PRINCIPLES

- A. FIRM 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. FIRM 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 FIRM 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 FIRM to the CITY.

ARTICLE XI CONTINGENT FEE

FIRM 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 FIRM for the purpose of securing business. For breach or violation of this warranty, CITY 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 XII RETENTION OF RECORDS/AUDIT

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; FIRM, subconsultants, and CITY 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, CITY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of FIRM that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

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ARTICLE XIII 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 the CITY's Project Manager and Public Works Director, who may consider written or verbal information submitted by FIRM.
- B. Not later than 30 days after completion of all work, including deliverables necessary to complete the plan, specifications, and estimate, if applicable, under the contract, FIRM may request review by the CITY 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 FIRM from full and timely performance in accordance with the terms of this contract.

ARTICLE XIV AUDIT REVIEW PROCEDURES

- 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 the CITY's Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, FIRM may request a review by the CITY's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by the CITY will excuse FIRM from full and timely performance, in accordance with the terms of this contract.
- D. For contracts totaling \$150,000 or greater, FIRM and subconsultants' contracts, including Scope of Services and indirect cost rates (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 certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, Scope of Services and ICR and related workpapers, 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 Workpaper Review it is FIRM's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, Scope of Services, and ICR shall be adjusted by FIRM and approved by CITY project manager to conform to the audit or review recommendations. FIRM agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by the CITY at its sole discretion. Refusal by FIRM to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

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ARTICLE XV SUBCONTRACTING

- A. FIRM 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 the CITY's Public Works Director, except that, which is expressly identified in the approved Scope of Services.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- C. Any substitution of subconsultants must be approved in writing by the CITY's Project Manager prior to the start of work by the subconsultant.

ARTICLE XVI EQUIPMENT PURCHASE

- A. Prior authorization in writing, by the CITY's Project Manager shall be required before FIRM enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or FIRM services. FIRM 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 FIRM's Scope of Services and exceeding \$5,000 prior authorization by the CITY's Project Manager; 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: "FIRM 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, the CITY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, FIRM may either keep the equipment and credit the CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit the CITY in an amount equal to the sales price. If FIRM elects to keep the equipment, fair market value shall be determined at FIRM's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the CITY and FIRM, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the CITY." 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.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

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ARTICLE XVII INSPECTION OF WORK

FIRM and any subconsultant shall permit the CITY, 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 XVIII SAFETY

- A. FIRM shall comply with OSHA regulations applicable to FIRM regarding necessary safety equipment or procedures. FIRM shall comply with safety instructions issued by the CITY Safety Officer and other CITY representatives. FIRM 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, the CITY has determined that such areas are within the limits of the project and are open to public traffic. FIRM shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. FIRM 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. FIRM 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 XIX INSURANCE

See Section 13 of the Amendment to Professional Services Master Contract.

ARTICLE XX 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 the CITY; and no further contract will be necessary to transfer ownership to the CITY. FIRM shall furnish the CITY 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.

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- C. FIRM is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the CITY of the machine-readable information and data provided by FIRM under this contract; further, FIRM is not liable for claims, liabilities, or losses arising out of, or connected with any use by the CITY 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 may be authorized in writing by FIRM.
- 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. The CITY may permit copyrighting reports or other contract products. If copyrights are permitted; the contract 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.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXI CLAIMS FILED BY THE CITY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by the CITY's construction contractor relating to work performed by FIRM's personnel, and additional information or assistance from FIRM's personnel is required in order to evaluate or defend against such claims; FIRM agrees to make its personnel available for consultation with the CITY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. FIRM's personnel that the CITY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the CITY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for FIRM's personnel services under this contract.
- C. Services of FIRM's personnel in connection with the CITY'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.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXII CONFIDENTIALITY OF DATA

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

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- B. Permission to disclose information on one occasion, or public hearing held by the CITY relating to the contract, shall not authorize FIRM to further disclose such information, or disseminate the same on any other occasion.
- C. FIRM shall not comment publicly to the press or any other media regarding the contract or the CITY's actions on the same, except to CITY's staff, FIRM's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. FIRM 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 the CITY, and receipt of the CITY's written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. As it relates to the preparation of plans, specifications and estimates, if applicable: All information related to the construction estimate is confidential, and shall not be disclosed by FIRM to any entity other than the CITY.

ARTICLE XXIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, FIRM 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 FIRM within the immediately preceding two-year period, because of FIRM's failure to comply with an order of a federal court that orders FIRM to comply with an order of the National Labor Relations Board.

ARTICLE XXIV EVALUATION OF FIRM

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

ARTICLE XXV STATEMENT OF COMPLIANCE

- A. FIRM's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that FIRM 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, firm 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

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(over 40), marital status, and denial of family care leave. Firm and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Firm 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 thereunder (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. Firm 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 Contract.

ARTICLE XXVI DEBARMENT AND SUSPENSION CERTIFICATION

- A. FIRM's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that FIRM has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide 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 the CITY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining FIRM 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 XXVII STATE PREVAILING WAGE RATES

- A. FIRM 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.

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ARTICLE XXVIII CONFLICT OF INTEREST

- A. FIRM shall disclose any financial, business, or other relationship with the CITY that may have an impact upon the outcome of this contract, or any ensuing CITY construction project. FIRM shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing CITY construction project, which will follow.
- B. FIRM 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. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. FIRM hereby certifies that neither FIRM, nor any firm affiliated with FIRM 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.
- E. 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 XXIX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

FIRM warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CITY employee. For breach or violation of this warranty, the CITY 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 XXX PROHIBITION OF EXPENDING CITY, STATE OR FEDERAL FUNDS FOR LOBBYING

- A. FIRM certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or City appropriated funds have been paid, or will be paid by-or-on behalf of FIRM 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.

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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; FIRM 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, US. 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. FIRM 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 XXXI NOTIFICATION

See Section 10-Notices of the Professional Services Master Contract.

ARTICLE XXXII CONTRACT

Refer to the Amendment to Professional Services Master Contract.

ARTICLE XXXIII SIGNATURES

Refer to the Amendment to Professional Services Master Contract.

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EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 4.25 %

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

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

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

4. DBE PARTICIPATION GENERAL INFORMATION

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.

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

5. RESOURCES

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

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

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

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

items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

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

EXHIBIT 10-J STANDARD CONTRACT PROVISIONS FOR SUBCONSULTANT/DBE PARTICIPATION**1. Subconsultants**

- A. Nothing contained in this Contract or otherwise, shall create any contractual relation between the Agency and any subconsultants, and no subcontract shall relieve the Consultant of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the Agency for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the Agency's obligation to make payments to the Consultant.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Contract, shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the Agency.
- D. Any substitution of subconsultants must be approved in writing by the Agency's Contract Administrator in advance of assigning work to a substitute subconsultant.

2. Disadvantaged Business Enterprise (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". Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has a DBE goal, the Consultant must meet the goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.
- 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. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the 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 the 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 may be terminated only with prior written approval from the local agency and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting local agency consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

3. Performance of DBE Consultant and other DBE Subconsultants/Suppliers

- A. A DBE performs a commercially useful function 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 commercially useful function, 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 commercially useful function, 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.
- B. A DBE does not perform a commercially useful function 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.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent 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 commercially useful function.

4. Prompt Payment of Funds Withheld to Subconsultants

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
(Local agency to include either B, C, or D below; delete the other two.)
- B. No retainage will be withheld by the Agency from progress payments due the prime Consultant. Retainage by the prime Consultant or subconsultants is prohibited, and no retainage will be held by the prime Consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement 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 or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime Consultants and subconsultants.
- C. No retainage will be held by the 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 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the 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.

- D. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the 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.

5. DBE Records

- A. The 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.
- B. 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, Chapter 17, of the LAPM), certified correct by the Consultant or the 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 25 percent of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.


6. DBE Certification and Decertification Status

If a DBE subconsultant is decertified during the life of the Contract, the decertified subconsultant shall notify the 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 the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Administrator within 30 days.

EXHIBIT 10-O1: LOCAL AGENCY CONSULTANT DBE COMMITMENT

(Inclusive of all DBEs at time of proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section			
1. Local Agency Name:	<u>City of Stockton</u>		
2. Project Location:	<u>Stockton, CA</u>		
3. Project Description:	<u>March Lane Adaptive Traffic Control System</u>		
4. Consultant Name	<u>Kimley-Horn and Associates, Inc.</u>		
5. Contract DBE Goal %:	<u>4.25%</u>		
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Traffic Data Collection	Wiltec 610 Lake Avenue, Pasadena, CA 91105 (626) 564-1944	#8440 (CPUC)	7.51%
Local Agency to Complete this Section		10. Total % Claimed	7.51%
16. Local Agency Contract Number: _____			
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
19. Local Agency Representative Name (Print) _____		11. Preparer's Signature 	
20. Local Agency Representative Signature _____	21. Date _____	12. Preparer's Name (Print) Randal Durrenberger	
22. Local Agency Representative Title _____	23. (Area Code) Tel. No. _____	13. Preparer's Title Vice President	
		14. Date 7/3/2014	15. (Area Code) Tel. No. 510-350-0230

Distribution: (1) Original – Submit with Award Package
(2) Copy – Local Agency files

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE COMMITMENT**Consultant Section***The Consultant shall:*


1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc)..
4. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** – Enter the total participation claimed. If the Total % Claimed is less than item “6. Contract DBE Goal”, a Good Faith Effort (GFE) is required.
11. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:*The Local Agency representative shall:*

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE INFORMATION

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>City of Stockton</u>			
2. Project Location: <u>Stockton, CA</u>			
3. Project Description: <u>March Lane Adaptive Traffic Control System</u>			
4. Total Contract Award Amount: \$ <u>99,899</u>			
5. Consultant Name: <u>Kimley-Horn and Associates, Inc.</u>			
6. Contract DBE Goal %: <u>4.25%</u>			
7. Total Dollar Amount for <u>all</u> Subconsultants: \$ <u>7,500.00</u>			
8. Total Number of <u>all</u> Subconsultants: <u>1</u>			
Award DBE/DBE Information			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Traffic Data Collection	Wiltec, 610 Lake Ave., Pasadena, CA 91105 (626) 564-1944	#8440 (CPUC)	\$7,500.00
Local Agency to Complete this Section		13. Total Dollars Claimed	12. DBE Dollar Amount
20. Local Agency Contract Number: _____		\$ <u>7,500.00</u>	\$ <u>7,500.00</u>
21. Federal-aid Project Number: _____			
22. Contract Execution Date: _____		14. Total % Claimed	<u>7.51</u> %
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. Local Agency Representative Name (Print) _____		 15. Preparer's Signature Randal Durrenberger 16. Preparer's Name (Print) Vice President 17. Preparer's Title 7/3/2014 510-350-0230 18. Date 19. (Area Code) Tel. No.	
24. Local Agency Representative Signature _____	25. Date _____		
26. Local Agency Representative Title _____	27. (Area Code) Tel. No. _____		
Caltrans to Complete this Section			
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			
28. DLAE Name (Print) _____	29. DLAE Signature _____	30. Date _____	

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
 (2) Copy – Include in award package sent to Caltrans DLAE
 (3) Original – Local agency files

EXHIBIT 10-P NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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.

The prospective participant also agrees by submitting his/her proposal/bid that he/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.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: a. contract
 b. grant
 c. cooperative agreement
 d. loan
 e. loan guarantee
 f. loan insurance
 g. other: _____

2. Status of Federal Action: a. bid/offer/application
 b. initial award
 c. post-award

3. Report Type: a. initial
 b. material change

4. Reporting Period: For Material Change Only:
 Report for the _____ year ending _____
 or for the _____ quarter ending _____

5. Federal Action Title: _____

6. Federal Agency: _____

7. Federal Acquisition Number: _____

8. Federal Action Number, if known: _____

9. Award Amount, if known: _____

10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)

 (attach Continuation Sheet(s) if necessary)

10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)

11. Amount of Payment (check all that apply)
 \$ _____ actual planned

12. Form of Payment (check all that apply):
 a. cash
 b. in-kind; specify: nature _____
 Value _____

13. Type of Payment (check all that apply)
 a. retainer
 b. one-time fee
 c. commission
 d. contingent fee
 e. deferred
 f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

 (attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: *Randy Durrenberger*
 Print Name: Randy Durrenberger
 Title: (510) 625-0712
 Telephone No.: Vice President Date: 6/5/2014

Authorized for Local Reproduction
 Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

**INSTRUCTIONS FOR COMPLETION OF SF-LLL,
 DISCLOSURE OF LOBBYING ACTIVITIES**

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

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

officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.

15. Check whether or not a continuation sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name title and telephone number.

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

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

Exhibit 10-S Consultant Performance Evaluation

1. PROJECT DATA		2. CONSULTANT DATA							
1a. Project (include title, location, and Activity/CIP No.)	2a. Consultant Name and Address								
1b. Brief Description of Project (design, study, etc.)	2b. Consultant's Manager								
1c. Budget Cost for Project: \$ _____	2c. Phone: (____) _____								
3. AGENCY DEPARTMENT/SECTION RESPONSIBLE									
3a. Department (include section and division)	3b. Agency Project Manager (name & phone)								
4. CONTRACT DATA (Engineering Services)									
4a. Contract No.: _____ Termination date: _____ Base Fee: \$ _____ Agreement date: _____ Date terminated: _____ Contingency: \$ _____									
4b. Amendments \$ _____ / # _____ (Total Value) (Initiated by Agency)	\$ _____ / # _____ (Total Value) (Initiated by Agency)								
4c. Changes Orders \$ _____ / # _____ (Total Value) (Initiated by Agency)	\$ _____ / # _____ (Total Value) (Initiated by Agency)								
4d. Total Fee per Agreement (4a. + 4b. + 4c.) \$ _____ Total Fee Paid \$ _____ (Do not include Contingency Listed in 4a.)									
4e. Type of Services (Design, study, etc.)	4f. Historical Record of Key Submittal Dates (enter date or n/a if not applicable)								
		Preliminary	30%	70%	90%	100%	Final		
	Per Agreement								
	Delivery Date								
Acceptance Date									
4g. Notice To Proceed _____ (date)		4j. Reasons for Change Orders: (Indicate total for each reason)							
4h. Number of Days _____ (number)		Errors/Omissions	\$ _____	% of Base Fee	_____	%			
4i. Actual Number of Days _____ (number)		Unforeseen Conditions	\$ _____	% of Base Fee	_____	%			
		Changed Scope	\$ _____	% of Base Fee	_____	%			
		Changed Quantities	\$ _____	% of Base Fee	_____	%			
		Program Task Options	\$ _____	% of Base Fee	_____	%			
5. OVERALL RATING (Complete Section II on reverse, include comments as appropriate.)									
		Outstanding	Above Average	Average	Below Average	Poor	N/A		
5a.	Plans/Specifications accuracy								
5b.	Consistency with budget								
5c.	Responsiveness to Agency Staff								
5d.	Overall Rating								
6. AUTHORIZING SIGNATURES									
6a. Agency Design Team Leader _____		Date: _____							
6b. Agency Project Manager _____		Date: _____							
6c. Agency Public Works Manager _____		Date: _____							
6d. Consultant Representative _____		Date: _____							

SEE REVERSE SIDE

PLANS/SPECIFICATIONS	Outstanding	Above Avg.	Avg.	Below Avg.	Poor	N/A	Responsiveness To Staff	Outstanding	Above Avg.	Avg.	Below Avg.	Poor	N/A
ACCURACY													
Plans Specifications clear and concise							Timely Responses						
Plans/Specs Coordination							Attitude toward Client and review bodies						
Plans/Specs properly formatted							Follows directions and Chain of responsibility						
Code Requirements covered							Work product delivered on time						
Adhered to Agency Standard Drawings/Specs							Timeliness in notifying Agency of major problems						
Drawings reflect existing conditions							Resolution of field Problems						
As-Built Drawings							Consistency with budget	Outstanding	Above Avg.	Avg.	Below Avg.	Poor	N/A
Quality Design							Reasonable Agreement negotiation						
Change Orders due to design deficiencies are minimized							Adherence to fee schedule						
							Adherence to project Budget						

Section III EXPLANATIONS AND SUPPLEMENTAL INFORMATION
(Attach additional documentation as needed)

Item _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

*Indicates supporting documentation attached.

Distribution: Local Agency Project Files

EXHIBIT 10-T PANEL MEMBER CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

RFP/RFQ PROCUREMENT NUMBERS: _____

PROJECT NAME:

APPLICABILITY: Applicable to local agency consultant procurements which will contain Federal or State funds in the consultant contract.

- I am an employee of the local agency that is responsible for this procurement.
- I am an employee of a consultant under contract to the local agency that is responsible for this procurement but I am not in a management position with the local agency.
- I have a personal, financial, or business interest in past employment activity or a personal relationship regarding the firms (including subconsultants) that are the subject of this evaluation. A brief description is provided on the back of this form.
- I certify that I have no current contractual relationship with any of the firms (including subconsultants) that are the subject of this evaluation.
- I certify that I have no personal or financial interest and no present or past employment activity or personal relationship or prior contractual relationship which would be incompatible with my participation in this solicitation process and I am fully able to give full, fair and impartial consideration to all proposals/bids as an appointee to the related evaluation.
- I certify that I have read **49 CFR 18.36(b)(3)** below and I agree not to participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. **Note:** Caltrans is the Grantee and the local agency is the sub-grantee.

49CFR 18.36(b)(3)

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer, or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer, or agent,
 (ii) Any member of his immediate family,
 (iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents.

Panel Member Conflict of Interest & Confidentiality Statement

The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

- I fully understand and agree to immediately disqualify myself as soon as I am aware of a conflict of interest that may compromise my fair and impartial consideration of the proposals/bids.
- I certify that I will hold in the strictest confidence all bids, proposals, correspondence, memoranda, working papers, or any other media which has any bearing on, or disclose any aspect of, any respondent or potential respondent to the RFP/RFQ above. I will not discuss the evaluation process with anyone not involved in the evaluation process until its completion.
- I fully understand that it is unlawful for a person to utilize any organization name or auxiliary organization information, which is not a matter of public record, for personal gain.
- I fully understand that any violation of the above is a basis for disciplinary action, up to and including termination or referral to the appropriate authorities for further investigation.
- I am aware that the following firms and subconsultants/subcontractors have submitted proposals in response to the above referenced solicitation:

List firms including subconsultants/subcontractors:

1. _____
2. _____
3. _____
4. _____
- etc. _____

Date: _____

Signed: _____

Name: _____

Title: _____

Dept./Local Agency: _____

Employer: _____

CONTRACT ADMINISTRATOR'S REVIEW

I have reviewed the foregoing "Conflict of Interest and Confidentiality Statement" and have determined, according to the information provided, that this individual:

does not have a conflict of interest and can participate in the "Selection Panel"

does have a conflict of interest and cannot participate in the "Selection Panel"

Date: _____

Signed: _____

Name: _____

Title: _____

Dept./Local Agency: _____

Employer: _____

Distribution: Original – Local Agency Consultant File

**EXHIBIT 10-U CONSULTANT IN MANAGEMENT POSITION CONFLICT OF INTEREST AND
CONFIDENTIALITY STATEMENT**

RFP/RFQ PROCUREMENT NUMBERS: _____

PROJECT NAME:

APPLICABILITY: Applicable to local agency consultants in management positions that exercise authority over the Architect & Engineering Selection Panel from which the local agency has or plans to have one or more consultant contracts containing Federal or State funds.

- I am an employee of a consultant under contract to the local agency that is responsible for the procuring and administering of one or more consultant contracts containing either Federal or State funds.
- I am in a management position with the local agency, my title is listed below and I have attached my duty statement.
- The procedures followed to procure and execute the contract, between the local agency and the consulting firm of which I am employed, comply with all Federal and State requirements. Also this contract has a specific beginning and ending date.
- I hereby certify as follows:
1. I will not directly or indirectly participate in, manage, or oversee any consultant selection procurement process in which the consulting firm of which I am employed is competing as a consultant or subconsultant.
 2. I will not directly or indirectly influence any employee, staff member, or other individual participating in any consultant selection procurement process in which the consulting firm of which I am employed is as a consultant or subconsultant.
 3. I will not directly or indirectly participate in, manage, or oversee any local agency contract that is with the consulting firm of which I am employed, regardless of whether the involvement of my employer in the contract is as a consultant or subconsultant. Among other things, this includes my not being involved in managing the work; and not approving changes in the schedule, scope, deliverables or invoices.
 4. I understand that if I am involved in any local agency contract that is with the consulting firm of which I am employed, in violation of 1. or 2. above, that local agency contract will no longer be eligible for Federal or State reimbursement because of my involvement.
- I certify that I have read **49 CFR 18.36(b)(3)** below and I agree not to participate in selection, or in the award or administration of a contract supported by Federal or State funds if a conflict of interest, real or apparent, would be involved. **Note:** Caltrans is the Grantee and the local agency is the sub-grantee.

49CFR 18.36(b)(3)

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer, or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

- I fully understand that it is unlawful for a person to utilize any organization name (i.e. local agency) or auxiliary organization information, which is not a matter of public record, for personal gain.
- I fully understand that any violation of the above could be a basis for ineligibility of reimbursement of State or Federal project funds.

Date: _____

Signed: _____

Name: _____

Title: _____

Dept./Local Agency: _____

Employer: _____

REVIEW BY SUPERVISOR OF CONSULTANT IN MANAGEMENT POSITION

I have reviewed the foregoing "Conflict of Interest and Confidentiality Statement" and will ensure:

- that the foregoing named local agency consultant who is under contract and in a management position with our local agency, abides by the foregoing terms and conditions;
- that should the foregoing named local agency consultant, who is under contract and in a management position with our local agency, violate any of the foregoing terms and conditions,

the Caltrans DLAE will be notified and such violation will be considered a breach of ethics and could be a basis for ineligibility of State or Federal project funds.

Date: _____

Signed: _____

Name: _____

Title: _____

Dept./Local Agency: _____

Employer: _____

REVIEWED/CONCURRENCE BY DISTRICT LOCAL ASSISTANCE ENGINEER

I have reviewed the foregoing "Conflict of Interest and Confidentiality Statement" and Supervisor's statement.

- Based upon the foregoing, I concur that the consultant, who is under contract and in a management position with the local agency, does not appear to present a conflict of interest. The local agency and the consultant should be considered eligible for Federal and State reimbursement.
- Based upon the foregoing, I do not concur as I believe that the consultant, who is under contract and in a management position with the local agency, does appear to present a conflict of interest.
- The consultant's time is not considered eligible for either Federal or State reimbursement.
- The local agency is not considered eligible for either Federal or State reimbursement.

Date: _____

(DLAE) Signed: _____

Name: _____

Distribution: 1) Copy to: DLAE for each Federal/State funded project
2) Copy to be returned to Local Agency by DLAE with signature

EXHIBIT 10-V NON-DISCRIMINATION CLAUSE

(To be included in Consultant Contract)

NON-DISCRIMINATION CLAUSE

During the performance of this Contract, Consultant and its subconsultant 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 thereunder (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.

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name Wiltec	Phone (626) 564-1944	<input checked="" type="checkbox"/> < \$1 million	Traffic data collection	<input type="checkbox"/> YES
Address 610 Lake Ave.,	Fax	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		If YES list DBE #:
City State ZIP Pasadena, CA 91105		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address	Fax	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		If YES list DBE #:
City State ZIP		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address	Fax	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		If YES list DBE #:
City State ZIP		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address	Fax	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		If YES list DBE #:
City State ZIP		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		

Distribution: 1) Original - Local Agency File

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
	<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
<input type="checkbox"/> < \$15 million			Age of Firm (Yrs.)	
<input type="checkbox"/> > \$15 million				
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
	<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
<input type="checkbox"/> < \$15 million			Age of Firm (Yrs.)	
<input type="checkbox"/> > \$15 million				
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
	<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
<input type="checkbox"/> < \$15 million			Age of Firm (Yrs.)	
<input type="checkbox"/> > \$15 million				
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
	<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
<input type="checkbox"/> < \$15 million			Age of Firm (Yrs.)	
<input type="checkbox"/> > \$15 million				

Distribution: 1) Original – Local Agency File

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

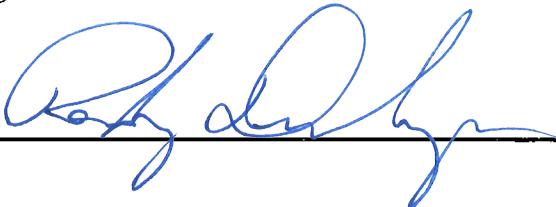
- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; 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 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

No Exceptions

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.



Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
**FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
 (DBE), FIRST-TIER SUBCONTRACTORS**

CEM-2402F (REV 02/2008)

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

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE
PRIME CONTRACTOR			BUSINESS ADDRESS			ESTIMATED CONTRACT AMOUNT \$	
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS			DATE OF FINAL PAYMENT
				NON-DBE	DBE	DATE WORK COMPLETE	
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
ORIGINAL COMMITMENT			TOTAL	\$	\$		
DBE List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.							

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE		BUSINESS PHONE NUMBER	DATE
TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
RESIDENT ENGINEER'S SIGNATURE		BUSINESS PHONE NUMBER	DATE

Copy Distribution-Caltrans contracts:	Original - District Construction	Copy- Business Enterprise Program	Copy- Contractor	Copy Resident Engineer
Copy Distribution-Local Agency contracts:	Original - District Local Assistance Engineer (submitted with the Report of Expenditure)	Copy- District Local Assistance Engineer	Copy- Local Agency file	

FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS
ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS
CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at:

<http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION
CP-CEM-2403(F) (New. 10/99)

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE
PRIME CONTRACTOR			BUSINESS ADDRESS	ESTIMATED CONTRACT AMOUNT	

Prime Contractor: List all DBEs with changes in certification status (certified/decertified) while in your employ, whether or not firms were originally listed for good credit. Attach DBE certification/Decertification letter in accordance with the Special Provisions

CONTRACT ITEM NO.	SUBCONTRACT NAME AND BUSINESS ADDRESS	BUSINESS PHONE	CERTIFICATION NUMBER	AMOUNT PAID WHILE CERTIFIED	CERTIFICATION/DECERTIFICATION DATE Letter attached
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	

Comments:

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE SIGNATURE	TITLE	BUSINESS PHONE NUMBER	DATE
-------------------------------------	-------	-----------------------	------

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER	BUSINESS PHONE NUMBER	DATE
-------------------	-----------------------	------

Distribution Original copy -DLAE
Copy -1) Business Enterprise Program 2) Prime Contactor 3) Local Agency 4) Resident Engineer

Disadvantaged Business Enterprises (DBE) Certification Status Change

Form CP-CEM 2403(F) (New 10/99)

DISADVANTAGED BUSINESS ENTERPRISES (DBE) CHANGE IN CERTIFICATION STATUS REPORT

The top of the form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, the Administering Agency, the Contract Completion Date, and the Estimated Contract Amount. It requires the Prime Contractor's name and Business Address. The focus of the form is to substantiate and verify the actual DBE dollar amount paid to contractors on federally funded projects that had a changed in Certification status during the course of the completion of the contract. The two situations that are being addressed by CP-CEM 2403(F) are, if a firm certified as a DBE and doing work on the contract during the course of the project becomes Decertified, and if a non-DBE firm doing work on the contract during the course of the project becomes Certified as a DBE.

The form has a column to enter the Contract Item No (or Item Nos.) as well as a column for the Subcontractor's Name, Business Address, Business Phone, and contractor's Certification Number.

The column entitled Amount Paid While Certified will be used to enter the actual dollar value of the work performed by those contractors who meet the conditions as outlined above during the time period they are Certified as a DBE. This column on the CP-CEM-2403(F) should only reflect the dollar value of work performed while the firm was Certified as a DBE.

The column called Certification/Decertification Date (Letter attached) will reflect either the date of the Decertification Letter sent out by the Civil Rights Program or the date of the Certification Certificate mailed out by the Civil Rights Program. There is a box to check that support documentation is attached to the CP-CEM-2403 (F) form.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

**12.5 14-0856 LEASE OF EXCESS LAND - DELTA WATER SUPPLY PROJECT
(DWSP) SITE**

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a resolution:

1. Authorizing a lease agreement for the lease of excess land located at the Delta Water Supply Project (DWSP) site; and
2. Authorizing the City Manager to take any and all necessary and appropriate steps to carry out the purpose and intent of this resolution.

Department: Economic Development

Attachments: [Attachment A - Resolution No. 05-0493](#)

[Attachment B - Vicinity Map](#)

[Attachment C - Aerial Map](#)

[Attachment D - Site Map](#)

[Proposed Resolution - DWSP Farm Easement Lease](#)

[Exhibit 1 - Roy Yates Lease Agreement](#)



City of Stockton

Legislation Text

File #: 14-0856, Version: 1

LEASE OF EXCESS LAND - DELTA WATER SUPPLY PROJECT (DWSP) SITE

RECOMMENDATION

It is recommended that the City Council adopt a resolution:

1. Authorizing a lease agreement for the lease of excess land located at the Delta Water Supply Project (DWSP) site; and
2. Authorizing the City Manager to take any and all necessary and appropriate steps to carry out the purpose and intent of this resolution.

Summary

On November 8, 2005, by Resolution 05-0493 (Attachment A - Resolution No. 05-0493), the City Council approved the Delta Water Supply Project (DWSP) and associated environmental documents to develop a new supplemental water supply for the Stockton Metropolitan Area located at 11373 Lower Sacramento Road, Stockton, California (Attachments B and C - Vicinity and Aerial Maps). The DWSP environmental documents state that any unused portion of excess land, not required for present or future expansions, shall remain available for farming operations. Approximately 67.12 acres of unused excess land has been identified as available for farming operations at the DWSP site.

Therefore, the Municipal Utilities Department (MUD) requested the City's Asset Management Division to begin the process of leasing the unused excess land located on the DWSP site. In accordance with Administrative Directive HRD-06 (HRD-06), the Asset Management Division prepared a leasing plan to negotiate a market rate lease for the unused excess land located at the DWSP site. The leasing plan advertised and solicited the availability of the unused excess land at the DWSP site, which resulted in two lease proposals being submitted to the City. A proposed lease agreement has now been negotiated with Roy Yates for the lease of 67.12 acres (Attachment D - Site Map) for the unused excess land located at the DWSP site for the purpose of cattle grazing subject to Council approval. The term of the lease is two (2) years with an option to renew for one (1) additional year in the amount of two-thousand five-hundred sixty dollars (\$2,560) per year.

DISCUSSION

Background

On November 8, 2005, by Resolution 05-0493, the City Council approved the Delta Water Supply Project (DWSP) and associated environmental documents to develop a new supplemental water supply for the Stockton Metropolitan Area by diverting surface water from the Sacramento-San

Joaquin Delta. DWSP entailed the construction of water transmission and treatment facilities and is located just north of Eight Mile Road on Lower Sacramento Road. DWSP went into operation in May 2012.

The DWSP environmental documents state that any unused portion of land, not required for present or future expansions, shall remain available for farming operations. Approximately 67.12 acres of unused excess land has been identified on the DWPS site as available for farming operations.

As the responsible department, the Municipal Utilities Department (MUD) requested the Asset Management Division begin the process of leasing the excess land located on the DWSP site in conformance with the DWSP environmental documents, specifically the farming operation requirement. The proposed lease site consists of an area that is approximately 67.12 acres and is located on the east side of the DWSP site.

The Asset Management Division implemented a proposed leasing plan and after receiving two proposals, began negotiating a market rate lease for the above referenced site. The leasing plan for the property included the following procedures:

1. Notify all parties that have shown interest that the property is available and when bids are due;
2. Place a sign on the property advertising it for lease;
3. Prepare and run an ad in The Record as to the availability and date/time of inspection;
4. Hold inspection of the property for prospective Lessees;
5. Review Bids and hold possible rebidding for last and best offer, if necessary; and
6. Formalize a lease with the winning bidder.

The Asset Management Division performed the following actions pursuant to the leasing plan:

- Compiled an inquiry list consisting of six (6) individuals who had shown a previous interest in the property;
- Sent a letter, dated January 13, 2014, informing interested individuals of the availability of the subject property for lease including the scheduling of an onsite informational meeting on January 30, 2014, and the lease proposal due date as February 14, 2014;
- Advertised the property for lease by placing signage on the property pursuant to the approved lease plan; and
- Prepared and placed a public notice in the newspaper stating the availability of the property for lease including the scheduling of the onsite informational meeting.

On January, 30, 2014, an onsite informational meeting was held with three (3) potential Lessees in attendance. After thirty (30) days of soliciting and advertising the availability of the property for lease,

two (2) lease proposals were submitted to the City. Upon review by MUD and Asset Management Division staff members, the proposal submitted by Roy Yates was deemed to be the most appropriate and acceptable as the proposed use of the water treatment property for cattle grazing will cause the least amount of impact to the site thus leaving it in its most natural state.

MUD placed specific restrictions which were to remain in effect throughout the term of the lease because the unused excess land is located immediately adjacent to a drinking water treatment plant. One such restriction was that the service road to the DWSP Water Treatment Plant shall be kept open for access at all times. The second proposal included a farming use that involved large and heavy plowing equipment that would obstruct access and potentially cause damage to the service roads to the DWSP Water Treatment Plant. As a result, staff selected the competing proposal for the recommended lease agreement.

Present Situation

The DWSP environmental documents require the proposed lease area to remain available for farming operations for as long as it is economically and environmentally feasible. If approved, this item will allow for the leased area to be used in conformance with the requirements in the environmental documents since livestock grazing falls within the category of farming operations. There is a cost savings to the City as funds will no longer be expended in the maintenance of the area since mowing and weed abatement will not be necessary. The grazing will assist in the reduction of brush and tall grasses thus reducing any future potential risk of fire.

The negotiated terms of the proposed lease include a lease period of two (2) years commencing on September 1, 2014, and terminating on August 31, 2016, in the amount of two-thousand five-hundred sixty dollars (\$2,560) per year. Staff estimated a market rate by reviewing comparable market data for cattle grazing land within the market area. Analysis showed that the lease values in this area range from \$15 to \$35 per acre per year. Mr. Yates proposed lease rate was \$38.14 per acre, an amount within market range, with Lessee to pay all additional costs including water and fencing. The premises are to be used for the purpose of cattle grazing with a maximum number of thirty (30) head of cattle on the property at any given time. In addition, Lessee agrees to construct a fence around the leased area and pay the current rates charged by the City for hydrant meter rental and water consumption. The lease agreement is attached as Exhibit 1 to the Resolution.

NOTIFICATION

As required, a "Notice of Intent to Grant or Lease Real Property Interest" in accordance with the provisions of Article V, Section 510, of the Charter of the City of Stockton was advertised in the legal notice section of The Record on August 1, 2014.

ENVIRONMENTAL CLEARANCE

On November 8, 2005, Environmental Clearance for this project was approved by Resolution No. 05-0493, and the project is in compliance with the General Plan as amended.

FINANCIAL SUMMARY

The annual revenue associated with this proposed lease is expected to be in the amount of two-thousand five-hundred sixty dollars (\$2,560), which will be recorded into DWSP account number 421-0000-379. It is expected that fees in the amount of approximately four hundred dollars (\$400) will be incurred for advertising purposes. All advertising fees associated with this proposed lease will be charged against the existing budget in DWSP account number 421-4234-571. There is no impact to the City's General Fund as a result of this action.

Attachment A - Resolution No. 05-0493

Attachment B - Vicinity Map

Attachment C - Aerial Map

Attachment D - Site Map

Resolution No. 05-0493

STOCKTON CITY COUNCIL

RESOLUTION APPROVING THE DELTA WATER SUPPLY PROJECT, PHASE ONE; ADOPTING A MITIGATION MONITORING AND REPORTING PLAN, CEQA FINDINGS, AND A STATEMENT OF OVERRIDING CONSIDERATIONS RELATING THERETO; AND DIRECTING CITY STAFF TO PROCEED WITH THE PROCUREMENT OF THE PROJECT, OBTAINING FINANCING AND SECURING PERMITS NECESSARY TO PROCEED WITH THE PROJECT

WHEREAS, in Resolution No. 05-0492, adopted on November 8, 2005, which is incorporated by reference herein, the City Council of the City of Stockton certified that the Final Environmental Impact Report ("FEIR") prepared for the Delta Water Supply Project ("DWSP") has been completed in compliance with CEQA; that the City Council had reviewed and considered the information and analysis contained in the FEIR; and that the FEIR reflects the City Council's independent judgment; and

WHEREAS, alternatives to the DWSP that were evaluated in the Draft EIR ("DEIR") included the following, SEWD Expanded Water Supply and Expanded Water Treatment Plant (WTP), In-Delta Storage Project, MORE Water Project, Eastern Water Alliance Regional Water Supply Project, Farmington Groundwater Recharge Project, New Hogan Reservoir Re-Operations, Other Local Water Supplies, Water Transfers, Aggressive Water Conservation, Aggressive Water Recycling, Honker Cut intake location, Wright Elmwood Tract intake location, Site A WTP location, Site B WTP location, Site D WTP location and No Project; and

WHEREAS, the City Council wishes to select the Delta Water Supply Project, Phase One, as proposed by staff and described in the FEIR at Chapter 2, including the in-bank intake structure, to be located on the southwest tip of Empire Tract, south bank, the proposed pipeline alignments and the Site A WTP location (hereinafter "the Project"); and

WHEREAS, the FEIR identified certain significant effects on the environment that, absent the adoption of mitigation measures, would be caused by the construction and operation of the Project; and

WHEREAS, the City Council is required, pursuant to the California Environmental Quality Act ("CEQA") (Public Resources Code § 21000, et seq.) and the "CEQA Guidelines" (14 CCR § 15000, et seq.), to adopt all feasible mitigation measures or a feasible project alternative that can substantially lessen or avoid any significant effects on the environment associated with a project to be approved, such as the Project; and

WHEREAS, as the Findings of Fact adopted as Exhibit A to this Resolution demonstrate, all of the significant effects on the environment associated with the Project can be either substantially lessened or avoided through the adoption of feasible

CITY STAFF
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mitigation measures, although some of these effects will remain significant and unavoidable despite the adoption of all feasible mitigation measures; and

WHEREAS, because all significant effects on the environment associated with the Project have been at least substantially lessened through feasible mitigation, the City Council need not consider the feasibility of alternatives, as set forth in the FEIR, that will be less environmentally damaging than the Project with respect to the unavoidable significant effects associated with the Project; and

WHEREAS, the City Council has nevertheless decided, for purposes of full disclosure to its constituents, to address both the extent to which alternatives may be environmentally superior with respect to the significant unavoidable effects of the Project, and the extent to which such alternatives may be “feasible” within the meaning of CEQA and CEQA case law; and

WHEREAS, the City Council has determined, for reasons set forth in findings found in Exhibit A hereto, that each alternative, including the No Project Alternative, as described in the FEIR, either is not environmentally preferable, is infeasible, fails to meet the City’s objectives, or some combination of these factors; and

WHEREAS, the City is required by Public Resources Code section 21081.6, subdivision (a)(1), and CEQA Guidelines section 15097 to adopt a Mitigation Monitoring and Reporting Plan, adopted as Exhibit B to this Resolution, to ensure that the mitigation measures adopted by the City are carried out; and

WHEREAS, mitigation for each of those impacts identified as significant in the DEIR will be performed and monitored by the City pursuant to the Mitigation Monitoring and Reporting Plan; and

WHEREAS, because the adopted mitigation measures have not mitigated all identified significant effects on the environment associated with the Project to less than significant levels, CEQA requires the City to adopt a Statement of Overriding Considerations, which is included as Section 4 of Exhibit A attached hereto; and

WHEREAS, the City Council now determines it appropriate to approve the findings and other statements provided for herein, to approve the Project and to authorize City staff to take certain additional actions specified below, including the preparation and filing of a Notice of Determination; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. That the City Council hereby finds the above recitals to be true and correct.
2. That the City Council hereby approves the Delta Water Supply Project, Phase One, as proposed by staff and described in the FEIR at Chapter 2, including the in-bank intake structure, to be located on the southwest tip of Empire Tract, south bank, the proposed pipeline alignments and the Site A WTP location.

3. In accordance with CEQA Guidelines sections 15091, 15092, and 15093, the City Council finds that the significant environmental effects of the Project will be mitigated to less than significant levels by the mitigation measures adopted by the City, with the exception of certain impacts to farmland, scenic and visual resources, light and glare, short-term emissions of air pollutants associated with project construction and secondary effects associated with planned urban growth as described in the 1990 Stockton General Plan and associated EIR, which, though substantially lessened by adopted feasible mitigation measures, are nevertheless still considered significant and unavoidable.
4. The City Council hereby makes and adopts CEQA Findings as contained in Exhibit A hereto.
5. The City Council hereby adopts a Statement of Overriding Considerations, as contained in Section 4 of Exhibit A hereto, explaining how the benefits of the Project in providing an additional surface water supply to supplement declining and less reliable surface water supplies and reducing the COSMA's dependence on ground water provide substantial environmental benefits, among other considerations, justify the Project's significant and unavoidable impacts.
6. The Mitigation Measures and Mitigation Monitoring and Reporting Plan included in Exhibit B hereto are approved.
7. The City Council hereby directs City staff to proceed with (i) obtaining financing for the Project, (ii) obtaining permits and other agency approvals necessary to proceed with construction of the Project; (iii) selecting a procurement methodology, process and schedule in accordance with Article XX of the City Charter; and (iv) arranging for the design and construction of the Project, which shall be monitored by an oversight committee to be appointed by the Mayor.
8. The City Council further directs City staff to bring back for the City Council's consideration the following additional approvals at such time as it is appropriate for the City to take these further actions to proceed with the Project:
 - Approval of the financing plan and any required grants, loans, bonds or other financing specifics;
 - Approval of the construction contract(s) staff has negotiated pursuant to paragraph 7, above; and
 - Authorization to acquire any interests in land necessary to the project.
9. Though these additional approvals by the City will take place later in time during the development of the Project, the findings attached as Exhibit A hereto also constitute the City's compliance with Public Resources Code section 21081, subdivision (a), and CEQA Guidelines section 15091, subdivision (a), with regard to those actions. Furthermore, such actions can be implemented based on the certified FEIR, which was prepared with all such actions in mind. By adopting this Resolution, including Exhibit A

attached hereto, the City has satisfied its obligations pursuant to Public Resources Code section 21081 and CEQA Guidelines section 15091, in that Exhibit A (i) identifies all feasible mitigation measures that can substantially lessen or avoid the significant effects on the environment associated with the Project and (ii) explains why the project alternatives cannot feasibly and adequately satisfy the purposes and needs of the City. Notwithstanding the above, expansion of the Project through future phases will be the subject of further environmental review.

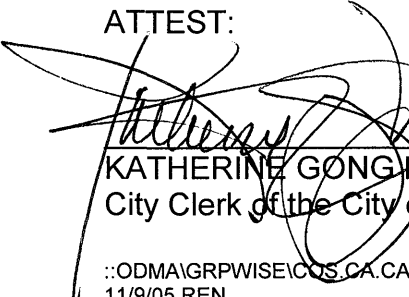

10. By adopting this Resolution, including Section 4 of Exhibit A attached hereto, the City has satisfied its obligation pursuant to Public Resources Code section 21081, subdivision (b), which requires the issuance of a Statement of Overriding Considerations whenever a project's environmental effects cannot be mitigated to less than significant levels.


11. Through this Resolution, which incorporates by reference and adopts the Mitigation Monitoring and Reporting Plan included attached as Exhibit B hereto, the City has satisfied its obligations pursuant to Public Resources Code section 21081.6, subdivision (a)(1).

12. The City Council further authorizes City staff to prepare and file a Notice of Determination within five working days following the date of adoption of this Resolution with the County Clerk of the County of San Joaquin and with the State of California, and directs that copies of the FEIR be retained at the administrative offices of the City for public review.

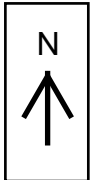
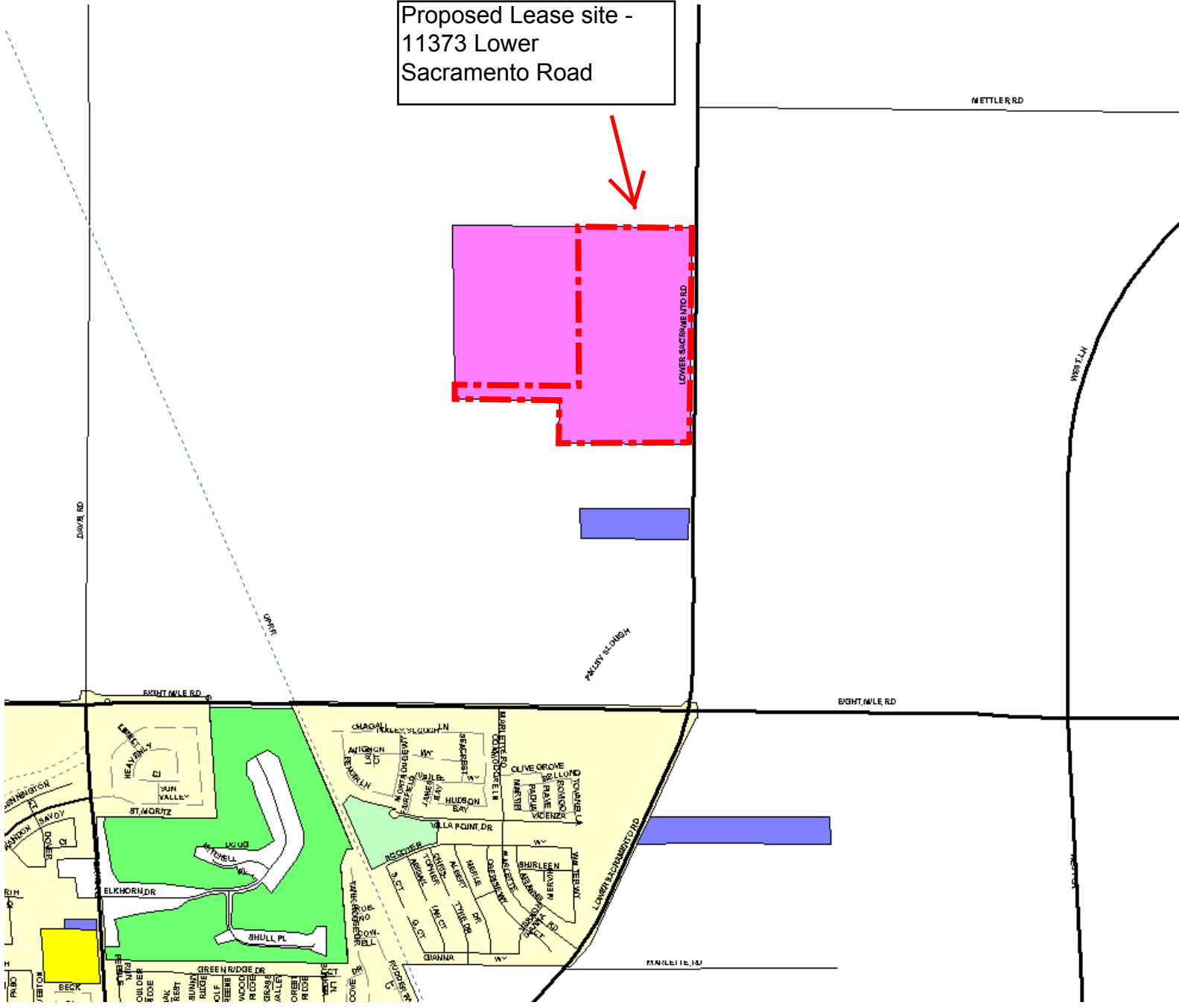
13. Pursuant to Public Resources Code section 21081.6, subdivision (a)(2), and CEQA Guidelines section 15091, subdivision (e), the City Clerk is the custodian of the documents and other material that constitute the record of proceedings upon which the City of Stockton City Council's decision is based, and such documents and other material are located at 425 North El Dorado Street, Stockton, California 95202.

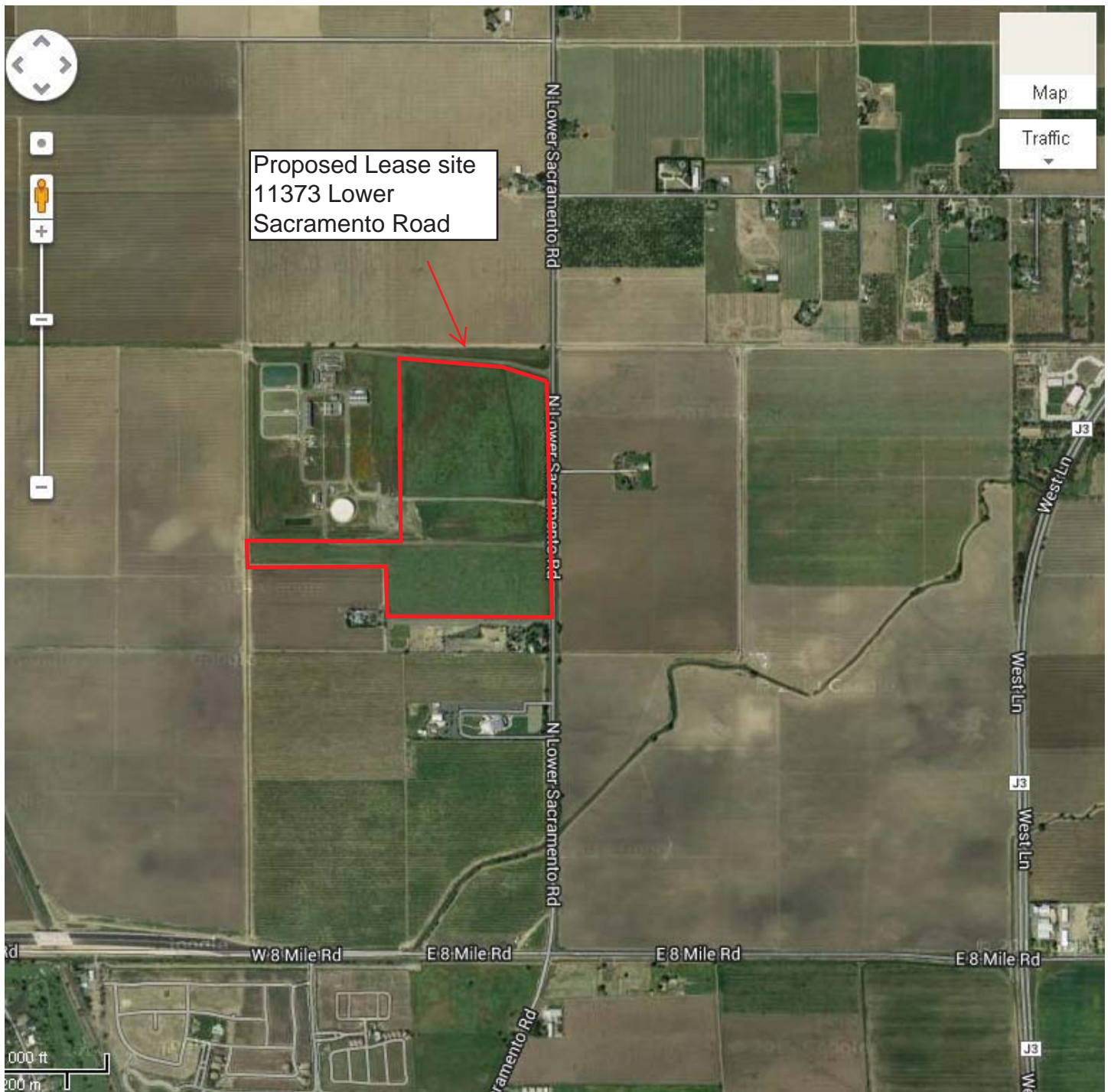
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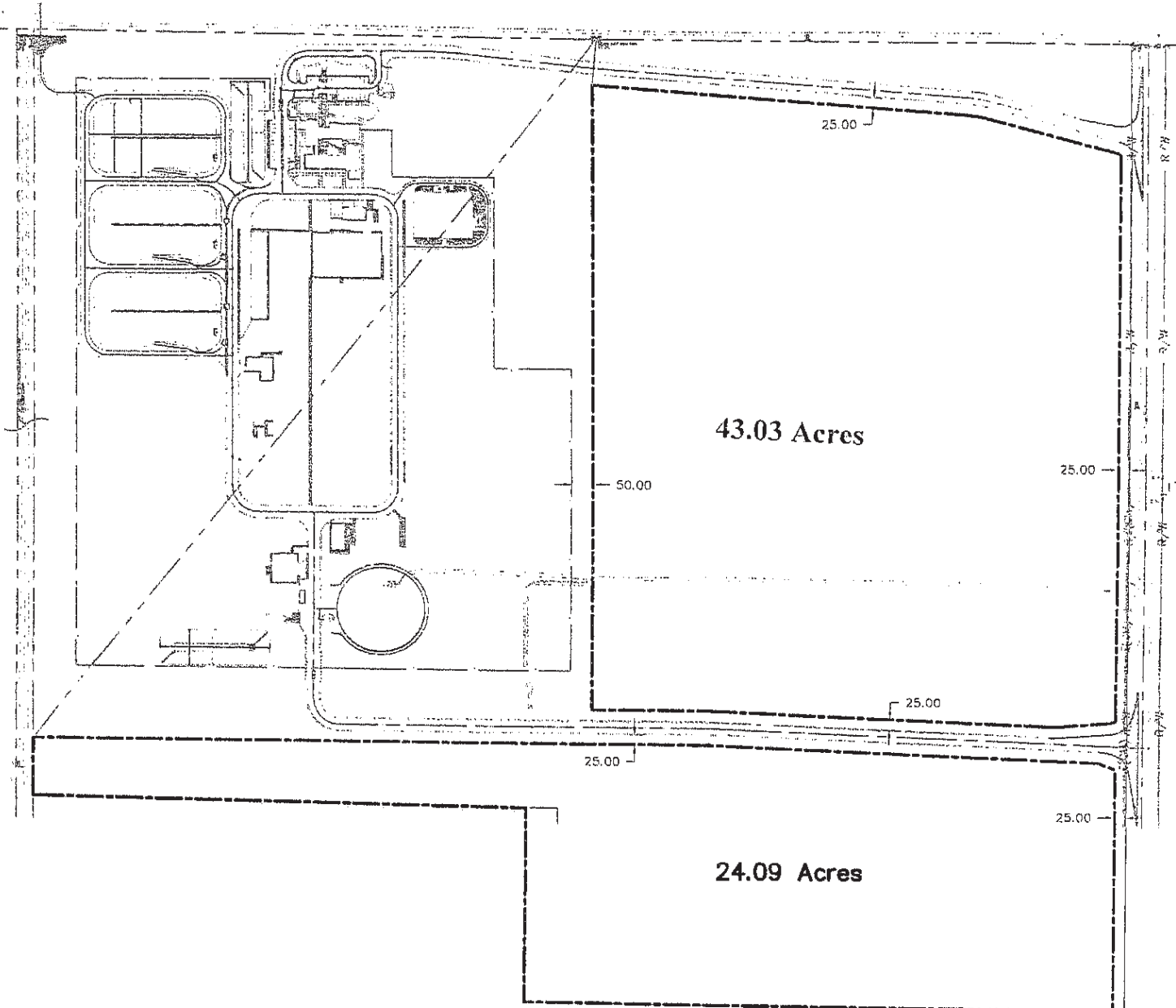
ATTEST:

KATHERINE GONGMIN
City Clerk of the City of Stockton

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EDWARD J. CHAVEZ, Mayor
of the City of Stockton

Proposed Lease site -
11373 Lower
Sacramento Road







SHEET 1 OF 1

DELTA WATER SUPPLY PROJECT
TEMPORARY FARM EASEMENT

CITY OF STOCKTON

APPROVED BY:

CITY ENGINEER

DATE DRAWING NO.

197

REV. NO.	REV. DATE	REV. BY
DIGITIZED		
DWG. BY	SB	SCALE
CK. BY		1" = 375'

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION AUTHORIZING A LEASE WITH ROY YATES FOR PROPERTY LOCATED ON THE DELTA WATER SUPPLY PROJECT SITE LOCATED AT 11373 LOWER SACRAMENTO ROAD, STOCKTON, CALIFORNIA

On November 8, 2005, the City Council adopted Resolution No. 05-0493, approving the Delta Water Supply Project (DWSP) and associated environmental documents; and

The DWSP environment documents state that any unused portion of land, not required for present or future expansions, shall remain available for farming operations for as long as is economically and environmentally feasible; and

The DWSP site contains approximately 67.12 acres of unused excess land; and

The Municipal Utilities Department (MUD) requested that the City's Asset Management Division begin the process of leasing the unused excess land located on the DWSP site; and

The Asset Management Division prepared a leasing plan and advertised the availability of the unused excess land and received two (2) lease proposals; and

Staff from the City's Asset Management Division and MUD reviewed the submitted proposals and determined that the proposal submitted by Roy Yates was most appropriate, in light of the requirements listed in the DWSP environmental documents as well as the restrictions placed on the property by MUD, and staff negotiated a proposed lease with Roy Yates; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Manager is hereby authorized and directed to execute a Lease on behalf of the City of Stockton, as Lessor, with Roy Yates, as Lessee, for 67.12 acres of unused excess land located at 11373 Lower Sacramento Road, Stockton, California, pursuant to the terms in the Lease Agreement attached hereto as Exhibit 1 and incorporated by this reference.

2. The notice of intention to lease property owned by the City of Stockton was duly published in accordance with the provisions of Article V, Section 510 of the Charter of the City of Stockton.

3. The City Manager is authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

PASSED, APPROVED, and ADOPTED August 12, 2014

ANTHONY SILVA, Mayor
of the City of Stockton

ATTEST:

BONNIE PAIGE
City Clerk of the City of Stockton

LEASE

THIS LEASE, made this _____ day of _____ 2014, by and between CITY OF STOCKTON, a municipal corporation in the County of San Joaquin, State of California, hereinafter referred to as "CITY," and ROY YATES, hereinafter referred to as "LESSEE."

WITNESSETH:

1. DESCRIPTION OF PREMISES. CITY hereby leases to LESSEE, and LESSEE leases from CITY that certain real property situated in the City of Stockton, County of San Joaquin, State of California, hereinafter referred to as "Premises," more particularly described in Exhibit "A" attached hereto and incorporated by this reference.
2. USE. These premises are leased for the purpose of cattle grazing with a maximum number of 30 head of cattle. LESSEE agrees to construct a fence over the area rented to include 2 gates located along the service road between both parcels. Conditions specific to the use of the property for cattle grazing are listed in Exhibit "B" attached hereto and incorporated by this reference. LESSEE agrees to restrict the use of the premises to such purposes, and not to use or permit the use of the premises for any other purpose without first obtaining the consent in writing of the City Manager.
3. TERM. The term of this lease shall be for a period of two (2) years commencing on September 1, 2014 and terminating on August 31, 2016.
4. OPTION TO RENEW. LESSEE shall have the option to renew under the same terms and conditions for an additional period of one (1) year upon written request by LESSEE to CITY sixty (60) days in advance of termination of lease period, subject, however, to the approval of the City Manager.
5. LEASE AMOUNT. Lease of said premises described in Exhibit A, shall be at the rate of TWO THOUSAND FIVE HUNDRED SIXTY DOLLARS (\$2,560) per year payable no later than September 1 of each year that the lease remains in effect. Water provided by the Lessor will be available at the fire hydrant along the south access road for stock watering only for a fee to be paid by LESSEE. Billing for water will be at the current rate for Hydrant Meter Rental and subsequent increases on a monthly basis. The current rate is \$50.00 for installation of meter, \$93.15 per month for meter rental and \$3.22 per 100 cubic feet consumed.
6. POSSESSORY INTEREST TAX. LESSEE recognizes and understands that this lease may create a possessory interest subject to taxation and that the LESSEE may be subject to the payment of property taxes levied on such interest.

7. **RIGHT OF ENTRY.** During the term of this lease CITY shall have the right to and may at all reasonable times enter upon and inspect the Premises.

8. **MAINTENANCE.** LESSEE agrees that in no event shall CITY perform any maintenance on or make improvements, repairs or alterations to the Premises of any nature whatsoever or to pay or reimburse LESSEE for any part of the cost thereof. LESSEE agrees to keep the Premises in good order and condition at LESSEE's sole cost and expense.

9. **COMPLIANCE WITH LAWS.** LESSEE shall, at LESSEE's sole cost and expense, comply with all requirements of any and all local, state and federal authorities now in force, or which may hereafter be in force pertaining to the Premises and use of the Premises as provided in this lease.

10. **CONDITION OF PREMISES.** LESSEE accepts the Premises as being in good order, condition and repair, and agrees that on the last day of the term, or sooner if the lease is terminated prior to the last day of the term, to surrender up to CITY the Premises with any appurtenances or improvements therein, in the same condition as when received, reasonable use and wear thereof and damage by act of God, or by the elements excepted.

LESSEE has visited and inspected and accepts the condition of said Premises.

11. **ASSIGNMENT.** LESSEE shall not assign this lease nor sublet the Premises or any part thereof, without the prior written consent of the City Manager.

12. **ATTORNEY'S FEES.** If suit should be brought for any sum due or the enforcement or declaration of any right or obligation hereunder, by either party, the prevailing party shall be entitled to all reasonable costs incurred in connection with such action, including reasonable attorney's fees.

13. **HOLD HARMLESS.** This lease is made upon the express condition that CITY be held free from all liability and claims for damages by reason of any injury to any person or persons, including LESSEE, its agents, employees, guests, invitees and contractors, or property of any kind whatsoever and to whomsoever belonging, including to LESSEE, from any cause or causes whatsoever while in, upon, or in any way connected with Premises during the term of this lease or any occupancy hereunder, except those arising out of the sole negligence of CITY. LESSEE agrees to defend, indemnify and hold harmless, CITY from all liability, loss, cost or obligation on account of or arising out of any such injury or loss, however occurring. LESSEE further agrees to provide necessary Workers Compensation Insurance, as specified in Section 14, for all employees of LESSEE upon said Premises at LESSEE's sole cost and expense.

14. **INSURANCE.** LESSEE., its agents, employees, and contractors shall not commence any work before obtaining, and shall maintain in force at all times during the

duration and performance of this agreement the policies of insurance specified in Exhibit "C", which is attached to this agreement and incorporated by this reference.

LESSEE, its agents, employees, and contractors shall defend, indemnify, and hold harmless City, its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of LESSEE, its agents, employees, and contractors, any sub-contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, or willful misconduct of the City.

The CITY and all officers and employees thereof connected with the lease shall not be answerable or accountable in any manner, for any loss, claim, liability or damage that may happen to any person or property or any part thereof, for any loss or damage to any of the materials or other things used or employed, for injury to or death of any person, either workers, guests, invitees, or others, or the public, or for damage to person or property from any cause.

15. NON-DISCRIMINATION. LESSEE agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, age or physical handicap.

16. LOSS. CITY will not be responsible for loss or damage to personal property, equipment or materials of LESSEE and all losses shall be reported to CITY immediately upon discovery.

17. ALTERATIONS/REPAIRS. LESSEE shall make no repairs, changes and/or alterations to the leased Premises without the prior written consent of the City Manager.

18. SURRENDER OF PREMISES. Upon the termination of this lease for any cause, LESSEE shall remove any and all equipment and improvements including fencing installed by LESSEE and restore the entire Premises to its condition prior to the execution of the lease and as provided in Section 10. CITY may approve, in writing, any deviation from this requirement.

19. TERMINATION ON DEFAULT. If LESSEE defaults in any of the terms hereof, then this lease shall terminate upon failure of LESSEE to correct the default with fifteen (15) days of receiving written notice thereof from the City Manager. Upon any termination hereof, LESSEE agrees to quit and surrender possession peaceably, as specified in Section 18, and CITY shall have the right to remove LESSEE and all others occupying through or under said LESSEE.

Notwithstanding other provisions contained in this lease, the City Manager is granted the right to immediately terminate this lease upon failure on the part of LESSEE to keep

in full force and effect during the entire term of this lease the insurance requirements set out in Section 14.

20. DEBT LIABILITY DISCLAIMER. CITY will not be liable for any debts or claims that arise from the operation of this lease.

21. BANKRUPTCY OR INSOLVENCY BY LESSEE. It is hereby mutually agreed between the parties that in the event that the LESSEE seeks the protection of the Bankruptcy Code or any similar state law provisions governing creditors and debtors relation, either by voluntary or involuntary proceedings, or should become insolvent, this lease may immediately, at the option of CITY, be terminated, and CITY shall have the right immediately to re-enter the Premises. In no event shall this lease be treated as an asset of LESSEE.

22. NOTICES. Any notice which either party may or is required to give shall be in writing and given by personal delivery or mailing same by certified mail, return receipt requested, postage prepaid, to the other party at the address shown below or at such other place as may be designated by the parties from time to time, and any notice so mailed shall be deemed received on the third day after mailing.

CITY's address: City of Stockton
425 N. El Dorado Street
Stockton, CA 95202
Attn: City Manager

LESSEE 's address: Roy Yates
P.O. Box 692526
Stockton, CA 95269-2526

23. TERMINATION. The parties hereto agree that either party may terminate this lease at any time during the term hereof by giving notice to the other party in writing ninety (90) days prior to the date when such termination shall become effective. In the event of any such termination, in whole or in part, CITY shall not reimburse LESSEE for the unearned portion of any prepaid rent.

24. RESTRICTED ACTIVITIES. The following activities are prohibited on the Premises:

A. Use or storage of any "hazardous substance" or "hazardous chemical waste" as those terms are used in CERCLA (42 USC 9601.14), SARA (42 USC 11021(e)) or RCRA (42 USC 6901) or any similar federal or state law, or any pesticide, oil, petroleum products or fuel; except only material packaged and purchased for consumer use in containers not to exceed 1 gallon, or fuel in a vehicle fuel tank. Use of pesticides should be minimized, and will be applied only by authorized personnel and in accordance with all applicable laws, regulations, and label instructions.

B. The installation or use of any above ground or below ground storage tanks is prohibited.

C. Accumulation, storage, treatment, release or disposal of any hazardous substance or waste material.

D. Manufacturing, maintenance of equipment or vehicles; or use, installation or construction of vessels, tanks (stationary or mobile), dikes, sumps, or ponds; or any activity for which a license or permit is required from any government agency for (1) transportation, storage, treatment, or disposal of any waste, (2) discharge of any pollutant including but not limited to discharge to air, water, or a sewer system.

E. Any spill or release of a hazardous substance to the air, soil, surface water, or groundwater will be immediately reported to CITY as well as to appropriate government agencies, and shall be promptly and fully cleaned up and the Premises (including soils, surface water and groundwater) restored to its original condition, at LESSEE's sole cost and expense.

F. Should LESSEE desire to use pesticides at the Premises (either herbicides, rodenticides, or insecticides) all applicable Environmental Protection Agency (EPA) standards and any other government agency requirements that apply must be met as well as approved by the City of Stockton Municipal Utilities Department. No dumping of hazardous materials or wastes (including petroleum) shall be permitted.

25. UTILITIES. LESSEE shall pay all charges for electricity, gas, water, telephone, and other utility service used or furnished upon said premises.

26. WAIVER OF CLAIMS. LESSEE hereby waives any claims against CITY for injury to or death of LESSEE's agents, employees, contractors, permittees or invitees, or any person or property in or about the premises from any cause whatsoever.

27. ENCUMBRANCES: LESSEE shall not encumber the leased premises in any manner whatsoever.

28. INTEGRATION; MODIFICATION. This lease represents the entire and integrated agreement between CITY and LESSEE and supersedes all prior negotiations, representations, or agreements, either written or oral. This lease may be amended only by written instrument signed by CITY and LESSEE.

29. HOLDING OVER. Holding Over: If after expiration of the Term, LESSEE remains in possession of the Premises with Landlord's permission (express or implied), LESSEE shall become a tenant from month to month only, upon all the provisions of this Lease (except as to term and Base Rent), but the "Annual Installments of Base Rent" payable by LESSEE shall be increased to one hundred fifty percent (150%) of the Annual Installments of Base Rent payable in monthly installments by LESSEE. Such monthly rent shall be payable in advance on or before the first day of each month. If

either party desires to terminate such month-to-month tenancy, it shall give the other party not less than thirty (30) days advance written notice of the date of termination

30. AUTHORIZATION. This lease is subject to final approval of the City Council of the City of Stockton.

31. BINDING. This lease shall bind and inure to the benefit of the parties hereto and their respective successors, representatives, and assigns.


32. AUTHORITY. The undersigned represent and warrant they are duly authorized to execute this lease and to bind the parties.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first hereinabove written.

"LESSEE"

"CITY"

CITY OF STOCKTON



ROY YATES

KURT O. WILSON,
City Manager

APPROVED AS TO FORM:

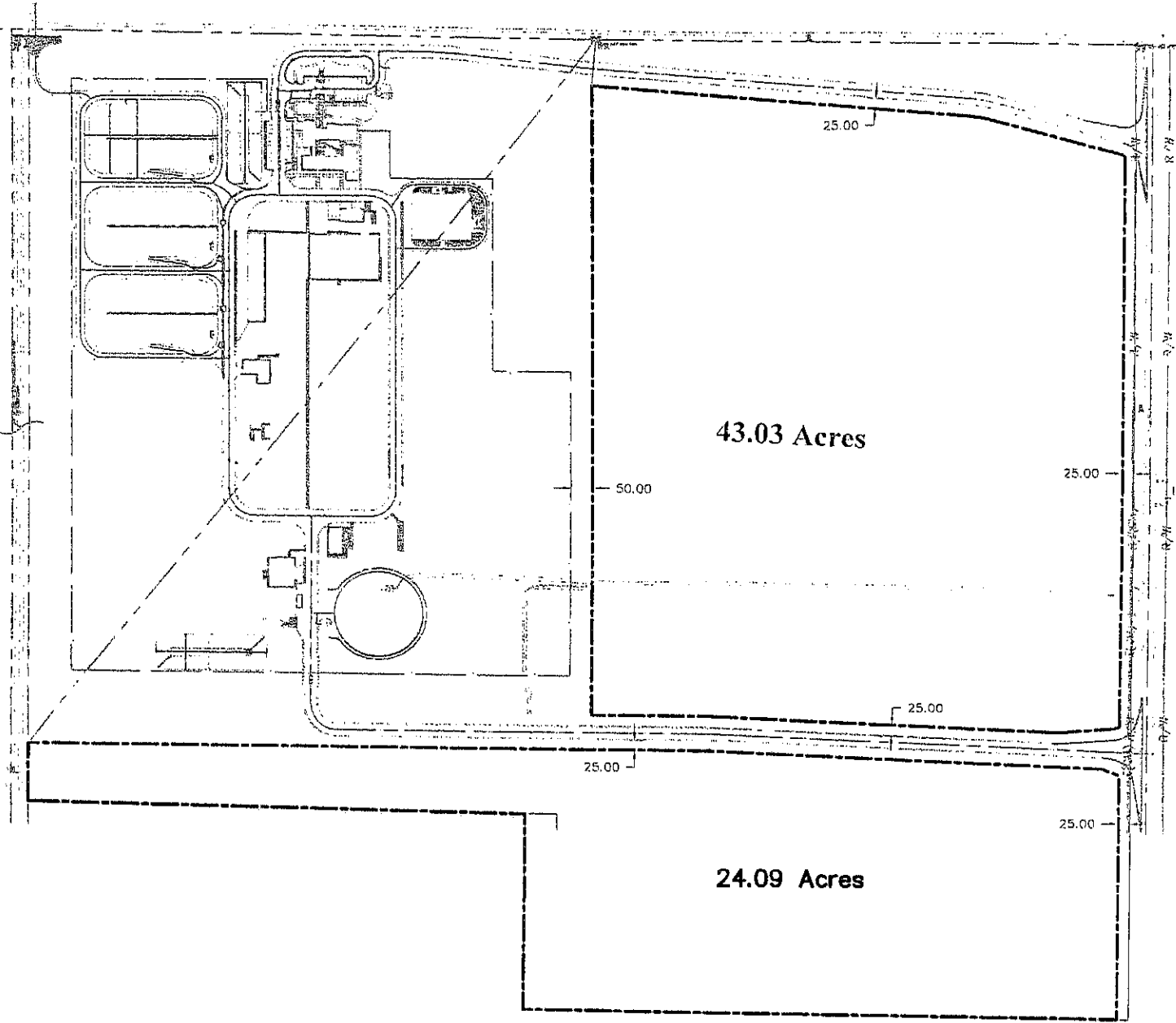
ATTEST:

OFFICE OF THE CITY ATTORNEY

By: _____

BONNIE PAIGE,
City Clerk

Exhibit 1
EXHIBIT "A"



SHEET 1 OF 1

REV. NO.	REV. DATE	REV. BY
DIGITIZED		
DWG. BY	SB	SCALE
CK. BY		1" = 375'

DELTA WATER SUPPLY PROJECT
TEMPORARY FARM EASEMENT

CITY OF STOCKTON

APPROVED BY:

CITY ENGINEER
DATE **2006** DRAWING NO.

Conditions for Cattle at the DWSP Property

1. Access from Lower Sacramento Road will be via the south paved access service road to the DWSP Water Treatment Plant. Access from Lower Sacramento Road is limited to right turns in and right turns out only. No left turns in or out will be allowed.
2. LESSEE shall construct dirt/aggregate base access driveways from the paved service road to the farmed area. All vehicles and equipment shall utilize these driveway access points.
3. The service road to the DWSP Water Treatment Plant shall be kept open for access at all times. No staging of vehicles or equipment will be allowed on the paved service road.
4. LESSEE shall respond to any issues arising from the cattle roaming outside of the leased area within two hours of notification from the City.

EXHIBIT C
INSURANCE REQUIREMENTS
LEASE FOR AGRICULTURAL USE

LESSEE shall procure and maintain for the duration of the Agreement, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the LESSEE, its agents, representatives, volunteers, or employees.

1. **INSURANCE** Throughout the life of this Contract, the Lessee shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:
 - A. **COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with combined single limits of liability of not less than \$1,000,000 each occurrence.
 - B. **WORKERS' COMPENSATION** insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.
 - C. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE;**

FOR ADDITIONAL REQUIREMENT(S):

- (i) **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverage's, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than \$1,000,000 per occurrence, and \$2,000,000 Aggregate limit.
- (ii) **ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY** insurance will also be required for land uses where Non-Aerial Pesticide and/or Herbicide spraying is used. Insurance to include non-aerial spraying of pesticides and herbicides, Groundwater contamination, etc. Same minimum limits as Commercial General Liability (\$1,000,000 per occurrence, and \$2,000,000 Aggregate limit), to include Sudden and Accidental and Environmental cleanup.

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

- 1 The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds.*
2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required

herein shall continue in effect for a period of three years following the termination of the lease.

3. For any claims related to products provided under this contract, the Lessee's insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the Lessee's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.
4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the lessee and/or the lessee's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.
5. Regardless of these contract minimum insurance requirements, the Lessee and its insurer shall agree to commit the Lessee's full policy limits and these minimum requirements shall not restrict the Lessee's liability or coverage limit obligations.
6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY's execution of the Lease Agreement.
8. Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton
Attention: Risk Services
425 N. El Dorado Street
Stockton, CA 95202
9. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Lessee shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY's Risk Manager (209) 937-8617. Our fax is (209) 937-8558.

If at any time during the life of the Contract or any extension, the Lessee fails to maintain the required insurance in full force and effect, all work under the Lease shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

If the Lessee should sublease or subcontract any work under this lease, the Lessee shall cover the sub-lessee or sub-contractor, and/or require each sub-lessee or sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-lessee's or sub-contractor's insurance shall have the same impact as described above.

12.6 14-0916 APPROVAL OF CITY COUNCIL MINUTES

Approve City Council minutes from the May 27, 2014 and May 28, 2014 Special City Council Budget Study Session meetings and the June 24, 2014 regular City Council meeting.

Department: City Clerk

Attachments: [2014-05-27 Special City Council Study Session Minutes - Budget](#)
[2014-05-28 Special City Council Study Session Minutes - Budget](#)
[2014-06-24 City Council Minutes](#)



City of Stockton

Legislation Text

File #: 14-0916, Version: 1

APPROVAL OF CITY COUNCIL MINUTES

Approve City Council minutes from the May 27, 2014 and May 28, 2014 Special City Council Budget Study Session meetings and the June 24, 2014 regular City Council meeting.

**MINUTES
CITY COUNCIL SPECIAL - BUDGET STUDY SESSION
MEETING OF MAY 27, 2014**

City Hall - Council Chamber
425 N. El Dorado Street, Stockton CA

1. SPECIAL BUDGET STUDY SESSION CALL TO ORDER / ROLL CALL (5:32 PM)

Roll Call

Present:

Councilmember Burgos Medina

Councilmember Holman

Councilmember Miller

Councilmember Tubbs

Vice Mayor Canepa

Absent:

Councilmember Zapien, and Mayor Silva.

Mayor Silva arrived at 5:37 p.m.

Councilmember Zapien arrived at 5:39 p.m.

The Pledge of Allegiance was led by Vice Mayor Canepa

3. ITEMS FOR DISCUSSION

3.1 14-0654 Budget Study Session

Legislation Text

2014-2015 Fiscal Year Budget Study Session Presentation

City Manager Kurt Wilson provided an overview of the Budget Special Study Session with the aid of PowerPoint slides (filed) followed by Department presentations.

Police Chief Eric Jones provided the proposed budget for the Police Department and responded to questions from the Councilmembers.

The following questions or comments were posed to staff by Council:

- fund raising for shot spotter; asked for success of the use of shot spotter

- funding for existing 17 Police Officers

- appreciated the extended outlook for the department; long term challenges: animal shelter, aggressive recruitment efforts and long term financing

- use of transportation officers; prioritizing Shot Spotter funding

- clarification of Peace Keepers chain of command

Fire Chief S. Jeff Piechura provided the proposed budget for the Fire Department and responded to questions from the Councilmembers.

The following questions or comments were posed to staff by Council:

- break down of types of calls that are responded to; public education to reduce calls
- status of the trial paramedic fire responder; clarification on Measure W fund balance
- number of vacancies in department; appreciated work done; multi-year plan

Public Works Director, Gordon MacKay provided the proposed budget and Capital Improvement Plan for the Public Works Department and responded to questions from the Councilmembers.

The following questions or comments were posed to staff by Council:

- \$8 million back to General Fund
- reduction in gas tax due to increased energy efficiency
- aging infrastructure and deferred maintenance
- clarification regarding the decrease in maintenance budget; projects leveraged
- aging infrastructure; fees to fix gutters sidewalks; separate grant funding
- establishment of encroachment permit fees
- LED replacement; exploring solar power; infrastructure and deferred maintenance, Governor's budget regarding maintenance districts

Municipal Utilities Director, Mel Lytle provided the proposed budget for the Municipal Utilities Department and responded to questions from the Councilmembers.

The following questions or comments were posed to staff by Council:

- Human Resources analyst; recruitment and training
- retention of qualified workers an ongoing challenge due to salary ranges
- funding for Growing Our Own Project

2. PUBLIC COMMENT*

Gary Malloy - arena and marina funding

Ned Leiba - spoke to the improvements in financial reporting

David Renison - budget page 74 C-6 proposed expenditures for Measure A; approve possible amendment of Measure A until after next committee meeting in July

4. ADJOURNMENT (7:57 PM)



Bonnie Paige, CMC
City Clerk, City of Stockton

**MINUTES
CITY COUNCIL SPECIAL - BUDGET STUDY SESSION
MEETING OF MAY 28, 2014**

City Hall - Council Chamber
425 N. El Dorado Street, Stockton Ca

1. SPECIAL STUDY SESSION CALL TO ORDER / ROLL CALL (5:31 PM)

Roll Call

Present:

Councilmember Burgos Medina
Councilmember Holman
Councilmember Miller
Councilmember Tubbs
Councilmember Zapien
Mayor Silva
Vice Mayor Canepa

The Pledge of Allegiance was led by Councilmember Zapien

3. ITEMS FOR DISCUSSION

3.1 14-0655 BUDGET STUDY SESSION

Budgets for the following departments were presented to the Council:

Legislation Text

Economic Development Director, Micah Runner provided the proposed budget for the Economic Development Department and responded to questions from the Councilmembers.

The following questions or comments were posed to staff by Council:

- clarification of where proceeds go from sale of City owned surplus property
- clarification on progress of properties linked to the dissolution of the Successor Agency
- funding for parking garage automation
- costs of the Urban Land Institute study
- clarification regarding the decrease of the Successor Agency budget
- Governor's budget to include a financing district

Deputy City Manager Laurie Montes presented the proposed budget for the Community Services Department and responded to questions from the

Councilmembers.

The following questions or comments were posed to staff by Council:

- appreciation of work done on reducing fees; asked for a list of facilities in need of repair with estimated cost to repair
- appreciation of new fee structure; entertainment venues; congratulations to library staff for efforts to improve services
- concern regarding SMG subsidy
- library fines and collections, write-offs
- clarification regarding new branch facilities and payment of City employees working in County libraries
- asked what the cost is to increase library hours and services; clarification regarding subsidies to the arena and golf courses
- would like to look further into expanding library hours, cost analysis

Community Development Director, Steve Chase provided the proposed budget for the Community Development Department and responded to questions from the Councilmembers

The following questions or comments were posed to staff by Council:

- appreciation of efforts to improve efficiency within the Community Development; inquired about a time frame for the General Plan
- appreciation of work done in the department; clarification regarding new general plan
- appreciated work done in the department; measurable results; new general plan

Deputy City Manager Laurie Montes provided the proposed budget for Non-Departmental funds and responded to questions from the Councilmembers

The following questions or comments were posed to staff by Council:

- importance of community based work; reporting structure of the proposed position through Community Partnership for Families
- clarification regarding employment with the City and connection with Community Partnership for Families

Human Resources Director, Teresia Zadroga-Haase provided the proposed budget for the Human Resources Department and responded to questions from the Councilmembers

The following questions or comments were posed to staff by Council:

- workforce diversity in the police department; difficulty recruiting for police department
- targeted recruiting; Police Department working with Human Resources on this issue; budgeting to hire a more diverse staff
- clarification regarding attorney fees; self-funding of health plan; CalPERS projections
- two long term concerns, succession planning, leadership training, suggested expanding the Workforce Diversity Committee to include development strategies

Chief Financial Officer Vanessa Burke provided the proposed budget for the Administrative Services Department and responded to questions from the Councilmembers

The following questions or comments were posed to staff by Council:

- clarification regarding staffing structure; supports quarterly reports; customer service
- vacancy savings in budget; clarification of timeline to fill vacancies
- Technology Oversight Committee members

Chief Financial Officer Vanessa Burke provided the proposed budget for Debt Service

Assistant to the City Manager Christian Clegg provided the proposed budget for Charter Offices and responded to questions from the Councilmembers

The following questions or comments were posed by staff by Council:

- clarification regarding Council support position; history regarding Council discretionary budget; opposed Council discretion funding
- clarification regarding new staff person, cost, duties, benefit to public; Council discretionary fund; opposed new position or spending fund; supported funding Shot Spotter
- opposed Council discretionary spending fund and new position; supported the funding of Shot Spotter and the Library
- clarification regarding mission critical items
- reallocating discretionary funds to mission critical items
- adding Council support position
- clarification regarding appointment of Public Information Officer

- history of Mayor's aide position

- working with Police Chief to determine expanding Shot Spotter; increase Library hours

2. PUBLIC COMMENT*

Gary Malloy - advocated making money at the arena; supports closing marina

Ned Leiba - spoke to budgetary practices

4. ADJOURNMENT (8:48 PM)



Bonnie Paige, CMC
City Clerk, City of Stockton

**MINUTES
CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY/PUBLIC
FINANCING AUTHORITY CONCURRENT
MEETING OF JUNE 24, 2014**

Council Chamber - City Hall, 425 N. El Dorado Street, Stockton, California

1. CLOSED SESSION CALL TO ORDER/ROLL CALL (4:00 PM)

Roll Call

Present:

Councilmember Holman

Councilmember Zapien

Vice Mayor Canepa

Mayor Silva

Absent:

Councilmember Burgos Medina, Councilmember Miller, and Councilmember Tubbs.

Note: Councilmembers Burgos Medina and Tubbs arrived to at 4:01 p.m.

2. ADDITIONS TO CLOSED SESSION AGENDA

None.

3. ANNOUNCEMENT OF CLOSED SESSION

3.1 14-0444 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Number of Cases: Four

Name of Case: Wells Fargo Bank v. City of Stockton (San Joaquin County Superior Court Case No. 39-2012-00277662)

Name of Case: Wells Fargo Bank, National Association, as Indenture Trustee v. City of Stockton (San Joaquin County Superior Court Case No. 39-2012-00280741)

Name of Case: In re City of Stockton, California - Debtor (United States Bankruptcy Court, Eastern District of California Case No. 2012-32118)

Name of Case: Richard Price, et al. v. City of Stockton, Redevelopment Agency, et al. (United States District Court, Eastern District Case No. CIV.S-02-0065 LKK JFM)

This Closed Session is authorized pursuant to Section 54956.9(a) of the Government Code.

3.2

14-0445 CONFERENCE WITH LABOR NEGOTIATOR

Agency Designated Representative: City Manager Kurt Wilson

Employee Organizations: Unrepresented Units, Stockton City Employees' Association, Operating Engineer's Local 3, Mid-Management/Supervisory Level Unit, Unrepresented Management/Confidential, Law Department, Stockton Police Management Association, Stockton Firefighters Local 456 International Association of Firefighters, Stockton Fire Management, Stockton Police Officers' Association (SPOA)

This Closed Session is authorized pursuant to Section 54957.6(a) of the Government Code.

3.3 14-0672 CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: One

Based on existing facts and circumstances, there is significant exposure to litigation pursuant to Government Code Section 54956.9(c).

4. PUBLIC COMMENT*

None.

5. RECESS TO CLOSED SESSION (4:01 PM)

The Council recessed to Closed Session at 4:02 pm. The Council returned from Closed Session and recessed at 4:55 pm.

6. REGULAR SESSION CALL TO ORDER/ROLL CALL (5:31 PM)

Roll Call

Present:

Councilmember Burgos Medina

Councilmember Holman

Councilmember Tubbs

Councilmember Zapien

Vice Mayor Canepa

Mayor Silva

Absent:

Councilmember Miller.

7. INVOCATION/PLEDGE TO FLAG

Councilmember Holman provided the Invocation. The Pledge of Allegiance was led by Councilmember Burgos Medina.

8. REPORT OF ACTION TAKEN IN CLOSED SESSION

City Attorney John Luebberke reported out from Closed Session that the City Council has authorized the initiation of litigation, the details of which to be made available when the matter is filed.

9. ADDITIONS TO REGULAR SESSION AGENDA**

None.

10. PROCLAMATIONS, COMMENDATIONS, OR INVITATIONS

10.1 Mayor Silva administered Oath of Office to Elizabeth Nicole Linnerman for her appointment to the 2nd District Agricultural Association, San Joaquin County Fair Board of Directors

10.2 CERTIFICATE: California Girls' State Program - Amos Alonzo Stagg High School
RECIPIENT: Fe Valencia

10.3 CERTIFICATE: California Girls' State Program - St. Mary's High School
RECIPIENT: Savannah Fisher

11. CITIZENS' COMMENTS, ANNOUNCEMENTS, OR INVITATIONS*

Ramiro Reyes - Stockton Family Fair, July 2 -6, 2014 at the County Fair Grounds; Fourth of July fireworks

Lynett Contino - spoke to animal shelter issues

Vincent Contino - spoke to animal shelter issues

Gary Malloy - opposed to the hiring of a consultant for Consolidated Plan; expressed desire to see a presentation from SMG

James Young - offered prayers to Officer Hewell's family; invited Mayor Silva to visit First Nazarene Church; volunteered to help Mayor Silva

Linda McCoy - spoke to big rigs traveling on residential streets in her neighborhood

Cynthia Gail Boyd - would like to see grocery stores on south side; spoke to 18-wheel trucks parking in residential areas; Police Report format

Tocan Nguyen - shared personal political beliefs

NOTE: City Clerk noted removal of Agenda Items 15.3 and 15.4 from New Business for further Council review and study.

12. CONSENT AGENDA

Council passed a Motion to adopt the Consent Agenda with a single vote, save items 12.7, 12.9 and 12.10 which were considered separately.

Moved by: Vice Mayor Canepa, seconded by Councilmember Burgos Medina.

Vote: Motion carried 6-0

Yes: Councilmember Burgos Medina, Councilmember Holman , Councilmember Tubbs,

Councilmember Zapien, Vice Mayor Canepa, and Mayor Silva.

Absent: Councilmember Miller.

12.1 14-0392 MOTION AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS TO BIND AND EFFECTUATE STOP LOSS COVERAGE FOR THE CITY'S SELF-INSURED MEDICAL PLANS FOR THE FISCAL YEARS 2014-15 AND 2015-16

Motion 2014-06-24-1201 authorizing the City Manager to execute all documents needed to effectuate the binding and issuance of stop loss coverage for the City's self-insured medical plans for Fiscal Years 2014-15 and 2015-16.

Legislation Text

Attachment A - Segal Stop Loss Evaluation Memorandum

Attachment B - Revised Stop Loss Renewal Proposal

Attachment C - Standard Stop Loss Disclosure Form

12.2 14-0594 APPROVE PAYMENT TO UNIVERSAL BUILDING SERVICES

Motion 2014-06-24-1202 authorizing City staff to pay two outstanding invoices for custodial services to Universal Building Services (UBS) in the amount of \$47,512.00.

It is further recommended that the motion authorize the City Manager or their designee to take appropriate actions to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - Invoice 2012-03102 - Universal Building Services

Attachment B - Invoice 2012-04102 - Universal Building Services

12.3 14-0618 REQUEST FOR PROPOSALS FOR THE PREPARATION OF THE 2015-2020 CONSOLIDATED PLAN FOR THE CITY OF STOCKTON

Motion 2014-06-24-1203:

1. Authorizing the issuance of a Request for Proposals (RFP) for the preparation of the 2015-2020 Consolidated Plan for the City of Stockton.
2. Authorizing the City Manager, or his designee, to take necessary and appropriate actions to carry out the purpose and intent of the motion.

Legislation Text

Attachment A - 2015-2020 Consolidate Plan RFP

12.4 14-0639 ADOPT A RESOLUTION DELEGATING SIGNING AUTHORITY FOR THE 457 AND 401(A) DEFERRED COMPENSATION PLANS

Resolution 2014-06-24-1204 delegating the signing authority for the City's 457 and 401 (a) plans.

Legislation Text

Proposed Resolution - Delegation of Signature Authority for Deferred Compensation Savings Plans

Approved Resolution 2014-06-24-1204

12.5 14-0642 ADOPT FINDINGS SUPPORTING AND JUSTIFYING AN EXCEPTION TO THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE PURCHASE OF A HIGH PRESSURE BREATHING AIR COMPRESSOR AND PROCUREMENT OF FIRE AND SAFETY TOOLS, EQUIPMENT AND MAINTENANCE SERVICES FROM MALLORY SAFETY AND SUPPLY LLC THROUGH US COMMUNITIES GOVERNMENT PURCHASING

Resolution 2014-06-24-1205 approving findings and justifying an exception to the competitive bidding process and authorizing the City Manager to 1) purchase a MAKO BAM08H-E3 Breathing Air Module, high pressure breathing air compressor in the amount of \$47,602 (Attachment A) from Mallory Safety and Supply LLC and 2) purchase fire, rescue, safety and emergency supplies, tools, equipment and maintenance services above the administrative threshold for the current and succeeding five fiscal years from Mallory Safety and Supply (Mallory Safety) by participating in a cooperative purchasing agreement through US Communities Government Purchasing Alliance and to take appropriate actions necessary to carry out the intent of this resolution.

Legislation Text

Attachment A - Air Compressor Quote

Proposed Resolution - Mallory Safety and Supply

Approved Resolution 2014-06-24-1205

12.6 14-0646 APPROVE PURCHASE OF ONE WOODCHIPPER TRUCK

Motion 2014-06-24-1206 and findings authorizing the purchase of one Ford F650 woodchipper truck through a National Joint Powers Alliance (NJPA) contract with Altec Industries, Inc., of Dixon, CA, in the amount of \$101,519.33.

It is further recommended that the motion authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - Purchase of One Woodchipper Truck

12.7 14-0653 REVISED TICKET DISTRIBUTION POLICY - COUNCIL POLICY 400-5

Legislation Text

Attachment A - Redline Version of Council Policy 400-5

Attachment B - Gifts - Agency Provided Tickets or Passes

Attachment C - FPPC Form 802

Proposed Resolution - Council Policy 400-5

Exhibit 1 - Council Policy 400-5 Ticket Policy for City Venues

Resolution 2014-06-24-1207 revising Council Policy 400-5 Ticket Distribution Policy, as recommended by the Legislation/Environmental Committee.

Moved by: Councilmember Zapien, seconded by Vice Mayor Canepa.

Vote: Motion carried 6-0

Yes: Councilmember Burgos Medina, Councilmember Holman , Councilmember Tubbs, Councilmember Zapien, Vice Mayor Canepa, and Mayor Silva.

Absent: Councilmember Miller.

Approved Resolution 2014-06-24-1207

12.8 14-0658 CONTRACT WITH SAN JOAQUIN COUNTY FOR AB 109 FUNDING FOR THE COMMUNITY CORRECTIONS PARTNERSHIP TASK FORCE

Motion 2014-06-24-1208 authorizing the City Manager to execute a contract with San Joaquin County to accept AB 109 funding for the Community Corrections Partnership Task Force.

Legislation Text

Attachment A - AB109 Agreement

12.9 14-0665 APPROVE CONTRACT FOR ANIMAL SHELTER KENNEL FENCING (PUR 14-010)

Legislation Text

Attachment A - Contract with Stockton Fence & Material Company - Animal Shelter Kennel Fencing (PUR 14-010)

Motion 2014-06-24-1209 to adopt the specifications for the Animal Shelter Kennel Fencing (PUR 14-010), and authorize the City Manager to execute a contract in the amount of \$66,355.53 to Stockton Fence & Material Company, of Stockton, CA.

It is further recommended that the motion authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.

Moved by: Councilmember Holman , seconded by Councilmember Zapien.

Vote: Motion carried 6-0

Yes: Councilmember Burgos Medina, Councilmember Holman , Councilmember Tubbs, Councilmember Zapien, Vice Mayor Canepa, and Mayor Silva.

Absent: Councilmember Miller.

12.10 14-0687 MOTION ACCEPTING SMG STOCKTON BUSINESS PLAN FOR FISCAL YEAR 2014-2015

Legislation Text

Attachment A - SMG Business Plan 2014-2015

Motion 2014-06-24-1210 accepting the Fiscal Year 2014-2015 Business Plan submitted by SMG (Attachment A).

Moved by: Councilmember Holman , seconded by Councilmember Burgos Medina.

Vote: Motion carried 6-0

Yes: Councilmember Burgos Medina, Councilmember Holman , Councilmember Tubbs, Councilmember Zapien, Vice Mayor Canepa, and Mayor Silva.

Absent: Councilmember Miller.

12.11 14-0707 APPROVAL OF CITY COUNCIL MINUTES

Motion 2014-06-24-1211 approving minutes from the April 14, 2014 (Special Strategic Planning Workshop) and June 4, 2014 (Special Closed Session) Council meetings.

Legislation Text

2014-06-04 Special Closed Session Minutes

2014-04-14 Special Strategic Planning Workshop Minutes

12.12

14-0722 APPOINTMENTS TO THE MEASURE W OVERSIGHT COMMITTEE

Resolution 2014-06-24-1212 ratifying the Mayor's selections to fill four vacancies on the Measure W Oversight Committee.

Legislation Text

Attachment A - Redacted Applications

Proposed Resolution - Measure W Appointments

Approved Resolution 2014-06-24-1212

12.13 14-0735 APPROVAL OF COMMITTEE MINUTES

Motion 2014-06-24-1213 approving minutes from the May 21, 2014 Council Legislation/Environmental Committee meeting

Legislation Text

2014-05-21 Legislation-Environmental Committee Minutes

13. ADMINISTRATIVE MATTERS

14. UNFINISHED BUSINESS

NOTE: City Clerk noted removal of Agenda Items 15.3 and 15.4 from New Business for further Council review and study.

15. NEW BUSINESS

15.6 14-0666 LOAN TO DFA DEVELOPMENT, LLC FOR THE CAL WEBER 40 PROJECT LOCATED AT 506 AND 520 EAST WEBER AVENUE

Legislation Text

Attachment A - Vicinity Map

Attachment B - Rendering

Proposed Resolution - Cal Weber Project

Powerpoint Presentation

Document filed by Joy Neas

Public comment heard from Gary Malloy.

Resolution 2014-06-24-1506:

1) Approving a \$2,500,000 federal and state funded loan to DFA Development, LLC (DFA) to assist with the renovation of two structures located at 506 and 520 East Weber

Avenue into a mixed use project which will include 40 housing units, to be known as Cal Weber 40;

- 2) Approving the sale of the property at 30 North California Street to DFA and finding that the sale is in the best interest of the City;
- 3) Approving a lease for air rights over the Lot K parking lot, located at 25 North American Street;
- 4) Approving the allocation of 39 low-income housing units to the Cal Weber 40 project pursuant to Article XXXIV of the California Constitution;
- 5) Authorizing a budget revenue increase and appropriation of \$1,005,000 from federal Housing and Urban Development funds (HUD) to fund part of this project; and
- 6) Authorizing the City Manager, or his designee, to take whatever actions are necessary and appropriate to carry out the intent of this resolution.

Moved by: Councilmember Burgos Medina, seconded by Councilmember Holman .

Vote: Motion carried 6-0

Yes: Councilmember Burgos Medina, Councilmember Holman , Councilmember Tubbs, Councilmember Zapien, Vice Mayor Canepa, and Mayor Silva.

Absent: Councilmember Miller.

Approved Resolution 2014-06-24-1506

15.1 14-0721 APPOINTMENT TO THE STOCKTON CIVIL SERVICE COMMISSION

Legislation Text

Attachment A - Press Release and Vacancy Notices

Attachment B - Redacted Applications

Proposed Resolution - Stockton Civil Service-Equal Employment Commission Appointment

Resolution 2014-06-24-1501 appointing Annette Sanchez to fill the vacancy on the Civil Service Commission for a term commencing on July 1, 2014 and ending June 30, 2017.

Moved by: Councilmember Burgos Medina, seconded by Councilmember Zapien.

Vote: Motion carried 6-0

Yes: Councilmember Burgos Medina, Councilmember Holman , Councilmember Tubbs, Councilmember Zapien, Vice Mayor Canepa, and Mayor Silva.

Absent: Councilmember Miller.

15.2 14-0671 MOTION AUTHORIZING AMENDMENT TO AGREEMENT WITH FAMILY RESOURCE AND REFERRAL CENTER OF SAN JOAQUIN FOR OPERATION OF THE GARY AND JANICE PODESTO TEEN CENTER

Legislation Text

Attachment A - Amendment to Podesto Teen Center Operational Agreement

Attachment B - Original Podesto Teen Center Operational Agreement

Motion 2014-06-24-1502 approving and authorizing a first amendment to the Agreement with Family Resource and Referral Center of San Joaquin for the Operation of the Gary and Janice Podesto Impact Teen Center (Attachment A) and the City Manager to take appropriate actions to carry out the purpose and intent of the motion.

Moved by: Vice Mayor Canepa, seconded by Councilmember Holman .

Vote: Motion carried 6-0

Yes: Councilmember Burgos Medina, Councilmember Holman , Councilmember Tubbs, Councilmember Zapien, Vice Mayor Canepa, and Mayor Silva.

Absent: Councilmember Miller.

15.3 ~~14-0141 AMENDMENTS TO THE STOCKTON MUNICIPAL CODE CONCERNING THE HOLDING PERIODS FOR ANIMALS FOUND AT LARGE AND OTHER AMENDMENTS TO THE ANIMAL SERVICES ORDINANCE~~

~~Adopt an ordinance amending the Stockton Municipal Code (1) to conform to existing State law the number of days that an animal must be held at the Shelter before it may be adopted/transferred out or euthanized, (2) to provide discretion to Animal Shelter personnel whether to accept owner surrendered animals, (3) to allow "community cats" to be exempt from the Animal Ordinance and (4) to make other amendments to the Animal Services Ordinance to conform to State law.~~

Legislation Text

Attachment A - Redline Animal Control Ordinance

Proposed Ordinance - Animal Control

Note: Item 15.3 was removed from New Business for further Council review and study.

15.4 ~~14-0685 TEMPORARY SUSPENSION OF ANIMAL ADOPTION FEES AND AUTHORIZING CITY STAFF TO REDUCE OR ELIMINATE ANIMAL ADOPTION FEES FOR 120 DAYS~~

~~It is recommended that the City Council adopt a resolution, temporarily suspending fees outlined in the City's Fee Schedule for adopting animals at the Animal Shelter and authorizing the Interim Animal Services Manager, in conjunction with Police Command Staff, to set and adjust fees during this temporary period as part of a pet adoption program promotion, including setting reduced fees or eliminating fees entirely for pet adoption.~~

Legislation Text

Attachment A - Promotional Adoption Fees Scenario Analysis

Proposed Resolution - Temporary Suspension of Animal Adoption Fees

Note: Item 15.4 was removed from New Business for further Council review and study.

15.5 14-0476 APPROVE THE CITY OF STOCKTON'S OFFICE AND INDUSTRIAL SALES TAX INCENTIVE PROGRAM

Legislation Text

Attachment A - Office and Industrial Incentive Program (Sample Agreement)

Proposed Resolution - Office and Industrial Incentive Program

Exhibit 1 - Office and Industrial Incentive Program

Powerpoint Presentation

Resolution 2014-06-24-1505:

1. Approving the Office and Industrial Sales Tax Incentive Program; and
2. Authorizing the City Manager to take necessary and appropriate actions to carry out the purpose and intent of the resolution.

Moved by: Vice Mayor Canepa, seconded by Councilmember Tubbs.

Vote: Motion carried 6-0

Yes: Councilmember Burgos Medina, Councilmember Holman , Councilmember Tubbs, Councilmember Zapien, Vice Mayor Canepa, and Mayor Silva.

Absent: Councilmember Miller.

Approved Resolution 2014-06-24-1505

15.7 14-0690 ADOPTION OF THE CITY COUNCIL STRATEGIC TARGETS AND PRIORITY GOALS

Legislation Text

Attachment A - Stockton FY 2014-15 Strategic Work Plan.doc

Attachment A1 - Final Executive Report - Stockton Strategic Planning Session 2014.pdf

Attachment B - Strategic Initiatives Final Status Update

Powerpoint Presentation

Motion 2014-06-24-1507 adopting the Strategic Targets and Priority Goals outlined in the FY 2014-15 Council Strategic Work Plan (Attachment A).

Moved by: Councilmember Holman , seconded by Vice Mayor Canepa.

Vote: Motion carried 6-0

Yes: Councilmember Burgos Medina, Councilmember Holman , Councilmember Tubbs, Councilmember Zapien, Vice Mayor Canepa, and Mayor Silva.

Absent: Councilmember Miller.

16. HEARINGS***

- 16.1 **14-0732 PUBLIC HEARING ADOPTING THE PROPOSED FISCAL YEAR 2014-2015 ANNUAL BUDGET (WITH REVISIONS); APPROVING THE 2014-2019 CAPITAL IMPROVEMENT PLAN; APPROVING THE FY 2014-2015 FEE SCHEDULE; APPROVING THE FY 2014-2015 CALIFORNIA CONSTITUTIONAL APPROPRIATIONS LIMIT; AND ADOPTING THE FY 2014-2015 ANNUAL BUDGET FOR THE SUCCESSOR AGENCY TO THE FORMER STOCKTON REDEVELOPMENT AGENCY**

Legislation Text

Proposed Resolution - FY 2014-15 Annual Budget

Exhibit 1 - Revised Budget Pages

Exhibit 2 - Personnel Listing FY 2014-15 rev 6-11-14

Proposed Resolution - Successor Agency FY 2014-15 Annual Budget

Exhibit 1 - 2014-15 Proposed Budget_6xx Successor Agency 6-16-14

Powerpoint Presentation

Affidavits of posting, mailing and/or publication were filed in the office of the City Clerk.

Conducted a public hearing with public comment from Gary Malloy and John Beckman.

Upon conclusion, the City Council passed **Resolution 2014-06-24-1601** adopting the Fiscal Year 2014-2015 Annual Budget as part of the City's Pendency Plan (while under protection

of bankruptcy), and also adopts the Proposed 2014-2019 Capital Improvement Plan, the Proposed FY 2014-2015 Fee Schedule and the FY 2014-2015 California Constitutional (Gann) Appropriations Limit.

Moved by: Councilmember Zapien, seconded by Vice Mayor Canepa.

Vote: Motion carried 6-0

Yes: Councilmember Burgos Medina, Councilmember Holman , Councilmember Tubbs, Councilmember Zapien, Vice Mayor Canepa, and Mayor Silva.

Absent: Councilmember Miller.

Approved Resolution 2014-06-24-1601

Successor Agency to the former Stockton Redevelopment Agency (Successor Agency) approved **Resolution SA 2014-06-24-1601** that:

Adopts the Fiscal Year 2014-2015 Annual Budget for the Successor Agency to the former Stockton Redevelopment Agency (Exhibit 1 to the resolution).

Moved by: Councilmember Zapien, seconded by Councilmember Holman .

Vote: Motion carried 6-0

Yes: Councilmember Burgos Medina, Councilmember Holman , Councilmember Tubbs, Councilmember Zapien, Vice Mayor Canepa, and Mayor Silva.

Absent: Councilmember Miller.

Approved Resolution SA 2014-06-24-1501

17. COUNCIL COMMENTS

Councilmember Zapien - reported on trade mission to China; efforts to promote literacy in Stockton; update on issues before the Legislation/Environmental Committee

Vice Mayor Canepa - suggested that the City Council close the meeting in honor of Officer Scott Hewell; Wells Fargo grants to Stocktonians Taking Action to Neutralize Drugs (S.T.A.N.D.) and Visionary Homes to improve affordable housing within the community; Code Enforcement follow ups to citizen complaints; participation in Olympic Day; Debbie Holmerud Lincoln High principal announced her retirement; AseraCare Butterfly Memorial Event

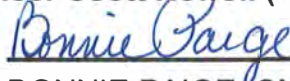
Councilmember Tubbs - congratulated graduating classes at Wilhelmina Henry Elementary School and Fillmore Elementary School; book club at Maya Angelou Library for 6th-8th graders; thanked Housing Authority, United Way, Visionary Homes for efforts at Stocktonians Taking Action to Neutralize Drugs (S.T.A.N.D.) events; report on My Brother's Keeper

Councilmember Burgos Medina - spoke in favor of closing the meeting in honor of Officer Scott Hewell; noted pictures of animals at the Animal Shelter on the City's

website and Facebook page; invitation to 4th of July parade; spoke to activities in the downtown area

Mayor Silva - activity of the City Council in the community; spoke to the memorial of Officer Scott Hewell

18. ADJOURNMENT in honor of Police Officer Scott Hewell (6:53 PM)



BONNIE PAIGE, CMC
CITY CLERK, CITY OF STOCKTON

12.7 14-0926 APPROVE THE MAYOR’S YOUTH COMMISSION’S “TURN UP AT THE POINT” SPECIAL EVENT AS A CITY PRODUCED EVENT

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a motion to approve the Mayor's Youth Commission's "Turn Up at the Point" special event as a City event and authorize expenditures in support of this event in an amount not to exceed \$6,000 to be allocated from the City Council Strategic Priorities funding. It is further recommended that this motion also authorize the City Manager to take other action that is necessary to carry out the intent of the motion, including entering into contracts and carrying out financial transactions in support of the event.

Department: City Manager



City of Stockton

Legislation Text

File #: 14-0926, **Version:** 1

APPROVE THE MAYOR'S YOUTH COMMISSION'S "TURN UP AT THE POINT" SPECIAL EVENT AS A CITY PRODUCED EVENT

RECOMMENDATION

It is recommended that the City Council adopt a motion to approve the Mayor's Youth Commission's "Turn Up at the Point" special event as a City event and authorize expenditures in support of this event in an amount not to exceed \$6,000 to be allocated from the City Council Strategic Priorities funding. It is further recommended that this motion also authorize the City Manager to take other action that is necessary to carry out the intent of the motion, including entering into contracts and carrying out financial transactions in support of the event.

Summary

The Mayor's Youth Commission is proposing to hold a youth oriented event on Saturday, August 16, 2014 at Weber Point from 3:00 pm - 11:00 pm. The event will include activities for youth (ages 13-17), food vendors and live musical performances. This event will be open to the public, although the activities are geared to the teen audience and there will be a \$5 entrance fee per person. The fees collected will be used to offset the cost for the event. This event will be supported by volunteers, the City Manager's Office, and the Community Services Department.

DISCUSSION

Background

The Mayor's Youth Commission is comprised of youth representatives from across the City of Stockton. The goal of the commission is to promote safe and fun youth events and activities as a viable option for the community. The Mayor has requested that the City adopt a motion to approve "Turn Up at the Point" as a City produced event including providing financial support and coordination efforts.

Present Situation

The special event will provide the City's youth with a fun and safe event at Weber Point. The Mayor's Youth Commission developed a list of activities for the event that is being reviewed by City staff to ensure safety, mitigate risk and manage cost. This event will be required to follow the same risk mitigation and safety requirements as any other special event produced by the City. This event will require City staff time to process insurance requirement approvals, inspect for health and safety requirements, provide set-up and clean-up services, address security needs, provide portable restrooms and wash stations and various other special event functions.

Typically, the City prefers to budget in advance for this type of special event. However, the Mayor presented this item to City staff recently and it was not able to be incorporated during the budgeting process. This special event does align with the City Council Strategic Target of Youth and while a recommendation for allocating the Strategic Priorities Funding of the City Council is currently being developed, given the pending event timeline, staff has developed a recommendation that will allow the event to move forward while managing costs and mitigating risks as a City produced event. In the future, staff recommends hosting similar events by working well in advance in collaboration with the Teen Center and the City's Youth Advisory Commission.

FINANCIAL SUMMARY

The event will cost approximately \$6,000 in City services for processing special event requirements, providing security, and other various coordination efforts. It is proposed that the event be paid for through the Strategic Priorities funding. The budget of \$6,000 for this event will be transferred from the Council Strategic Priorities General Fund account 010-0131-510 to the Recreation Department's Youth Events account 044-3646-590. All revenues received through the entrance fee will be recorded in 044-3646-379 and will be spent on costs for this activity.

**12.8 14-0933 APPROVE FINDINGS JUSTIFYING AN EXCEPTION TO THE
COMPETITIVE BIDDING PROCESS TO ALLOW SMG TO ENTER
INTO A CONTRACT WITH AMERICAN CHILLER SERVICE FOR THE
REPAIR OF THE HVAC AT THE STOCKTON ARENA**

Recommended Action: RECOMMENDATION

It is recommended that the City Council approve by motion findings for an exception to the competitive bidding process to allow SMG to enter into a contract with American Chiller Services in the amount of \$86,000 for the repair of the HVAC at the Stockton Arena which was approved in the 2014-2019 Capital Improvement Plan.

Department: Community Services



City of Stockton

Legislation Text

File #: 14-0933, Version: 1

APPROVE FINDINGS JUSTIFYING AN EXCEPTION TO THE COMPETITIVE BIDDING PROCESS TO ALLOW SMG TO ENTER INTO A CONTRACT WITH AMERICAN CHILLER SERVICE FOR THE REPAIR OF THE HVAC AT THE STOCKTON ARENA

RECOMMENDATION

It is recommended that the City Council approve by motion findings for an exception to the competitive bidding process to allow SMG to enter into a contract with American Chiller Services in the amount of \$86,000 for the repair of the HVAC at the Stockton Arena which was approved in the 2014-2019 Capital Improvement Plan.

Summary

SMG, the Facility Manager for four downtown Stockton entertainment venues (Stockton Arena, Stockton Ballpark, Bob Hope Theatre and Oak Park Ice Arena), is responsible for repairs, maintenance, and capital improvements at the venues. The Capital Improvement Plan Budget approved by Council included repairs and maintenance projects for the entertainment venues. One of the approved projects is an upgrade and retrofit of the energy management system at the Arena. Staff is recommending that Council approve a motion to accept findings for an exception to the City's competitive bidding process to allow a contract between SMG and American Chiller Services (ACS) in the amount of \$86,000.

DISCUSSION

Background

The Stockton Arena opened in 2005. On January 25, 2011, the City Council approved a Facilities Management Agreement via Resolution 11-0022 with SMG for the operation and maintenance of four Downtown Entertainment Venues in Stockton: Stockton Arena, Stockton Ballpark, Bob Hope Theatre and Oak Park Ice Arena. The first SMG Capital Improvement Plan was funded by Council in FY 2011-2012, but most of the funding was eliminated during a fiscal emergency. No Capital Improvement Projects were recommended for funding in FY 2012-2013. In Fiscal Year 2013-2014, the Capital Improvement Plan and budget approved by City Council on June 25, 2013, included \$327,000 for repairs and improvements at the four entertainment venues. On December 3, 2013, the CIP was amended to include an emergency repair by ACS for the variable frequency drive, scheduled repair of the Chiller #2, and replacement of water pumps to the system. In Fiscal Year 2014-2015, the Capital Improvement plan and budget approved by City Council on June 24, 2014 included \$230,000 for repairs and improvements at the four entertainment venues, including this upgrade and retrofit of the energy management system at the Arena, consisting of repairs to the electronic controls for mechanical systems (continuously heat or cool the building and maintain ice conditions) and related components.

Present Situation

In July 2014, the Stockton Arena building HVAC automation system/chiller plant experienced a partial failure, requiring the staff to manually operate the system which increases utility costs as well as challenges staff to manually operate the system without overtaxing the system (which creates a higher potential for total system failure). While SMG notified the City that the electronic controls were failing, SMG did not anticipate the partial failure in July. Components of the system are outdated, incomplete, and no longer supported. Without an upgrade and replacement, some system components will not work, and others require manual control which causes unnecessary wear and tear on the Chillers and HVAC units. This system impacts building conditions, guest comfort during events, and if it fails, may result in event cancellations or rescheduling and will impact SMG's ability to make ice.

Capital and Maintenance Expenditures

Capital project contracts under SMG operate somewhat differently than the standard City process. The City Council-approved Facilities Management Agreement gives SMG the duty and responsibility to negotiate, execute, and perform all contracts/use agreements for operation of the facility; select and coordinate maintenance; and enter into material contracts with City approval. It is the City's responsibility to exercise oversight and review internal controls when large expenditures for repairs and capital projects are planned at the entertainment venues. It is not intended for the City to directly manage the process as SMG is the building manager and industry specialist. It is expected that SMG will follow a competitive process in line with City purchasing requirements. City Public Works staff and SMG facility staff work cooperatively throughout the Capital Improvement Plan process from project proposal through bidding and completion.

SMG has the authority to enter into vendor contracts and exercised its authority by completing a competitive bid process for HVAC repairs resulting in contract award to ACS as the successful vendor in 2011.. ACS currently holds the regular maintenance contract for the system and also warranties repair work completed last fiscal year. Work by another vendor will impact the current warranties on the system. Contracting with ACS would also allow them to conduct weekly or monthly maintenance to monitor these repairs. In addition to consideration given to the existing warranties and maintenance contract, an even more important consideration is the urgency of the project. With the loss of efficiencies, wear and tear on equipment and potential failure of the HVAC system, it is necessary to immediately move forward with repairs. Given the knowledge of the equipment and system by ACS and their ability to immediately begin repairs, staff recommends that an exception to the competitive bidding process be granted.

Findings

Stockton Municipal Code section 3.68.070 requires findings as an exception to the competitive bidding process. The findings are as follows:

1. SMG has a duty and obligation to manage the facility and enter into material contracts with City oversight approval;
2. SMG conducted a competitive process to establish a preferred vendor agreement with ACS pursuant to the Management Agreement;

3. SMG conducted a competitive process last fiscal year for other HVAC repairs and ACS was awarded the contract as the lowest bidder;
4. ACS currently holds warranties for repairs completed last year which will be void if work is conducted by another vendor;
5. There is considerable urgency to move forward with necessary repairs to avoid complete HVAC system failure, to avoid unnecessary wear and tear and to manage utility and staffing costs;
6. There is urgency to move forward with necessary repairs to improve customer experience at the Arena and avoid potential event cancellation; and
7. ACS has unique knowledge, expertise and availability to immediately begin the necessary repairs.

FY 2014-18 Capital Improvement Plan (CIP) Budget

SMG manages the Stockton Arena and Ballpark and is responsible for all maintenance and repair activities. Large repair and capital improvement projects are included in the City's annual CIP Budget to maintain the City's oversight of large projects at City-owned facilities. The FY 2014-2015 CIP appropriations for the entertainment venues, listed in the 2014-2019 Adopted Capital Improvement Plan Budget, consist of \$230,000 for prioritized projects and contingencies, including a chiller facility project which encompasses this upgrade and retrofit of the HVAC energy management system at the Arena.

FINANCIAL SUMMARY

SMG solicited a proposal from ACS to repair the HVAC and received a quote in the amount of 86,000. A budget of \$230,000 was appropriated to the Entertainment Venues Capital Improvement account 086-3020-640 in FY 2014-2015 for this and other repairs and improvements to the four Stockton entertainment venues designated by project number PW1406. Resources allocated in project number PW1406 for the chiller facility project are sufficient to pay for the cost of this HVAC repair.

12.9 14-0949 **APPROVE REVISED MAYORAL APPOINTMENT TO THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY**

Recommended Action: RECOMMENDATION

Adopt a resolution amending the Mayoral Appointment to the San Joaquin Area Flood Control Agency.

Department: City Clerk

Attachments: [Attachment A - City Council Committee Roster - Redline Version](#)

[Proposed Resolution - Mayoral Appointments to Council Committees](#)

[Exhibit 1 - City Council Committee Roster](#)



City of Stockton

Legislation Text

File #: 14-0949, Version: 1

APPROVE REVISED MAYORAL APPOINTMENT TO THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

RECOMMENDATION

Adopt a resolution amending the Mayoral Appointment to the San Joaquin Area Flood Control Agency.

DISCUSSION

Charter Article XI, Section 1102 states that the Mayor has the power and duty to appoint members to advisory boards and commissions. The Charter requires that such appointments be made with the advice and consent of the City Council.

It has become necessary to revise the appointments to the San Joaquin Area Flood Agency, removing Mayor Silva as a member and appointing Councilmember Burgos Medina as the member.

FINANCIAL SUMMARY

There is no financial impact to this change.

Attachment A - Redline version of Committee Roster

**Mayor's Appointments With Council Concurrence (Resolution Required)
Appointments Good For Two-Year Terms Unless Otherwise Noted**

Audit	Paul Canepa, Chair Michael Tubbs, Vice Chair Elbert Holman, Member Dyane Burgos, Alternate Member
Budget/Finance/Economic Development	Paul Canepa, Chair Michael Tubbs, Vice Chair Elbert Holman, Member vacant, Alternate Member
Community Improvement and Crime Prevention	Elbert Holman, Chair Dyane Burgos, Vice Chair Moses Zapien, Member Michael Tubbs, Alternate Member
Legislation/Environmental	Moses Zapien, Chair Dyane Burgos, Vice Chair Michael Tubbs, Member Elbert Holman, Alternate Member
Water	Katherine Miller, Chair Dyane Burgos, Vice Chair Moses Zapien, Member Elbert Holman, Alternate Member

Ad-Hoc Committee Mayor Appointment

Ad Hoc Committees are established for one year terms subject to extension by Resolution

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Advisory Committee

Climate Action Plan Advisory Committee	No Councilmembers Appointed (Approved by Council on 11/4/08 by resolution 08-0438)
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Mayor's Appointments with Council Concurrence

Abandoned Vehicle Abatement Service Authority Board for San Joaquin County	Elbert Holman Moses Zapien
California State University Stockton Center Site Authority	Anthony Silva Dyane Burgos Moses Zapien
City County Coordinating Committee	Michael Tubbs Anthony Silva
City-County-Port Liaison	Anthony Silva
City-County-Transit District Liaison	Katherine Miller Elbert Holman
City of Stockton and Lincoln Unified School District "2x2" Joint Committee	Katherine Miller Paul Canepa
City of Stockton and Lodi Unified School District "2x2" Joint Committee	Anthony Silva Elbert Holman
City of Stockton and Manteca Unified School District "2x2" Joint Committee	Anthony Silva Michael Tubbs
City of Stockton and Port of Stockton "3x3" Joint Committee	Anthony Silva Michael Tubbs Moses Zapien

Mayor's Appointments with Council Concurrence

City of Stockton and Stockton Unified School District "3x3" Joint Committee	Anthony Silva Moses Zapien Michael Tubbs
Delta Coalition	Katherine Miller, Chair Moses Zapien
Delta Protection Commission	Katherine Miller
League of California Cities Central Valley Division Executive Committee	Anthony Silva Katherine Miller, Alternate Member
League of California Cities Legislative Liaison	Katherine Miller - Senator Cathleen Galgiani Dyane Burgos – Assemblymember Susan Talamantes Eggman
Lodi-County-Stockton Greenbelt/I-5 Planning Committee	Dyane Burgos Elbert Holman
Mokelumne River Water and Power Authority Policy Committee	Katherine Miller Dyane Burgos
Northeastern San Joaquin County Groundwater Banking Authority	Moses Zapien Katherine Miller, Alternate Member Director of MUD, Second Alternate Member
San Joaquin Area Flood Control Agency	Katherine Miller, Vice Chair Anthony Silva Silva Medina, Dyane Burgos Medina Member Elbert Holman, Alternate Member Dyane Burgos Medina, Alternate Member
San Joaquin County Council of Governments Board	Anthony Silva Elbert Holman Moses Zapien Paul Canepa, Alternate Member
*San Joaquin County Flood Control and Water Conservation District – Advisory Water Commission	Elbert Holman Dyane Burgos, Alternate Member Director of MUD, Second Alternate Member
San Joaquin County Integrated Waste Management Task Force	Dyane Burgos vacant, Alternate Member
**San Joaquin Regional Rail Commission	Katherine Miller
San Joaquin Partnership Board of Directors	Anthony Silva
San Joaquin Valley Air Pollution Control District Board	Anthony Silva
San Joaquin Valley Air Pollution Control District City Selection Committee	Anthony Silva vacant, Alternate Member
***Stockton Convention and Visitors Bureau (SCVB)	Katherine Miller (Ex Officio member)
Stockton Parks & Recreation Commission	Anthony Silva

*(Appointment to be made by County Board of Supervisors with recommendation from Stockton City Council. Expiration date pending confirmation by the Board.)

** (Appointment made by the San Joaquin Council of Governments)

*** (Board appoints with recommendation from City Council)

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPROVING A REVISION TO THE MAYORAL APPOINTMENTS TO THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS
FOLLOWS:

1. The Mayoral Appointments to the San Joaquin Area Flood Control Agency have been revised as follows: Councilmember Dyane Burgos Medina, Member and Councilmember Elbert H. Holman, Alternate and are hereby approved as set forth on Exhibit 1 attached hereto and incorporated by this reference.

PASSED, APPROVED, and ADOPTED August 12, 2014

ANTHONY SILVA, Mayor
of the City of Stockton

ATTEST:

BONNIE PAIGE, City Clerk
of the City of Stockton

**Mayor's Appointments With Council Concurrence (Resolution Required)
Appointments Good For Two-Year Terms Unless Otherwise Noted**

Audit	Paul Canepa, Chair Michael Tubbs, Vice Chair Elbert Holman, Member Dyane Burgos, Alternate Member
Budget/Finance/Economic Development	Paul Canepa, Chair Michael Tubbs, Vice Chair Elbert Holman, Member vacant, Alternate Member
Community Improvement and Crime Prevention	Elbert Holman, Chair Dyane Burgos, Vice Chair Moses Zapien, Member Michael Tubbs, Alternate Member
Legislation/Environmental	Moses Zapien, Chair Dyane Burgos, Vice Chair Michael Tubbs, Member Elbert Holman, Alternate Member
Water	Katherine Miller, Chair Dyane Burgos, Vice Chair Moses Zapien, Member Elbert Holman, Alternate Member

Ad-Hoc Committee Mayor Appointment

Ad Hoc Committees are established for one year terms subject to extension by Resolution

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Advisory Committee

Climate Action Plan Advisory Committee	No Councilmembers Appointed (Approved by Council on 11/4/08 by resolution 08-0438)
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Mayor's Appointments with Council Concurrence

Abandoned Vehicle Abatement Service Authority Board for San Joaquin County	Elbert Holman Moses Zapien
California State University Stockton Center Site Authority	Anthony Silva Dyane Burgos Moses Zapien
City County Coordinating Committee	Michael Tubbs Anthony Silva
City-County-Port Liaison	Anthony Silva
City-County-Transit District Liaison	Katherine Miller Elbert Holman
City of Stockton and Lincoln Unified School District "2x2" Joint Committee	Katherine Miller Paul Canepa
City of Stockton and Lodi Unified School District "2x2" Joint Committee	Anthony Silva Elbert Holman
City of Stockton and Manteca Unified School District "2x2" Joint Committee	Anthony Silva Michael Tubbs
City of Stockton and Port of Stockton "3x3" Joint Committee	Anthony Silva Michael Tubbs Moses Zapien

Mayor's Appointments with Council Concurrence	
City of Stockton and Stockton Unified School District "3x3" Joint Committee	Anthony Silva Moses Zapien Michael Tubbs
Delta Coalition	Katherine Miller, Chair Moses Zapien
Delta Protection Commission	Katherine Miller
League of California Cities Central Valley Division Executive Committee	Anthony Silva Katherine Miller, Alternate Member
League of California Cities Legislative Liaison	Katherine Miller - Senator Cathleen Galgiani Dyane Burgos – Assemblymember Susan Talamantes Eggman
Lodi-County-Stockton Greenbelt/I-5 Planning Committee	Dyane Burgos Elbert Holman
Mokelumne River Water and Power Authority Policy Committee	Katherine Miller Dyane Burgos
Northeastern San Joaquin County Groundwater Banking Authority	Moses Zapien Katherine Miller, Alternate Member Director of MUD, Second Alternate Member
San Joaquin Area Flood Control Agency	Katherine Miller, Vice Chair Dyane Burgos Medina, Member Elbert Holman, Alternate Member
San Joaquin County Council of Governments Board	Anthony Silva Elbert Holman Moses Zapien Paul Canepa, Alternate Member
*San Joaquin County Flood Control and Water Conservation District – Advisory Water Commission	Elbert Holman Dyane Burgos, Alternate Member Director of MUD, Second Alternate Member
San Joaquin County Integrated Waste Management Task Force	Dyane Burgos vacant, Alternate Member
**San Joaquin Regional Rail Commission	Katherine Miller
San Joaquin Partnership Board of Directors	Anthony Silva
San Joaquin Valley Air Pollution Control District Board	Anthony Silva
San Joaquin Valley Air Pollution Control District City Selection Committee	Anthony Silva vacant, Alternate Member
***Stockton Convention and Visitors Bureau (SCVB)	Katherine Miller (Ex Officio member)
Stockton Parks & Recreation Commission	Anthony Silva
*(Appointment to be made by County Board of Supervisors with recommendation from Stockton City Council. Expiration date pending confirmation by the Board.)	
**(Appointment made by the San Joaquin Council of Governments)	
*** (Board appoints with recommendation from City Council)	

**15.1 14-0773 RESPONSE TO 2013 - 2014 CIVIL GRAND JURY FINAL REPORT
FOR CITY OF STOCKTON AND THE BROWN ACT, CASE NO. 1113**

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt by motion action the City of Stockton's Response to the 2013 - 2014 Civil Grand Jury Report for Investigating Case No. 1113 relating to the Brown Act; and direct the City Manager to sign the response on behalf of the City and to transmit the response to the Presiding Judge of the Superior Court of San Joaquin County.

Department: City Manager

Attachments: [Attachment A - 2013-2014 Grand Jury Report Stockton City Council](#)

[Attachment B - Response Letter - Stockton CC and the Brown Act 2014-08-12](#)



City of Stockton

Legislation Text

File #: 14-0773, Version: 1

RESPONSE TO 2013 - 2014 CIVIL GRAND JURY FINAL REPORT FOR CITY OF STOCKTON AND THE BROWN ACT, CASE NO. 1113

RECOMMENDATION

It is recommended that the City Council adopt by motion action the City of Stockton's Response to the 2013 - 2014 Civil Grand Jury Report for Investigating Case No. 1113 relating to the Brown Act; and direct the City Manager to sign the response on behalf of the City and to transmit the response to the Presiding Judge of the Superior Court of San Joaquin County.

Summary

The 2013-2014 Civil Grand Jury Final Report Investigation Case No. 1113 included findings and a recommendation related to City of Stockton policies, practices and procedures associated with the Brown Act and the City Manager's recruitment process. The report was issued on May 19, 2014 (Attachment A) and therefore requires a response to the Presiding Judge of San Joaquin County Superior court from the City of Stockton by August 17, 2014 to comply with the 90 days allotted to the City as a response time.

The attached letter (Attachment B) is a response prepared for Investigation Case No. 1113 relating to the Brown Act and the City Manager Recruitment and is recommended for transmittal to the Presiding Judge.

DISCUSSION

Background

On August 19, 2013, the City began a recruitment process for the soon to be vacant City Manager position. A contract was executed between the City of Stockton and Mathis Consulting Group to provide executive recruitment services for the position. On November 5, 2013 information related to a City Manager candidate was released to the media. On November 19, 2013, the City Council met with the City Attorney to discuss options related to this release of confidential closed session information.

On December 3, 2013, the City Council voted in open session to authorize the preparation of an admonishment resolution and to refer the actions to the Grand Jury. To this end, the 2013-2014 Grand Jury conducted an investigation.

Present Situation

Pursuant to California Penal Code Section 933.05, which requires a written response to the Presiding

Judge of the Superior Court within 90 days of the publication of the report, City staff investigated the issue and alternatives, and prepared the response which is included with the staff report as Attachment B.

The attached letter has been prepared as a response from the Stockton City Council as a governing body. This response does not preclude any individual member of the City Council from communicating directly to the Grand Jury on their own initiative.

FINANCIAL SUMMARY

It is anticipated that the City's Implementation of the Grand Jury recommendation can be accommodated within existing resources and will not have a financial impact. The follow-up research will be conducted by the City Auditor under the established duties and responsibilities.

Attachment A - City of Stockton Response 2013-2014 Case No. 1113 - Stockton City Council and the Brown Act: The Law Applies to Everyone

Attachment B - Response Letter to the Grand Jury for Case No. 1113

**The Superior Court**

COUNTY OF SAN JOAQUIN
222 E. WEBER AVENUE, ROOM 303
STOCKTON, CALIFORNIA 95202

TELEPHONE
(209)468-2827
WEBSITE
www.stocktoncourt.org

FOR IMMEDIATE RELEASE
Monday, May 19, 2014

2013-2014 GRAND JURY RELEASES REPORT ON STOCKTON CITY COUNCIL AND THE BROWN ACT

Today, the San Joaquin County 2013-2014 Civil Grand Jury released its report investigating the Stockton City Council (City Council). The investigation was initiated as a result of the City Council's request for the City Attorney to provide options in dealing with the current Mayor's release of information from a closed session meeting to the public without City Council authorization, as required by the Brown Act. On November 22, 2013, the City Council voted in open session to authorize the preparation of the admonishment resolution and to refer the Mayor's actions to the Grand Jury.

In the course of its investigation, the Grand Jury reviewed numerous materials, including, but not limited to: information about the Ralph M. Brown Act, training materials for new council members, City Council Handbook, e-mails to and from elected and appointed city officials, three city manager recruitment brochures, and City of Stockton Administrative Directives related to city computer security and procedures. Additionally, interviews with City Council members, the City Attorney, and others were conducted.

The Grand Jury found that the City Council's recruitment for a new city manager in 2013 was ill-managed, contentious and opened too many opportunities for self-interest parties to manipulate the process and to deliberately expose confidential information from City Council Closed Session meetings in violation of the Ralph M. Brown Act. The Mayor was admonished for releasing confidential information on one occasion. However, the Grand Jury found that there were many occasions during the recruitment period when all members of the City Council knew about violations of the Brown Act. Despite this knowledge, they did not publicly disclose the unlawful releases of confidential information even when they were aware of it weeks before the Mayor's eventual press release debacle. In addition, the investigation of this activity also led to discovery of a potential liability exposure resulting from lack of supervision and training for elected officials' volunteers regarding City computer security and procedures.

The Grand Jury concluded that all of the Council Members were aware of the confidential leak; however, took no steps to address it. While there was no legal requirement for the Council Members to take action, there was an ethical obligation. The Grand Jury believes there is an ongoing culture in Stockton City Hall, among elected and appointed officials and city employees that ignores the need for confidentiality when it suits their personal advantage.

The release of confidential information by the Mayor potentially exposed the City to substantial financial liability, subjected the City to ridicule and lowered public confidence in the City's legislative body. The Grand Jury has no authority to recommend or to take legal action against the Mayor. The Government Code provides no additional criminal or civil judicial redress for the Mayor's actions. Any action at this point rests solely with the citizens of the City of Stockton. This is not an issue that can be solved through a legal process, it is a political issue.

The Stockton City Council is required to submit a response to the Presiding Judge of San Joaquin County Superior Court within 90 days as to each finding and recommendation contained in the Grand Jury's report.

###

(Copy of report attached)

San Joaquin County Grand Jury



STOCKTON CITY COUNCIL AND THE BROWN ACT: *THE LAW APPLIES TO EVERYONE*

2013 - 2014 Case No. 1113

Summary

The Stockton City Council (City Council) conducted a recruitment for a new city manager in 2013 that was ill-managed, contentious and opened too many opportunities for self-interest parties to manipulate the process and to deliberately expose confidential information from City Council Closed Session meetings in violation of the Ralph M. Brown Act. The Mayor was admonished for releasing confidential information on one occasion. However, there were many occasions during the recruitment period when all members of the City Council knew about violations of the Brown Act. Despite this knowledge, they did not publicly disclose the unlawful releases of confidential information even when they were aware of it weeks before the Mayor's eventual press release debacle.

The investigation of this activity also led to discovery of a potential liability exposure resulting from lack of supervision and training for elected officials' volunteers regarding City computer security and procedures.

Glossary

AB 1234	Assembly Bill 1234, adopted in 2005, adding Sections 53234 through 53235.2 of the Government Code requiring local agency officials to take an ethics training course upon election or appointment and every two years during their term
Brown Act	The Ralph M. Brown Act (Government Code Sections 54950 <i>et seq.</i>) regulating the conduct of public meetings, closed session meetings and related public information requirements
<i>et seq.</i>	To include the sections that immediately follow the identified section and pertaining to the same topic
City	The City of Stockton, California
City Attorney Stockton in all	The appointed attorney representing the City Council and City of legal matters
City Charter	The Charter of the City of Stockton which establishes the general framework for the government organization, authority, and operations
City Council	Unless otherwise specified, includes the six elected council members and the mayor of the City of Stockton
City Manager	The chief executive officer hired by the Stockton City Council to administer day-to-day operations of the City
Closed Session	A meeting of a legislative body outside of public review to discuss specific actions permitted by the California Government Code
Council Member	Any of the six elected members of the Stockton City Council; does not include the mayor
Council Policy 100-6	Stockton City Council policy related to Closed Council Sessions and confidentiality of closed session information, and that unauthorized disclosures are violations of the Brown Act
DOQ	Depending on qualifications
EEO	Equal Employment Opportunity employer

FLSA	Fair Labor Standards Act, which includes employment status requiring overtime pay
LCC	League of California Cities; an association comprised of and representing the cities in California
Mayor 2012	The current mayor for the City of Stockton elected in November 2012
mayor	The separately elected mayor of the City of Stockton pursuant to the City Charter with limited and defined authority under the City's Council/Manager form of government
Section 54963 G.C.	Section of the Brown Act in the California Government Code related to the disclosure of confidential information from closed session meetings

Background

The Ralph M. Brown Act was originally adopted in 1953 to assure the public has access to information on the actions under consideration by public legislative bodies and that the actions are conducted in open public forums. In the initial legislation, and through amendments adopted over the years, provisions were included to permit the legislative bodies to meet in closed session for very specific purposes. These included personnel matters, labor negotiations, existing litigation, potential litigation and real property negotiations. The closed sessions are not open to public participation, but the general topics to be discussed must be publicly announced in advance. Also, if any final action is taken by the legislative body in closed session, the action and any vote must be reported to the public in an open meeting immediately following the closed session.

As it relates to confidentiality of closed session meetings, California Government Code Section 54963 states:

“(a) A person may not disclose confidential information that has been acquired by being present in a closed session authorized by Sections 54956.7... to a person not entitled to receive it, unless the legislative body authorizes disclosure of that confidential information.

(b) For purposes of this section, “confidential information” means a communication made in a closed session that is specifically related to the basis for the legislative body of a local agency to meet lawfully in closed session under this chapter.

(c) Violation of this section may be addressed by the use of such remedies as are currently available by law, including, but not limited to:

(1) Injunctive relief...

(2) Disciplinary action against an employee...

*(3) Referral of a member of a legislative body who has willfully disclosed confidential information in violation of this section to the grandjury.
 (d) Disciplinary action pursuant to paragraph (2) of subdivision (c) shall require that the employee in question has either received training as to the requirements of this section or otherwise has been given notice of the requirements of this section.”*

The California Attorney General’s Office has issued opinions related to the penalties and remedies available for violations of the Brown Act. Criminal misdemeanor penalties are allowed for certain violations involving a deliberate intent to deprive the public of information to which the public is entitled. Civil penalties can be granted by a court, or the action taken by the legislative body can be voided. These remedies, however, pertain to an action that had been taken by the legislative body, not the release of confidential information which is the subject of the 2013-2014 Grand Jury’s investigation.

In the course of the investigation, the Grand Jury determined that the sequence of events during the recruitment of the city manager had significant bearing on the review of information and identification of findings. Based on information provided from materials received and sworn testimony from witnesses, the following are some significant milestones related to the 2013 city manager recruitment process:

August 19, 2013	A special City Council meeting was held to interview, in open session, three firms proposing to provide executive recruitment services for hiring a new city manager.
August 28, 2013	A contract was entered into between the City of Stockton and Mathis Consulting Group to provide executive recruitment services for the city manager position.
September 18-20, 2013	League of California Cities Annual Conference was held in Sacramento, California.
October 10, 2013	City Council held a special Closed Session meeting at the City of Stockton Human Resources Department offices to interview six candidates for the city manager position. Two finalists were selected.
November 1, 2013	This was advertised as the final filing date for submitting applications for the city manager position.
November 2, 2013	City Council held a special Closed Session meeting at the Stockton Hilton to interview the two finalists for the city manager position. A final candidate was selected but the name was not released.

- November 5, 2013 City Council held a Closed Session meeting prior to the regular City Council meeting to include review of employment terms with the final candidate and approve the individual's appointment as city manager.
- November 19, 2013 The City Council met in closed session to discuss with the City Attorney options related to the Mayor's release of confidential closed session information on November 5, 2013.
- November 22, 2013 The City Council approved a resolution admonishing Mayor Anthony Silva for his conduct in disclosing confidential information from a Closed Session meeting and referred the matter to the San Joaquin County Civil Grand Jury.

Reason for Investigation

The Stockton City Council requested the City Attorney to provide options in dealing with the current Mayor's release of information from a closed session meeting to the public without City Council authorization, as required by the Brown Act. On November 22, 2013, the City Attorney provided options that included preparing a resolution of admonishment and referring the matter to the San Joaquin County Civil Grand Jury. The City Council voted in open session to authorize the preparation of the admonishment resolution and to refer the Mayor's actions to the Grand Jury. The City Council complaint was issued on that same date.

On December 3, 2013, the Stockton City Council voted five to two to adopt Resolution 2013-12-03-1502 which admonished Mayor Anthony Silva for an unauthorized release of confidential information from a closed session meeting and for violation of Council Policy 100-6.

Method of Investigation

Materials Reviewed

- Ralph M. Brown Act, California Government Code Section 54950 *et seq*
- Assembly Bill 1234
- "Open & Public IV: A Guide to the Ralph M. Brown Act", 2nd Edition, Revised July 2012, published by the League of California Cities
- September 2013 Supplement to the "Open & Public IV: A Guide to the Ralph M. Brown Act", 2nd Edition, Revised July 2012
- California Attorney General's Office 2003 handbook related to the Ralph M. Brown Act

- Training materials for new council members used by Stockton City Attorney
- City of Stockton Council Handbook
- Revised Stockton City Council Policies 100-2, 100-3 and 100-6 adopted December 2013
- E-mails to and from elected and appointed city officials
- Three city manager recruitment brochures
- Stockton City Charter
- Professional Services Contract between City of Stockton and Mathis Consulting Group dated August 28, 2013
- Press releases related to selection of new city manager
- Proposed employment term sheet from David Garcia
- Stockton City Council Resolution 2013-12-03-1502 admonishing Mayor Anthony Silva
- City of Stockton Administrative Directive IT-04 related to “E-mail access and acceptable use”
- City of Stockton Administrative Directive IT-07 related to “Internet access and acceptable use”
- City of Stockton Administrative Directive IT-09 related to “Information technology security program”
- City of Stockton Administrative Directive HR-40 related to “Fingerprinting of applicants, employees, and volunteers applying for and holding positions with the City of Stockton”

Interviews Conducted

- Stockton Council Members
- Stockton City Attorney
- Recruiter for the city manager position
- Two members of the public
- Five City of Stockton employees

Discussions, Findings, and Recommendations

1.0 Release of Confidential Closed Session Information

All members of the City Council and the Mayor received training on the requirements of the Ralph M. Brown Act. Upon election, the City Attorney briefs each member on various requirements related to their elected positions. This includes providing and discussing the League of California Cities’ (LCC) publication, *Open & Public IV: A Guide to the Ralph M. Brown Act* which includes the confidentiality of information disclosed and discussed in closed session. The briefing also includes a discussion of the Stockton City Council’s policies, of which Policy No. 100-6 “Closed Council Sessions”, Section C, very clearly states that all closed sessions are confidential and disclosure of

confidential information is a violation of the Ralph M. Brown Act and City Policy. City Council Members and the Mayor received a copy of the *Council Handbook* which contains the City Council policies.

In sworn testimony, all Council Members and the Mayor indicated they had also received other training on the Brown Act either through the LCC or other organizations. Further, Article 2.4(d) of AB 1234 requires all elected City officials to take ethics training which includes a review of open government laws, including the Brown Act. The Grand Jury reviewed the “Public Service Ethics Education Online Proof of Participation Certificate” signed by each of the Council Members and the Mayor in which they certify that they have reviewed the content of the entire online AB 1234 course. The Grand Jury found no acceptable excuse for any member of the City Council or the Mayor not knowing about the requirement for confidentiality of information discussed in all closed session meetings.

Individuals who had any involvement in the recruitment process testified that they were repeatedly advised that the names of the candidates for the position must be kept confidential. The only name that could be publicly released would be the person actually hired after City Council approval. This warning came from the recruiter and the City Attorney to make potential applicants feel comfortable about applying. Disclosure could expose the City to financial liability if an applicant was terminated from their current position as a result of the information released. All Council Members and the Mayor understood this potential exposure.

The basis for the complaint to the Grand Jury was that on November 5, 2013, local news media were provided a press release indicating that David Garcia had been hired as the City of Stockton’s new City Manager. The information was provided by the Mayor to television station KCRA Channel 3 that morning. Other news media were also provided with the information early that afternoon by the Mayor. He authorized the press release to be issued to other local news media at approximately 5:30 p.m. that day. The press release indicated that contract negotiations were complete and the new city manager would begin work in Stockton on December 16, 2013. It also stated the contract would be for five years at an annual salary of \$250,000. All of the information was based on discussions held during Closed Session meetings, and at no time did the City Council authorize (as required Section 54963(a) G.C.) the disclosure of the information. All persons present in the Closed Session meeting indicated that after it was known that Mr. Garcia’s name had been released to the press, it was clear to them that the Mayor was the source. It was stated that the closer it came to 5:30 p.m. (the normal ending time for closed session meetings before a regular City Council meeting) the more agitated the Mayor became, pressing for a final action to hire Mr. Garcia and to approve the employment terms the candidate wanted.

November 5, 2013, was not the first incident of confidential closed session information being disclosed. Council Members were approached shortly after the October 10, 2013, Closed Session meeting with inquiries and comments about the actions taken during that session. These ranged from why certain Council Members did not vote in favor of

specific applicants to the need for a specific ethnic candidate to be selected. An e-mail was sent to one Council Member from a Stockton Firefighters' Association leader. The individual indicated his support of the Mayor's preferred candidate and wrote, "I'm checking the others, but I've been told we are down to two." The Council Member responded by saying that it was "closed session stuff and I can't divulge that info." Another Council Member indicated he or she had received a text from a leader within the Stockton Police Officers Association who indicated the names of the two finalists and that the Association was in support of the Mayor's preferred candidate. Other Council Members were contacted by members of the public by phone, in person or by e-mail regarding the vote taken during the October 10, 2013, Closed Session meeting or regarding the two finalists selected. It is the observation of the Grand Jury that the majority of those individuals identified as having contacted Council Members on this issue, are known to be supporters of the Mayor on other issues. Clearly, closed session information about the recruitment had been divulged, yet it was not discussed by any Council Member, City employees or members of the public with other Council Members or with the City Attorney in an effort to stop the disclosures.

The only time the City Council authorized the release of information regarding closed session actions was after the November 2, 2013, meeting. At that meeting, the Council drafted and approved a press release related to their actions that indicated the Mayor was "...authorized to negotiate a contract with a candidate for city manager." The release appeared in the November 3, 2013, edition of *The Record*.

City staff was also part of the information disclosure scenario. As previously indicated, union representatives knew the names of the finalists. Three Council Members indicated that they were "lobbied" by City staff to support their own preferred applicant. Staff members indicated the Mayor had mentioned to them information about the final candidate prior to the November 5, 2013, Council meeting. It was determined that a volunteer working for the Mayor had a copy of the draft press release naming Mr. Garcia prior to the City Council's Closed Session meeting on November 5, 2013.

The California Attorney General's Office has issued opinions regarding violations of the Brown Act. These included the topics of criminal penalties and civil remedies for violations. The information reviewed by the Grand Jury was limited to decisions made by a legislative body in violation of open meeting laws where either required information was not provided to the public, or an action was taken without the required notifications and opportunities for public comment. The remedy outlined in the Brown Act for violations, is to expose the missteps of elected officials in the hope they will not be repeated.

Findings

F 1.1 The Mayor knowingly disclosed information regarding selection of Mr. Garcia as City Manager, prior to City Council approval, and based on discussions and actions that had occurred in legal closed sessions of the Stockton City Council. The disclosure

occurred without the authorization of the City Council as required by Government Code Section 54963(a).

F 1.2 All members of the City Council were aware that the names of the city manager candidates were known by a number of members of the public weeks in advance of the Mayor's disclosure. That information would have only been available from disclosure of closed session discussions. However, no Council Member raised a concern or took steps to address the unlawful disclosures during council meetings, closed or open.

F 1.3 The repeated release of the candidates' names to the public, contrary to expressly stated assurances by the City Council, Mayor and recruiter that the names would be kept confidential, potentially exposed the City of Stockton to significant liability.

F 1.4 The actions taken by the Mayor in violation of the Brown Act do not appear to be subject to additional criminal or civil penalties.

2.0 Recruitment for Stockton City Manager

The Grand Jury discovered that the recruitment for the city manager position was not conducted in a well-managed and controlled manner. There was consensus among those involved in the process that problems existed. Statements such as: it was not the professional level of services that we would have liked; there could have been better coordination among the parties; there seemed to be a lack of structure; and the recruiter lost control of the process were not uncommon. Most agreed the time allotted for the recruitment was very tight which may have impacted the process.

Most City Council Members had no previous experience in the recruitment of management executives in either the public or private sectors. Some of the Council Members indicated this lack of experience made them unsure of what their role could be or how the process should work. Various Federal and State laws, including the Brown Act, place specific requirements and restrictions on hiring public employees. While the lack of experience is not unusual among elected city officials, this emphasizes the importance of having knowledgeable individuals involved in the recruitment process. Some members of Stockton's management team had the experience to conduct a professional city manager recruitment. Yet, the City Council marginalized their involvement to scheduling meetings, handling the recruiter or reviewing documents.

The recruiter was selected by the City Council from among three firms that submitted a proposal to conduct the city manager recruitment. One of the reasons for the selection was the recruiter's prior work with the Stockton City Council in team building sessions. To coordinate the recruitment process with the City Council, the Mayor appointed the Vice-Mayor and a Council Member to serve with him on an ad hoc committee to work with the recruiter. The actual involvement of this committee during the process was unclear from the Grand Jury's investigation and the materials reviewed. It is clear that the Mayor took a strong personal role in the process by heading public meetings the

recruiter should have managed, arranging meetings with members of the public, and following the recruiter as he met with individuals in the community.

The Grand Jury reviewed three versions of the “official” recruitment brochure for the city manager position. City staff and the recruiter were asked to provide the Grand Jury with the brochure they used as the official version sent to interested applicants. The Mayor also provided a copy which he indicated was the official recruitment brochure. None of the three versions matched completely. The Grand Jury also noted that the official filing deadline for applications was November 1, 2013, more than three weeks after the City Council had narrowed its selection to two final candidates. The City staff-provided copy had the most discrepancies among the three. There was additional text compared to the other versions: the wording under the “Ideal Candidate” section was substantially different; there was no Master’s Degree preference indicated under qualifications; the benefits for vacation and holidays differed from the other versions; and there was no EEO employer statement, rather an FLSA exemption clause was used. The version provided by the Mayor differed in that it listed the Annual Salary as \$240,000 - \$255,000. Both other versions stated the annual salary to be \$240,000 minimum (DOQ). The minimum salary statement in these two versions was also contained in on-line advertisements for the position.

The salary became a major point of contention during the appointment process. The Grand Jury learned some Council Members believed the salary advertised was the same as that paid to the retiring city manager. Others felt the advertised salary included what Mr. Garcia was requesting. The lack of certainty about the official salary range contributed to the problem of agreeing on what were acceptable employment terms.

A number of individual interviews were held between some of the Council Members and some of the applicants. Arranged at the suggestion of the recruiter, most were held during the LCC Annual Conference in Sacramento in mid-September. Not all of the City Council Members attended the conference, nor were all of the applicants present. This prevented the entire City Council from getting a complete picture of all of the applicants. Information obtained from applicants during these meetings was not shared among the Council Members. Two City Council Members who did not attend the LCC Conference, met with two of the candidates separately after the two finalists were selected. Again, there was no sharing of information about what was learned from the separate meetings. Based on information from surveys sent to major California public sector recruitment firms, it is not common practice to have these separate individual meetings between council members and candidates. When they are requested, every effort is made to assure all council members meet with all candidates. These meetings usually involve just the few finalists.

The Mayor was very involved in the recruitment process to the extent that many of the Council Members felt he was exerting undue influence on the process and was being given too much attention by the recruiter. Section 1200 of the City Charter, which is the only section dealing with a city manager recruitment, states in part:

“The Mayor shall nominate one (1) or more candidates for Council consideration for appointment to the position of City Manager. The City Manager shall be appointed by the Council for an indefinite term and shall not be removed from office except by a vote of a majority of the members of the Council; ...”

While the Mayor has expressed the opinion that he is given the authority to select the city manager, the Charter’s language clearly states that the mayor nominates a candidate for city manager but the final decision rests with the entire City Council. The Mayor believed the Council’s vote at the November 2, 2013, Closed Session meeting was the approval to hire Mr. Garcia and that contract negotiations were merely a technicality. However, a majority of the Council Members felt that their action was only to offer the city manager position to Mr. Garcia. A final decision to hire would follow contract negotiations since no terms of employment had been discussed to that point. Since no reportable action was announced following the November 2, 2013, Closed Session meeting it is impossible for the Grand Jury to determine what occurred during that meeting.

Another aspect of the recruitment the Grand Jury found disturbing was the employment contract negotiations between the City Council and Mr. Garcia. At the November 2, 2013, meeting there was a general discussion that contract terms with Mr. Garcia would be similar to those provided to the retiring City Manager. The recruiter indicated to the City Council that he felt these terms would be acceptable to Mr. Garcia. At this point the common practice in a city manager recruitment is for the recruiter to act as the intermediary between the City and the candidate on contract terms. This avoids a potential direct negotiations conflict between potential employer and employee. However, the Mayor proposed that he and the City Attorney would handle the negotiations and the recruiter was removed from the process. The recruiter had contacted Mr. Garcia and advised that his terms of employment should be sent to the City. During the November 5, 2013, Closed Session meeting, the City Council reviewed Mr. Garcia’s proposed terms of employment. They indicated their dissatisfaction with the differences between the prior City Manager’s contract and Mr. Garcia’s proposed terms, particularly with the annual salary amount, new elements regarding additional retirement benefits and additional travel costs to Stockton. On two occasions the Mayor left the closed session meeting room to have a separate telephone conversation with Mr. Garcia regarding the proposed terms of employment. The City Attorney accompanied the Mayor on both occasions. Mr. Garcia was told by the Mayor that if he would accept the Council’s offer, it would be made up to him later. After the two telephone conversations the Mayor announced to the full City Council there would not be an agreement on contract terms between the City Council and Mr. Garcia.

Findings

F 2.1 Overall, the recruitment process for the city manager position was flawed due to a lack of clear leadership and adherence to provisions of the Request for Proposal and recruitment contract.

F 2.2 The advertised closing date for the recruitment was three weeks after the City Council met to interview candidates and select two finalists. This may have resulted in highly qualified applicants not being considered.

F 2.3 The Mayor was overly involved in the recruitment process to the detriment of a professional recruitment. This far exceeded the nominating authority contained in the City Charter.

F 2.4 The series of personal meetings between some Council Members and some applicants resulted in unfair advantages for applicants involved in the meetings.

F 2.5 Some Council members had information from personal meetings with applicants that they did not share with other Council Members.

F 2.6 The lack of experience with executive recruitments for most Council Members was a factor in the recruitment's failures.

F 2.7 The mishandling of contract negotiations may have been a substantial factor in the failure to reach agreement on employment terms.

3.0 Access to Confidential Information by Mayor's Volunteers

In the course of its investigation the Grand Jury learned that the current Mayor had a number of volunteers working for him at Stockton City Hall. Due to issues of the release of confidential information and potential liability exposure for the City, the Grand Jury determined it should investigate the Mayor's volunteers' access to City Hall computers.

The Grand Jury's investigation revealed that there have been seven to eight individuals working for the Mayor as volunteers performing various functions such as preparing certificates and attending meetings. All have access to City Hall computers. The Grand Jury could not determine if the volunteers have access to confidential e-mails or attorney-client files. The Mayor was unable to name his volunteers and did not provide those names to the Grand Jury when requested to do so. The Grand Jury received limited information about the supervision of these volunteers while in City Hall. The Mayor or the Mayor's Executive Assistant may not always be present while the volunteers are in City Hall, nor do City employees supervise them.

However, a Mayor's volunteer had access to the draft press release being prepared for possible release on November 5, 2013. This draft had confidential information on the finalist's name and employment terms based on closed session discussions.

According to City employees, volunteers do not go through an employee orientation process where they would have been advised of the City's Information Technology policies and guidelines regarding e-mails, internet access, and security (Directives Nos. IT-04, IT-07, and IT-09). New employees are required to review and sign an acknowledgement that they have read and understood the directives and policies. City staff is not always aware of who is serving as a volunteer for the Mayor. Staff escorts the volunteer to the Mayor's office based on their statement that they are working for the Mayor. Most volunteers in other City Hall departments are vetted through established community programs and have very limited access to City Hall computers and files in the course of their activities.

The City has a potential liability exposure if a volunteer using a City computer accesses confidential information and releases that information to the public. There are no controls preventing an employee with confidential access from providing an unauthorized volunteer the passwords or other codes to access confidential information, except for the training and acknowledgements of the Administrative Directives.

Findings

F 3.1 The Mayor has volunteers working out of the Mayor's City Hall office with unknown levels of supervision.

F 3.2 The City of Stockton has no policies or procedures established to provide volunteers working for a mayor or council member with instructions on City policies, procedures, and directives related to access to computer files and the internet.

F 3.3 The City of Stockton has potential liability exposure from volunteers accessing and releasing confidential information obtained through City Hall computer access.

Recommendations

R 3 That the City Council adopt an ordinance prior to October 1, 2014, requiring all volunteers working for any City elected official to undergo training through the City's Human Resources Department and Information Technology Department on the City's directives related to computer access, e-mails and security and be required to sign an acknowledgement that they understand and will comply with the directives.

Conclusion

The release of confidential information from closed sessions was persistent throughout the recruitment for Stockton's city manager position. Even before the City Council

interviewed the recruiter's short list of six candidates, names were known in City Hall and among a limited number of the public. Shortly after the October 10, 2013, Closed Session meeting when the City Council selected two finalists for further consideration, certain members of the public knew what the votes were in the closed session, who the finalists were, and very clearly who the Mayor's choice was for the city manager position. The people contacting Council Members about who they should vote for have supported Mayor Silva. All of the Council Members were aware of the confidential leak – yet took no steps to address it. While there was no legal requirement for the Council Members to take action, there was an ethical obligation. Are they not as culpable as the Mayor?

The Grand Jury believes there is an ongoing culture in Stockton City Hall, among elected and appointed officials and city employees that ignores the need for confidentiality when it suits their personal advantage. Details of closed session labor negotiations are known by employee unions before the next negotiation session. Details of sensitive financial negotiations mysteriously are known by the public and the media. Liability, unfair decisions, financial impacts and public ridicule are all potential results from violations of the Brown Act's confidentiality requirements. Changing that culture is not something that can be legislated or adjudicated. Change must come from a dedicated commitment from **ALL** elected officials and city employees. **The entire City Council needs to stop pointing fingers and start showing the public that it is serious about confidentiality requirements!**

The release of confidential information by the Mayor potentially exposed the City to substantial financial liability, subjected the City to ridicule and lowered public confidence in the City's legislative body. The Grand Jury has no authority to recommend or to take legal action against the Mayor. The Government Code provides no additional criminal or civil judicial redress for the Mayor's actions.

A professionally conducted recruitment of a city manager is a process that works as confirmed by the hundreds of recruitments that occur each year in California and throughout the United States. The Stockton City Council left those on staff with experience in executive recruitment out of the process. It hijacked a professional recruiter's efforts to the point the recruitment was not effective. Why did the elected officials not leave the details of a matter as important to a community as hiring a city manager to those with experience? The Council's principal role during a city manager recruitment is the evaluation of the candidates and the selection of a finalist. That role is important enough as the focus of their energy.

Any action at this point rests solely with the citizens of the City of Stockton. This is not an issue that can be solved through a legal process, it is a political issue. **How much more of these detrimental activities will the citizens of Stockton tolerate?**

Disclaimers

Grand Jury reports are based on documentary evidence and the testimony of sworn or admonished witnesses, not on conjecture or opinion. However, the Grand Jury is precluded by law from disclosing such evidence except upon the specific approval of the Presiding Judge of the Superior Court, or another judge appointed by the Presiding Judge (Penal Code Sections 911, 924.1 (a) and 929). Similarly, the Grand Jury is precluded by law from disclosing the identity of witnesses except upon an order of the court for narrowly defined purposes (Penal Code Sections 924.2 and 929).

Response Requirements

California Penal Code Sections 933 and 933.05 require that specific responses to all findings and recommendations contained in this report be submitted to the Presiding Judge of the San Joaquin County Superior Court within 90 days of receipt of the report.

The Stockton City Council shall respond to each Finding and Recommendation contained in this Report.

Mail or hand deliver a hard copy of the response to:

Honorable Lesley D. Holland, Presiding Judge
San Joaquin County Superior Court
P.O. Box 201022
Stockton, CA 95201

Also, please email a copy of the response to Ms. Trisa Martinez, Staff Secretary to the Grand Jury at: grandjury@sjcourts.org.

August 12, 2014

Presiding Judge
San Joaquin Superior Court
222 East Weber Avenue
Stockton, CA 95202

CITY OF STOCKTON RESPONSE
2013-14 CASE NO. 1113 – STOCKTON CITY COUNCIL AND THE BROWN ACT:
THE LAW APPLIES TO EVERYONE

On December 3, 2013, City Council voted in open session to authorize the referral of the Mayor's action to the Grand Jury regarding the recruitment process for the City Manager position for the City of Stockton.

As a result of the report issued on May 19, 2014 from the 2013-2014 Grand Jury for the County of San Joaquin this response has been prepared to address any and all findings and recommendations. In accordance with Sections 933 and 933.05 of the California Penal Code, the City Council of the City of Stockton offers responses to the Grand Jury Report on the above-referenced case as follows:

FINDINGS & RECOMMENDATIONS

1.0 Release of Confidential Closed Session Information

F 1.1 The Mayor knowingly disclosed information regarding selection of Mr. Garcia as City Manager, prior to City Council approval, and based on discussions and actions that had occurred in legal closed sessions of the Stockton City Council. The disclosure occurred without the authorization of the City Council as required by Government Code Section 54963(a).

***Response:** The respondent agrees with this finding. Council has hired a new City Manager since the occurrence. The new City Manager has worked on improving communication with the Mayor and the City Council in efforts to provide clear expectations, preserve ethical standards and adhere to the Government Code and local policies and ordinances.*

F 1.2 All members of the City Council were aware that the names of the city manager candidates were known by a number of members of the public

weeks in advance of the Mayor's disclosure. That information would have been available from disclosure of closed session discussions. However, no Council Member raised a concern or took steps to address the unlawful disclosures during council meetings, closed or open.

Response: *The respondent agrees in part with this finding. The approval of Resolution 2013-12-03-1502, which admonished Mayor Anthony Silva for an unauthorized release of confidential information from a closed session meeting, demonstrates City Council members did take steps to address disclosures to media.*

F 1.3 The repeated release of the candidates' names to the public, contrary to expressly stated assurance by the City Council, Mayor and recruiter that the names would be kept confidential, potentially exposed the City of Stockton to significant liability.

Response: *The respondent agrees with this finding.*

F 1.4 The actions taken by the Mayor in violation of the Brown Act do not appear to be subject to additional criminal or civil penalties.

Response: *The respondent agrees with this finding.*

2.0 Recruitment for Stockton City Manager

F 2.1 Overall, the recruitment process for the city manager position was flawed due to a lack of clear leadership and adherence to provisions of the Request for Proposal and recruitment contract.

Response: *The respondent agrees with this finding.*

F 2.2 The advertised closing date for the recruitment was three weeks after the City Council met to interview candidates and select two finalists. This may have resulted in highly qualified applicants not being considered.

Response: *The respondent neither agrees nor disagrees with this finding. While there may have been additional qualified candidates that were not considered, ultimately the process did take additional time and further applications and expressions of interest were accumulated by the Human Resources Department and provided to City Council. It is not uncommon in the recruitment of high-level executives such as City Managers for the selected recruiter to move forward with the process prior to the close of the application period.*

- F 2.3 The Mayor was overly involved in the recruitment process to the detriment of a professional recruitment. This far exceeded the nominating authority contained in the City Charter.

Response: *The respondent partially agrees with the finding. The City agrees that the Mayor was very involved in the recruitment process. However, Mayor Involvement is not uncommon in the recruitment process of a City Manager position. This level of management and leadership has an integral and sometimes complex relationship with the Mayor and Council members. It is important that they Mayor and Council play an active role in the recruitment process. An experienced recruiter should be used to guide Council through a recruitment process. The recruiter should work with Council to determine how they desire the process to work and the recruiter should adhere to that process.*

- F 2.4 The series of personal meetings between some Council Members and some applicants resulted in unfair advantages for applicants involved in the meetings.

Response: *The respondent partially agrees with this finding. A Council subcommittee was established to vet the perspective candidates, therefore it was understood by Council there would be meetings with prospective candidates that not all Council members would attend. However, the candidate meetings were not always with the subcommittee and became somewhat inconsistent. This was not consistent with the process initially recommended to and approved by the Council.*

- F 2.5 Some Council members had information from personal meetings with applicants that they did not share with other Council Members.

Response: *The respondent neither agrees nor disagrees with this finding. The finding does not provide sufficient information for follow up with Council Members and is too vague to make a determination.*

- F 2.6 The lack of experience with executive recruitments for most Council Members was a factor in the recruitment's failures.

Response: *The respondent partially agrees with this finding. The current Council does not have extensive experience with executive recruitments and the City ascertains that training would provide a benefit for future recruitment efforts. A professional recruiter was used and was unable to provide a process that was effective or that mitigated the complicating factors that typically arise during executive recruitments. The recruiter should be able to be relied upon to guide City Council through recruitment. However, the City does not deem this recruitment a failure in light of the*

appointment ultimately being made for the current City Manager. With the additional time allowed for the process, the candidate pool was expanded and yielded interest from additional candidates who originally chose not to participate in the process including the person ultimately selected.

F 2.7 The mishandling of contract negotiations may have been a substantial factor in the failure to reach agreement on employment terms.

Response: *The respondent partially agrees with this finding. Contract negotiations may indeed have been a factor in the failure to reach agreement on employment terms, however there could have been many other factors as well.*

3.0 Access to Confidential Information by Mayor's Volunteers

F 3.1 The Mayor has volunteers working out of the Mayor's City Hall office with unknown levels of supervision.

Response: *The respondent agrees with this finding.*

F 3.2 The City of Stockton has no policies or procedures established to provide volunteers working for a mayor or council member with instructions on City policies, procedures, and directives related to access to computer files and the internet.

Response: *The respondent disagrees partially with this finding. The City's policy 200-2 established guidelines for all volunteers. The City does not have a policy specifically for volunteers who work directly with the Mayor and the City Council members. However, the current policy relates to and includes all those who volunteer inclusive of all capacities.*

F 3.3 The City of Stockton has potential liability exposure from volunteers accessing and releasing confidential information obtained through City Hall computer access.

Response: *The respondent agrees with this finding. The City has referred this matter to the City Auditor who is currently conducting a needs based assessment to assist the City in updating policies and streamlining procedures to ensure effectiveness and efficiency. Consideration will be made in this process for ensuring that sufficient policies and procedures are in place related to the role and access to information of volunteers.*

R 3. That the City Council adopt an ordinance prior to October 1, 2014, requiring all volunteers working for any City elected official to undergo training through the City's Human Resources Department and Information

Technology Department on the City's directives related to computer access, e-mails and security and be required to sign an acknowledgement that they understand and will comply with the directives.

Response: *The respondent partially agrees with the recommendation. This recommendation has been referred to the City Auditor for review and further investigation. The City Auditor is currently reviewing City processes which include Human Resource practices and Information Technology procedures. The City does agree to reviewing current policy. Review and analysis will help determine if a change is needed and what vehicle and policy level to utilize to implement the change to garner the most effective outcome.*

KURT O. WILSON
CITY MANAGER

KW:LM/aa

**15.2 14-0903 RESPONSE TO 2013 - 2014 CIVIL GRAND JURY FINAL REPORT
FOR AGENCY APPROVAL OF RESPONSES TO GRAND JURY
REPORTS, CASE NO. 1613**

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt by motion action the City of Stockton's Response to the 2013 - 2014 Civil Grand Jury Report for Investigating Case No. 1613 relating to the City's approval of responses to Grand Jury Reports; and direct the City Manager to sign the response on behalf of the City and to transmit the response to the Presiding Judge of the Superior Court of San Joaquin County.

Department: City Manager

Attachments: [Attachment A - 2013-2014 Grand Jury Report:Agency Approval of Responses](#)

[Attachment B - Response Letter City Approval Responses Grand Jury Reports](#)



City of Stockton

Legislation Text

File #: 14-0903, Version: 1

RESPONSE TO 2013 - 2014 CIVIL GRAND JURY FINAL REPORT FOR AGENCY APPROVAL OF RESPONSES TO GRAND JURY REPORTS, CASE NO. 1613

RECOMMENDATION

It is recommended that the City Council adopt by motion action the City of Stockton's Response to the 2013 - 2014 Civil Grand Jury Report for Investigating Case No. 1613 relating to the City's approval of responses to Grand Jury Reports; and direct the City Manager to sign the response on behalf of the City and to transmit the response to the Presiding Judge of the Superior Court of San Joaquin County.

Summary

The 2013-2014 Civil Grand Jury Final Report Investigation Case No. 1613 included findings and a recommendation related to the City of Stockton practice for approving Grand Jury Report responses. The report was issued on June 16, 2014 (Attachment A) and therefore requires a response to the Presiding Judge of San Joaquin County Superior court from the City of Stockton by September 14, 2014 to comply with the 90 days allotted to the City as a response time.

The attached letter is a response prepared for Investigation Case No. 1613 relating to the City's practice for approving Grand Jury Report responses and is recommended for transmittal to the Presiding Judge.

DISCUSSION

Background

Civil grand juries were established by the Constitution of the State of California. They conduct investigations and publish reports. Agencies cited in the reports are required to respond to the findings and recommendations of the report.

The 2013-2014 Grand Jury (Grand Jury) determined that some members of the City Council did not personally agree with the official responses they approved. They conducted interviews with Council Members. A survey was also conducted to determine process and procedures for all cities within San Joaquin County. The Grand Jury based its report on the details of the interviews and surveys conducted.

Present Situation

Pursuant to California Penal Code Section 933.05, which requires a written response to the Presiding Judge of the Superior Court within 90 days of the publication of the report, City staff investigated the

issue and alternatives, and prepared the response which is included with this staff report as Attachment B.

FINANCIAL SUMMARY

There is no anticipated financial impact for implementing the proposed Grand Jury recommendation.

Attachment A - Agency Approval of Responses to Grand Jury Reports: Do They Know What They Approve? 2013-2014 Case No. 1613

Attachment B - City of Stockton Response 2013-2014 Case No. 1613 - City of Stockton Approval Process for Grand Jury Report Responses

**The Superior Court**

COUNTY OF SAN JOAQUIN
222 E. WEBER AVENUE, ROOM 303
STOCKTON, CALIFORNIA 95202

TELEPHONE
(209)468-2827
WEBSITE
www.stocktoncourt.org

FOR IMMEDIATE RELEASE
Monday, June 16, 2014

2013-2014 GRAND JURY RELEASES REPORT ON AGENCY APPROVAL OF RESPONSES TO GRAND JURY REPORTS

Today, the San Joaquin County 2013-2014 Civil Grand Jury released its report investigating agency approval of responses to Grand Jury reports. During interviews conducted as part of the 2013-2014 Grand Jury follow-up, it was learned that some of the members of the Stockton City Council did not agree with some of the Council's approved responses to the 2012-2013 reports. The Grand Jury decided to investigate the extent of this disagreement in Stockton. In addition, it decided to determine how the County and each City approve their responses to grand jury reports.

Agencies cited in Grand Jury reports are required to respond to the findings and recommendations outlined in the reports. California Penal Code Section 933(c) states that the governing body of each agency that is the subject of findings and recommendations in a Grand Jury report must respond within 90 days to the Presiding Judge of the Superior Court. Although staff at the agency may prepare the responses, the members of the board or council are responsible for responding.

As a part of its investigation, the Grand Jury interviewed the Mayor of Stockton and all other Stockton Council Members. In addition, a video of the August 13, 2013 Council Meeting was viewed when the City's responses to the 2012-2013 Grand Jury reports were approved. In order to determine how the County and each City approve their responses to grand jury reports, a survey was sent to each of the eight agencies. Survey responses were received from all eight agencies.

The Grand Jury found that there were significant differences between the personal opinions of members of the Stockton Council and their official responses that they approved. It was also found that the County and the Cities typically approve their responses as written by staff with very limited discussion. The issues found as a result of this investigation indicate that some officials rely too much on the work of staff. All members of a governing body, whether elected or appointed, must consider their own beliefs and then ask questions and, when appropriate, state disagreement with the work of their staff. These officials are in their positions to oversee the work of staff, not to accept whatever their staffs propose. The Grand Jury recommended that all legislative bodies shall publicly explain the reasons for its response to Grand Jury findings and recommendations prior to voting to submit the responses.

The City Council Members of Stockton, Escalon, Lathrop, Lodi, Manteca, Ripon and Tracy and the County of San Joaquin Board of Supervisors are required to submit a response to the Presiding Judge of San Joaquin County Superior Court within 90 days as to each finding and recommendation contained in the Grand Jury's report.

###

(Copy of report attached)

San Joaquin County Grand Jury



AGENCY APPROVAL OF RESPONSES TO GRAND JURY REPORTS: *Do They Know What They Approve?*

2013 – 2014 Case No. 1613

Summary

Civil grand juries were established by the Constitution of the State of California. They serve as watchdogs of county government as well as the cities and all other governmental agencies within the county. Grand juries conduct investigations and publish reports. Agencies cited in the reports are required to respond to the findings and recommendations of the reports.

California Penal Code Section 933(c) states that the governing body of each agency that is the subject of findings and recommendations in a grand jury report must respond within 90 days to the Presiding Judge of the Superior Court. Although staff at the agency may prepare the responses, the members of the board or council are responsible for responding.

The 2013-2014 Grand Jury (Grand Jury) determined that some members of the Stockton City Council did not personally agree with the official responses they approved. It was decided to interview all Council Members about their responses. It was also decided to survey the County and each City within the County to determine who writes responses to grand jury reports, when the responses were approved, whether there was any discussion prior to approval and what the final vote was.

The Grand Jury found that there were significant differences between the personal opinions of members of the Stockton Council and their official responses that they approved. It was also found that the County and the Cities typically approve their responses as written by staff with very limited discussion.

Glossary

Brown Act	The Ralph M. Brown Act (Government Code Sections 54950 <i>et seq.</i>) regulating the conduct of public meetings, closed session meetings and related public information requirements
Council Members	includes the Mayor and all other elected members of a City Council
Fact	confirmed information learned by a grand jury
Finding	an assertion, conclusion or judgment based on facts as determined by a grand jury
Recommendation	suggested course of action to solve a problem identified in a finding by a grand jury

Background

The grand jury system was established by the Constitution of the State of California as a judicial body. California Penal Code Sections 888 to 940 describe the requirement for and general matters of grand juries. Criminal grand juries are well known and often mentioned in the news and the media. Civil grand juries are not as well-known but serve a function that is just as critical. The purpose of the civil grand jury (grand jury) is to serve as a group of citizens that reviews the workings of county and municipal governments, school districts, special districts, and other local governmental agencies within the county. The grand jury's mission is:

- To confirm that local government officers and employees are administering their agencies honestly, efficiently and in compliance with the law
- To identify instances of dishonest, inefficient or illegal actions and when such actions are found
- To recommend the development of policies and procedures that will correct those shortcomings

The San Joaquin County Grand Jury is comprised of 19 citizens who serve for one full year. Many of these individuals apply to serve on the grand jury while some members are selected from a regular jury pool. The members share a common desire to make a difference in the County.

A grand jury conducts investigations of different government agencies. These investigations are selected from jury member concerns, citizen complaints and suggestions from prior grand juries. Committees spend months researching documents and conducting interviews to determine how well the agencies perform. Since a group of concerned citizens with various backgrounds conducts these investigations, the grand jury is able to view the subject agencies from a perspective that may be very different from the perspective within the agency.

When an investigation is complete, a report is written which describes what has been determined from the investigation. This report provides background on the subject agency, discussion of the issues and, where appropriate, findings and recommendations for each issue. The grand jury is trained to verify all their facts, to use these facts to support findings and to be sure the findings support the recommendations. Because the reports are written from the perspective of a concerned group of citizens, the reports often lead to improved efficiency within the subject agencies.

Over the years, San Joaquin County Grand Juries have published reports that have resulted in agencies making significant improvements.

- 2004 - 2005 Case #0703, *San Joaquin County Public Guardian Conservator's Office*: San Joaquin grand juries had conducted investigations of this County office in 2000 - 2001 and 2001 - 2002. Ongoing issues prompted a new investigation in 2003 - 2004. This report led to updating of a policy and procedures manual, the addition of staff, additional training for staff members as well as other changes.
- 2007 - 2008 Case #0707, *San Joaquin Regional Transit District*: Responding to a complaint, the Grand Jury conducted a major investigation of this special district. Many improper management practices were found. In response to one recommendation, management conducted an analysis of consultant use that resulted in a savings of over \$400,000 in one fiscal year.
- 2010 - 2011 Case #1110, *Woodbridge Sanitary District*: Numerous complaints were filed with the grand jury that resulted in a major investigation of this special district. The final report included 19 recommendations regarding new policies and procedures, credit card controls, creation of job descriptions, development of a training manual and development of a complaint procedure. The district implemented changes to address all 19 recommendations.
- 2012 - 2013 Case #0412, *Fractured Oversight Fails to Serve At-Risk Youth*: The subject of this investigation was group homes in the County. The grand jury found that the State agency responsible for monitoring group homes for compliance with State regulations was not conducting the site inspections as required. This report and other concerns supported the State's January 2014, budget proposal to include more than 70 new staff members to conduct the monitoring. It should be noted that this impact occurred even though the grand jury has no jurisdiction over State agencies.

All Grand Jury reports can be reviewed at

http://www.stocktoncourt.org/grandjury/2012-2013_roster%20and%20reports.html.

While reports are written to inform the public, each report is also given to the agency that is the subject of the investigation. California law requires the agency subject to the report to respond to each finding and recommendation. California Penal Code Section 933(c) states:

“No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendation pertaining to matters under the control of the governing body...”

Furthermore, Penal Code Section 933.05 states in part:

“(a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:

“(1) The respondent agrees with the finding.

“(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

“(b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:

“(1) The recommendation has been implemented, with a summary regarding the implemented action.

“(2) The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.

“(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the grand jury report.

“(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.”

It is a common practice of San Joaquin County Grand Juries to follow up on the prior year’s recommendations and the responses provided by the agency(s). The requirement for responses and the monitoring of the responses is intended to effect change. It is the expectation of the grand jurors that the agency reviews the report and seriously considers and implements the recommendations.

Reason for Investigation

During interviews conducted as part of the 2013-2014 Grand Jury follow-up, it was learned that some of the members of the Stockton City Council did not agree with some of their approved responses to the 2012-2013 reports.

The Grand Jury decided to investigate the extent of this disagreement in Stockton. In addition, it was decided to determine how the County and each City approve their responses to grand jury reports.

Method of Investigation

The Grand Jury interviewed the Mayor and all other Stockton Council Members. In addition, the video of the August 13, 2013, Council Meeting was viewed when the City's responses to the 2012-2013 Grand Jury reports were approved.

In order to determine how the County and each City approve their responses to grand jury reports, a survey was sent to each of the eight agencies. Survey responses were received from all eight agencies.

Discussion, Findings and Recommendations

1.0 Stockton City Council Members Do Not Agree With Their Own Responses

The 2012-2013 Grand Jury issued 24 reports. Of these, the Stockton City Council was required to respond to five. A complete copy of the original reports and the responses may be found on the San Joaquin County Grand Jury website at

http://www.stocktoncourt.org/grandjury/2012-2013_roster%20and%20reports.html.

On August 13, 2013, the Stockton City Council considered the responses to the 2012-2013 Grand Jury reports. During the discussion on this agenda item, many comments were made thanking the staff and praising their efforts in drafting the responses. Not one member of the City Council asked any questions about the responses or stated any disagreement with any of the responses. The City Council approved the responses by a single unanimous vote. A link to the video of this meeting is found on the City's web page at

<http://stocktongov.com/government/oMeetings/councilMeetings.html>.

Although the responses were approved by a unanimous vote and despite the fact that there were no questions asked or dissenting opinions expressed during the public meeting, the Grand Jury found significant differences between many of the approved responses versus the personal opinions of the members of the City Council. While the Grand Jury did not ask the Council Members whether they agreed with all of the responses, the level of disagreement was significant.

Some members of the City Council made comments that appeared to explain why the opinions expressed to the Grand Jury were not the same as their approved responses. Statements were

made such as: the approved response was different because of political reasons; or that was just my own belief.

However, the problem is that each individual member of the City Council is not able to know the opinions of all other members prior to the public meeting. The Brown Act is a State law that governs how governing bodies of public agencies must act. One of the provisions of the Brown Act is that an individual is not allowed to discuss a matter with all the other members except in a meeting of the governing body. Therefore, the only way a member of the Stockton City Council would know whether others on the Council shared the same opinion would be to discuss it at a public meeting. And, as stated above, no such discussion of any possible disagreement was ever held in a public meeting.

Findings

F 1.1 A majority of Stockton City Council Members stated that they disagreed with official responses they had previously approved on August 13, 2013, which raises concerns of whether members read the report and responses.

F 1.2 A majority of Stockton City Council Members stated that they disagreed with official responses they had previously approved on August 13, 2013, which raises concerns about why they did not question the responses at the public Council Meeting when their responses were approved.

2.0 How Responses to Grand Jury Reports are Approved

As the Grand Jury determined discrepancies between Stockton's approved responses to the 2012-2013 Grand Jury Report versus the opinions of the individual Council Members, it was decided to survey San Joaquin County and all seven Cities. The survey asked each agency to provide the following information regarding their responses to grand jury reports that were released over the last four years:

- Identify who prepared the responses
- Provide the date the responses were approved and a copy of the minutes of the meeting
- State where on the agenda the approval was placed
- State the final vote when the responses were approved

A summary of the responses from all eight agencies is found in Appendix A.

Regarding the matter of who wrote the responses, staff members typically provided draft responses to the governing board for approval at a public meeting. Of the eight agencies, only the City of Tracy's responses were prepared by an elected official. Members of the Stockton City Council were not able to identify who had drafted the responses that they approved in 2013.

Regarding the matter of when the responses are received, California Penal Code Section 933(c) states that responses from governing bodies must be received no later than 90 days after a report is submitted. The grand jury reports are submitted no later than June 30 of each year. The

agencies responded within the 90-day requirement of the Penal Code on 19 of the 23 instances surveyed (83%).

The Penal Code does not specify whether the approval of agency responses must be discussed or may be placed on the consent agenda. A review of the 23 responses revealed the following:

- 18 times the approval was on the consent agenda where non-controversial, administrative matters are typically approved en mass
- Of the 18 times approval was on the consent agenda, nine times (50%) the item was removed from the consent agenda which allowed for discussion
- Five times the approval was on the agenda for discussion or new business
- The minutes of the meetings where the responses were approved show very little discussion by the members of the governing agency
- The minutes of the meetings where the responses were approved show very little public comment regarding the responses

Regarding the matter of how the governing boards voted when approving their responses, 21 of the 23 votes (91%) were unanimous. Of the two instances when it was not unanimous, only one vote was cast each time in opposition to approving the responses.

Finding

F 2.1 Over the last four years, almost all responses by the County and the Cities were approved by unanimous votes after little or no discussion by the elected officials or the public.

Recommendation

R 2.1 All legislative bodies publicly explain the reasons for its response to Grand Jury Findings and Recommendations prior to voting to approve their response.

Conclusion

Much of this report addresses the differences between the personal opinions of Stockton City Council Members versus the responses they approved. It is the opinion of the 2013-2014 Grand Jury that this type of discrepancy could be found in responses from the County, other cities, school districts and other special districts. In addition, it is the opinion of the 2013-2014 Grand Jury that this type of discrepancy could be found in decisions other than responses to grand jury reports.

The governing body of an agency determines policy for the agency. Staff accomplishes most of the work of the agency. The governing body must rely on its staff to provide timely, accurate and comprehensible materials to them so that they are able to make appropriate decisions.

The issues found in this report indicate that some officials rely too much on the work of staff. All members of a governing body, whether elected or appointed, must consider their own beliefs and then ask questions and, when appropriate, state disagreement with the work of their staff. These officials are in their positions to oversee the work of staff, not to accept whatever their staffs propose.

Members of governing bodies are elected or appointed to make appropriate decisions while considering the interests of their constituents as well as their personal beliefs. This balance between their own beliefs and what they hear from those whom they represent leads to the best decisions.

Appendix

Appendix A: *Chart of How Agencies Respond to Grand Jury Reports*

Disclaimer

Grand Jury reports are based on documentary evidence and the testimony of sworn or admonished witnesses, not on conjecture or opinion. However, the Grand Jury is precluded by law from disclosing such evidence except upon the specific approval of the Presiding Judge of the Superior Court, or another judge appointed by the Presiding Judge (Penal Code Sections 911, 924.1(a) and 929). Similarly, the Grand Jury is precluded by law from disclosing the identity of witnesses except upon order of the court for narrowly defined purposes (Penal Code Sections 924.2 and 929).

Response Requirements

California Penal Code Sections 933 and 933.05 require that specific responses to all findings and recommendations contained in this report be submitted to the Presiding Judge of San Joaquin County Superior Court within 90 days.

The Stockton City Council shall respond to each Finding and Recommendation contained in this report. The County of San Joaquin Board of Supervisors and the City Council Members of Escalon, Lathrop, Lodi, Manteca, Ripon and Tracy shall respond to Finding F 2.1 and Recommendation R 2.1.

Mail or hand-deliver a hard copy of the response to:

Hon. Lesley D. Holland, Presiding Judge
San Joaquin County Superior Court
P.O. Box 201022
Stockton, CA 95201

Also, please email a copy of the response to Trisa Martinez, Staff Secretary to the Grand Jury at: grandjury@sjcourts.org.

Appendix A

Approval of Responses to Grand Jury Reports

AGENCY	YEAR REPORT RELEASED	PREPARED BY	DATE OF APPROVAL	AGENDA PLACEMENT	IF CONSENT, WAS IT PULLED FOR DISCUSSION?	VOTE
Escalon	2010	Interim City Manager	August 16, 2010	Discussion	NA	5-0
	2011	City Manager	August 15, 2011	Discussion	NA	5-0
	2012	no response required				
	2013	Project Consultant	August 5, 2013	Consent	no	5-0
Lathrop	2010	City Attorney	February 7, 2011	Consent	yes	5-0
			March 21, 2011	Consent	yes	4-0
	2011	no response required				
	2012	no response required				
2013	City Attorney	August 19, 2013	Consent	yes	4-1	
Lodi	2010	City Manager	September 21, 2010	Consent	yes	5-0
	2011	City Manager	August 17, 2011	Consent	no	5-0
	2012	no response required				
	2013	City Manager	August 7, 2013	Consent	no	5-0
Manteca	2010	Assistant City Manager	December 21, 2010	Consent	yes	5-0
	2011	Assistant City Manager	August 16, 2011	Consent	yes	5-0
	2012	no response required				
	2013	City Manager	July 16, 2013	Discussion	NA	5-0
Ripon	2010	City Administrator	July 5, 2011	Consent	no	4-0
	2011	no response required				
	2012	no response required				
	2013	City Administrator	August 20, 2013	Consent	yes	4-1
San Joaquin County	2010	department head	August 31, 2010	Consent	yes	4-0
	2011	no response required				
	2012	department head	September 11, 2012	Consent	no	5-0
	2013	department head	August 13, 2013	Consent	yes	4-0
Stockton	2010	City Manager	September 28, 2010	Consent	no	7-0
	2011	City Manager	September 13, 2011	Consent	no	7-0
		City Manager	August 23, 2011	Consent	no	7-0
	2012	no response required				
2013	City Manager	August 8, 2013	New Business	NA	7-0	
Tracy	2010	Mayor	September 7, 2010	Consent	no	5-0
	2011	no response required				
	2012	no response required				
	2013	Mayor	July 16, 2013	Discussion	NA	5-0

August 12, 2014

Presiding Judge
San Joaquin Superior Court
222 East Weber Avenue
Stockton, CA 95202

CITY OF STOCKTON RESPONSE
2013-14 CASE NO. 1613 – CITY OF STOCKTON APPROVAL OF RESPONSES TO
THE GRAND JURY REPORTS

The 2013-2014 Grand Jury (Grand Jury) determined that some members of the City of Stockton Council did not personally agree with the official responses they approved. Interviews and surveys were conducted by the Grand Jury to analyze the findings and make determinations through a report.

As a result of the report issued on June 16, 2014 from the 2013-2014 Grand Jury for the County of San Joaquin this response has been prepared to address any and all findings and recommendations. This matter was thoroughly reviewed and examined to ensure transparency and offer an in-depth report by the City.

In accordance with Sections 933 and 933.05 of the California Penal Code, the City Council of the City of Stockton offers responses to the Grand Jury Report on the above-referenced case as follows:

FINDINGS & RECOMMENDATIONS

1.0 Stockton City Council Members Do Not Agree With Their Own Responses

F 1.1 A majority of Stockton City Council Members stated that they disagreed with official responses they had previously approved on August 13, 2013, which raises concerns of whether members read the report and responses.

Response: *The respondent partially agrees and partially disagrees with this finding. Without understanding the detail of the disagreement it is impossible to respond to the finding. There is no data provided to help determine what portions of the report were called into question and if it was a minor detail or a major policy implication. Five reports were submitted to the City by the Grand Jury in 2012-2013. These reports*

contained a total of 40 findings and 33 recommendations. This led to a lengthy staff report with multiple attachments and complex responses, particularly to a report that outlined the City's financial status (Case No. 0112 – Recovering from Stockton's Financial Sinkhole – Don't fall back in). The complexity of reviewing various reports may have led to confusion on the part of Council to address any issues regarding opposition to the responses.

- F 1.2 A majority of Stockton City Council Members stated that they disagreed with official responses they had previously approved on August 13, 2013, which raises concerns about why they did not question the responses at the public Council Meeting when their responses were approved.

Response: *The respondent partially agrees and partially disagrees with this finding. Although, the City encourages dialogue and discussion, without understanding the detail of the disagreement it is impossible to respond to the finding.*

2.0 How Responses to Grand Jury Reports are Approved

- F 2.1 Over the last four years, almost all responses by the County and the Cities were approved by unanimous votes after little or no discussion by the elected officials or the public.

Response: *The respondent agrees with this finding.*

- R 2.1 All legislative bodies publicly explain the reasons for its response to Grand Jury Findings and Recommendations prior to voting to approve their response.

Response: *The respondent agrees with the recommendation. A policy will be developed that will outline criteria for how future Grand Jury reports will be presented to the City Council in order to allow for discussion. Until this policy is developed, Grand Jury Report Responses will be placed on New Business as separate items on the public City Council meeting agenda in order to allow for any needed discussion.*

KURT O. WILSON
CITY MANAGER

KW:LM/aa

16.1 14-0848

PUBLIC HEARING: APPROVE AN OFFICE AND INDUSTRIAL SALES TAX INCENTIVE AGREEMENT BETWEEN THE CITY OF STOCKTON AND DIESEL DIRECT WEST INCORPORATED AND AMEND THE OFFICE AND INDUSTRIAL SALES TAX INCENTIVE PROGRAM GUIDELINES

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a resolution:

1. Approving the execution of an Office and Industrial Sales Tax Incentive Agreement between the City of Stockton and Diesel Direct West, Inc.;
2. Amending the Office and Industrial Sales Tax Incentive program guidelines to disqualify businesses currently located within San Joaquin County, with the exception of the City of Stockton, from participating in the program;
3. Authorizing the City Manager or his designee to make appropriations amending the Fiscal Year 2014-15 General Fund Sales Tax budget to recognize additional sales tax revenue and associated rebates per the agreement; and,
4. Authorizing the City Manager to take necessary and appropriate actions to carry out the purpose and intent of the resolution.

Department: Economic Development

Attachments: [Attachment A - Reso 2014-06-24-1505](#)

[**Proposed Resolution - Sales Tax Incentive Agreement**](#)

[**Exhibit 1 - Incentive Agreement - DDW**](#)

[**Exhibit 2 - Amended Program Guidelines**](#)



City of Stockton

Legislation Text

File #: 14-0848, **Version:** 1

PUBLIC HEARING: APPROVE AN OFFICE AND INDUSTRIAL SALES TAX INCENTIVE AGREEMENT BETWEEN THE CITY OF STOCKTON AND DIESEL DIRECT WEST INCORPORATED AND AMEND THE OFFICE AND INDUSTRIAL SALES TAX INCENTIVE PROGRAM GUIDELINES

RECOMMENDATION

It is recommended that the City Council adopt a resolution:

1. Approving the execution of an Office and Industrial Sales Tax Incentive Agreement between the City of Stockton and Diesel Direct West, Inc.;
2. Amending the Office and Industrial Sales Tax Incentive program guidelines to disqualify businesses currently located within San Joaquin County, with the exception of the City of Stockton, from participating in the program;
3. Authorizing the City Manager or his designee to make appropriations amending the Fiscal Year 2014-15 General Fund Sales Tax budget to recognize additional sales tax revenue and associated rebates per the agreement; and,
4. Authorizing the City Manager to take necessary and appropriate actions to carry out the purpose and intent of the resolution.

Summary

The City Council approved the Office and Industrial Sales Tax Incentive Program at its June 24, 2014, meeting to support the City's business attraction/expansion efforts and generate additional revenue for the City. The program provides financial incentives to eligible businesses that are looking to locate or expand in existing or newly constructed office or industrial facilities within Stockton city limits. The Economic Development Department has been working with Diesel Direct West, Inc., a mobile refueling business, in expanding its operations in Stockton, which has a sales tax component. Diesel Direct West has agreed to relocate its headquarters to Stockton upon the execution of an Office and Industrial Sales Tax Incentive Agreement.

DISCUSSION

Background

The Stockton City Council has identified several key goals for the City, including economic development and fiscal sustainability. On June 24, 2014, the Stockton City Council adopted Resolution No. 2014-06-24-1505 approving the Office and Industrial Sales Tax Incentive Program

(Attachment A) in an effort to generate additional tax revenues, encourage new investment, and aid in the attraction of new business and expansion of existing business.

Examples of the types of office and industrial uses that would be eligible under the program include: eCommerce businesses, fuel distributors, high-tech equipment manufacturers or software developers, medical device manufacturers, and business-to-business sales. In these cases, there must be a physical sales desk located at the office or industrial facility where the transaction occurs. Under the program guidelines, a business must meet the following criteria in order to be eligible:

- Generate net new annual gross taxable sales of \$25 million or more
- Generate sales tax to the City corresponding with the gross sales tax amount
- Create a minimum of ten full-time equivalent jobs
- Make a capital investment within the City of \$50,000 or more
- Have a physical presence within Stockton city limits

Present Situation

As indicated in the Office and Industrial Sales Tax Incentive program guidelines, each incentive agreement requires Council approval. Further, in accordance with AB 562, which took effect on January 1, 2014, local agencies must provide specified information to the public before approving economic development subsidies of \$100,000 or more. AB 562 also requires that a public notice and hearing be held regarding the subsidy to include, among other things, the name of the company receiving the subsidy and the amount of the subsidy.

The Economic Development Department has been engaged with Diesel Direct West, Inc., a diesel fuel provider, on expanding its mobile refueling and management services that it currently operates in Stockton. Diesel Direct West also plans to relocate its headquarters to Stockton upon the execution of an Office and Industrial Sales Tax Incentive Agreement.

Diesel Direct West is a privately-owned company that offers 24-hour, on-site, diesel fleet fueling services that deliver high quality diesel fuels directly to fleet tanks at the job site or at the place of business. It specializes in mobile fueling and bulk fuel deliveries for local, regional, and national truck fleets. It currently employs four people at its Stockton location, which is located at 3734 Imperial Way. Upon relocating its headquarters and expanding its' services, Diesel Direct West will employ approximately 40 full-time employees. Further, Diesel Direct West is currently leasing its facility on Imperial Way, which will generate a capital investment exceeding the \$50,000 minimum identified in the Office and Industrial Sales Tax Incentive program guidelines.

Net New Sales Tax Revenue The Incentive Agreement will be for a term of 10 years from the date of execution, with options to extend up to an additional 10 years, and the rebate amount will be based on the following tiers	% of Sales Tax Revenue Rebated to Diesel Direct	% of Sales Tax Revenue Retained by the City
Less than \$250,000	0%	100%
\$250,000-\$500,000	50%	50%
Above \$500,000	65%	35%

It is estimated that Diesel Direct West will generate annual sales of approximately \$65 million, which will result in an annual sales tax rebate to Diesel Direct West of \$422,500 (or 65% of net new sales tax revenue) based on the chart above. Under this estimate, the City of Stockton would retain the remaining \$227,500 (or 35%) in annual sales tax revenue. The City of Stockton's current sales tax rate is nine percent (9%). The sales tax rebate is based on net new sales tax revenue received by the City and applies only to the one-percent Bradley-Burns tax and not the entire nine-percent tax rate. No rebates will be provided on tax revenues received from Measures W and A.

The public will receive a direct benefit from the execution of the Incentive Agreement in that it will generate net new sales tax revenue for the City of Stockton to further economic growth and create additional job opportunities with the expansion of Diesel Direct West's operations. Staff is recommending that the City Council approve the execution of an Office and Industrial Sales Tax Incentive Agreement between the City and Diesel Direct West, which is attached as Exhibit 1 to the Resolution.

In addition to approval of the Tax Incentive Agreement with Diesel Direct West, staff is also recommending that the following amendment be made to the Office and Industrial Sales Tax Incentive program guidelines (Attached as Exhibit 2 to the Resolution):

- Businesses that are currently located within the unincorporated areas of San Joaquin County, as well as local jurisdictions within San Joaquin County with the exception of the City of Stockton, are not eligible for a rebate.

The program is not intended to attract business from other San Joaquin County jurisdictions. Businesses that are currently located within the Stockton city limits are eligible so long as they meet the program guidelines and are generating net new sales tax revenue.

PUBLIC NOTICE

A notice of this public hearing was published in The Record on August 1, 2014.

FINANCIAL SUMMARY

Diesel Direct West estimates annual sales of approximately \$65 million (or \$650,000 in sales tax revenue), which will result in an estimated annual rebate to Diesel Direct West of \$422,500, with the City retaining the balance of \$227,500 annually. Revenue from the Office and Industrial Sales Tax Incentive Agreement between the City of Stockton and Diesel Direct West will be deposited into General Fund Sales Tax Revenue Account No. 010-0000-314 to be used to further the City's economic development efforts.

Rebates to Diesel Direct West will reduce sales tax revenue in the General Fund, with remaining funds allocated to related economic development activities. It is recommended that the FY 2014-15 General Fund sales tax revenue budget be increased by the net revenue generated by Diesel Direct West during this time period which is estimated to be \$227,500.

Attachment A - Resolution No. 2014-06-24-1505

Resolution No. 2014-06-24-1505

STOCKTON CITY COUNCIL

RESOLUTION APPROVING THE OFFICE AND INDUSTRIAL INCENTIVE PROGRAM

The Stockton City Council identified economic development and fiscal sustainability as two key goals for the City; and

In October 2013 the Council adopted an ordinance amending Chapter 3.16 of the Stockton Municipal Code to create a new Use Tax Business Incentive Program to encourage businesses and contractors that make qualifying purchases from out of state to direct use tax to the City of Stockton; and

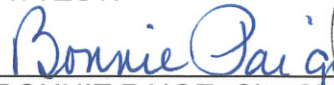
To further enhance the City of Stockton's economic development program and place Stockton in a more competitive position, a new Office and Industrial Incentive Program has been developed providing financial incentives to businesses that generate net new sales tax revenue to the City of Stockton; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:


1. The City Council hereby approves the Office and Industrial Incentive Program and the guidelines for that program, attached hereto as Exhibit 1 and incorporated by this reference.
2. The City Manager is authorized to establish a separate fund to deposit proceeds received from the Office and Industrial Incentive Program for the sole purpose of supporting economic development programs and activities.
3. All incentive agreements are subject to a public hearing before Council and must be approved by the City Council with findings demonstrating a direct public benefit.
4. The City Manager is hereby authorized and directed to take all necessary and appropriate action to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED June 24, 2014.

ATTEST:


BONNIE PAIGE, City Clerk
of the City of Stockton




ANTHONY SILVA, Mayor
of the City of Stockton

**City of Stockton
Office and Industrial Sales Tax Incentive Program**

1. Goals and Objectives

The purpose of the Office and Industrial Sales Tax Incentive Program is to serve as an additional tool in the City’s economic development efforts to generate new revenue, attract new business, and create additional jobs throughout Stockton. The program provides financial incentives to eligible businesses that are looking to locate or expand in office or industrial facilities within the Stockton city limits. Examples of the type of industries that would qualify for the incentive include: eCommerce, fuel distributors, medical device manufacturers, and business-to-business sales. Traditional retail establishments, such as brick-and-mortar storefronts, dealerships, malls and big box retailers, do not qualify for sales rebates under this program.

2. Program Guidelines

The Office and Industrial Sales Tax Incentive Program will be used to attract and retain businesses meeting the following criteria:

- Generate net new annual gross taxable sales of \$25 million or more
- Generate sales tax to the City of Stockton corresponding with the gross sales tax amount
- Create a minimum of 10 full-time equivalent (FTE) jobs
- Make a capital investment within the City of \$50,000 (based on office lease rate of \$12/sf/year for 5,000 s.f. building / lease rate of 20,000 s.f. industrial building at \$4.50/sf/year is \$90,000) or more (may be an aggregate of lease or purchase of facility, tenant improvements, off-site improvements, or other similar investment)
- Must have a physical presence within Stockton city limits

An Office and Industrial Sales Tax Incentive Agreement, requiring approval by the City Council, will be executed between the City of Stockton and qualifying business, and include:

- Term of the agreement: 10 years, with two 5-year renewal options
- Tiered rebate proposal:

Net New Sales Tax Revenue	% of Sales Tax Revenue Rec'd by City to Business	% of Sales Tax Revenue Rec'd retained by City
Less than \$250,000	0%	100%
\$250,000-\$500,000	50%	50%
Above \$500,000	65%	35%

Examples of potential rebates:

Net New Sales Tax Revenue	% of Sales Tax Revenue Rec'd by City to Business	% of Sales Tax Revenue Rec'd retained by City
\$200,000	\$0 (0%)	\$200,000 (100%)
\$250,000	\$125,000 (50%)	\$125,000 (50%)
\$550,000	\$357,500 (65%)	\$192,500 (35%)
\$750,000	\$487,500 (65%)	\$262,500 (35%)

- Rebate amount will be based on net new sales tax revenue received by the City and disbursed annually to the business.
- Sales tax rebate would be limited to the Bradley-Burns 1% tax only
- Include recapture clause to protect City should BOE make a determination that all/portion of sales tax revenue received were improperly allocated.
- Provision indemnifying the City against any claim of violation of Government Code Sections 53083, 53084, and 53084.5, and other such claims.
- Must obtain City business license, proper permitting, and comply with all laws and regulations.

In order to be eligible for the incentive, the City must demonstrate that there is a direct benefit to the public, which may include, but is not limited to:

- Net new sales tax revenue received by the City of Stockton
- Creation of jobs
- Capital investment by the business

The details of the financial incentive will be included in the Office and Industrial Sales Tax Incentive Agreement, in a form approved by the City Attorney's Office. Net new sales tax revenue received through the incentive program will be used to further the City's economic development activities. The program will be in effect for a period of 5 years from the date of approval, unless extended by the City Council.

3. City Council Review

Each Office and Industrial Sales Tax Incentive Agreement will be presented to the City Council for review and consideration, based on the findings and guidelines set forth above. Approval of the Incentive Agreements will require a public hearing.

Adopted by the Stockton City Council
June 24, 2014 – Resolution No. _____

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Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPROVING AN OFFICE AND INDUSTRIAL SALES TAX INCENTIVE AGREEMENT BETWEEN THE CITY OF STOCKTON AND DIESEL DIRECT WEST INCORPORATED AND AMENDING THE OFFICE AND INDUSTRIAL SALES TAX INCENTIVE PROGRAM GUIDELINES

The Stockton City Council identified economic development and fiscal sustainability as two key goals for the City; and

On June 24, 2014, the Council approved Resolution No. 2014-06-24-1505 authorizing the Office and Industrial Sales Tax Incentive Program which provides financial incentives to businesses that generate net new sales tax revenue to the City of Stockton;

In accordance with the Office and Industrial Sales Tax Incentive Program guidelines, each incentive agreement is subject to a public hearing and must be approved by the City Council; and

City staff has been negotiating with Diesel Direct West, Inc., in expanding and relocating its headquarters to Stockton and desires to enter into a Sales Tax Incentive Agreement with Diesel Direct West, Inc.; and

In order to prevent businesses currently located within the unincorporated areas of San Joaquin County, as well as local jurisdictions within San Joaquin County with the exception of the City of Stockton, from participating in the program, an amendment to the Office and Industrial Sales Tax Incentive Program guidelines is necessary; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Council hereby finds that the public will receive a direct benefit from the execution of the Sales Tax Incentive Agreement between the City of Stockton and Diesel Direct West, Inc., in that it will generate net new sales tax revenue for the City of Stockton as well as additional job opportunities.

2. The City Council hereby approves the Office and Industrial Sales Tax Incentive Agreement between the City of Stockton and Diesel Direct West, Inc., attached hereto as Exhibit 1 and incorporated by this reference.

3. The City Council hereby approves the amendment to the Office and Industrial Sales Tax Incentive program guidelines attached hereto as Exhibit 2 and incorporated by this reference.

4. The City Manager is hereby authorized and directed to take all necessary and appropriate action to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED August 12, 2014.

ATTEST:

ANTHONY SILVA, Mayor
of the City of Stockton

BONNIE PAIGE, City Clerk
of the City of Stockton

AGREEMENT BY AND BETWEEN THE CITY OF STOCKTON, A MUNICIPAL CORPORATION AND DIESEL DIRECT WEST, INC., A CALIFORNIA CORPORATION

This Agreement is made as of the date last written below by and between the City of Stockton, a municipal corporation (the "City") and Diesel Direct West, Inc., a California corporation ("Diesel Direct"), hereinafter collectively referred to individually as "party" and collectively as "Parties" herein, with reference to the following facts, purposes, and understandings.

RECITALS

- A. Capitalized terms used herein are defined in Article 1 of this Agreement.
- B. The City has adopted an Economic Development Strategy which includes efforts to generate new revenue, attract new business, and create additional jobs throughout Stockton.
- C. The Office and Industrial Sales Tax Incentive Program will serve as an additional tool in the City's economic development efforts by providing financial incentives to eligible businesses that are looking to locate in office or industrial facilities within Stockton city limits.
- D. The Office and Industrial Sales Tax Incentive Program will be used to attract and retain businesses meeting the following criteria:
 - 1. Generate net new annual gross taxable sales of \$25 million or more.
 - 2. Generate sales tax to the City of Stockton corresponding with the gross sales tax amount.
 - 3. Create a minimum of 10 full-time equivalent (FTE) jobs.
 - 4. Make a capital investment within the City of \$50,000 (this is based on office lease rate of \$12/s.f./year for 5,000 s.f. building/lease rate of 20,000 s.f. industrial building at \$4.50/s.f./year is \$90,000) or more (may be an aggregate of lease or purchase of facility, tenant improvements, off-site improvements, or other similar investment).
 - 5. Must have a physical presence within Stockton city limits.
- E. In order to be eligible for the incentive, the City must demonstrate that there is a direct benefit to the public, which may include but is not limited to the following:
 - 1. Net new sales tax revenue received by the City of Stockton
 - 2. Creation of jobs
 - 3. Capital Investment by the business
- F. Diesel Direct is a company headquartered in 4412 Harlin Drive, Sacramento, CA 95826, which is in the business of providing diesel mobile refueling services and fuel management services.

G. In consideration for the City entering into this Agreement, Diesel Direct will move its headquarters from 4412 Harlin Drive, Sacramento, CA 95826 to 3734 Imperial Avenue, Suite E. Stockton, CA 95215 .

H. Diesel Direct shall use commercially reasonable, good faith efforts to administer its business activities, with the objective of maximizing the amount of Local Sales Tax Revenues generated from Diesel Direct's ongoing business activity within the City of Stockton.

I. The operations of Diesel Direct to be located within the City, will provide significant public benefit to the City, in that the additional Local Sales Tax Revenues to be generated as a result of Diesel Direct's efforts represent a substantial source of additional public revenue for the City.

J. This Agreement will facilitate a business-friendly environment that will allow Diesel Direct to operate a successful business.

K. The City represents and warrants that it is a municipal corporation duly formed, existing, and operating under the laws of the State of California and exercising all governmental functions and rights thereto as a Charter City. The City further represents that entering into this Agreement and the performance of the City's obligations thereunder do not constitute a violation of any state or federal statute or judicial decision to which the city is subject. The City also represents that there are no pending lawsuits which would prevent or impair the timely performance of the City's obligations under this Agreement. The City acknowledges that these representations and warranties are a material consideration to Diesel Direct and that Diesel Direct is relying on these representations in undertaking Diesel Direct's obligations as set forth herein.

L. Diesel Direct represents and warrants that it is a corporation duly formed, existing and operating under the laws of the State of California. Diesel Direct further represents that entering into this Agreement and the performance of the city's obligations thereunder do not constitute a violation of any state or federal statute or judicial decision to which the city is subject. Diesel Direct also represents that there are no pending lawsuits which would prevent or impair the timely performance of Diesel Direct's obligations under this Agreement. Diesel Direct acknowledges that these representations and warranties are a material consideration to the City and that the City is relying on these representations in undertaking the City's obligations as set forth herein.

M. The proposed Office and Industrial Sales Tax Program may foster a growing ecosystem of businesses within the City, thereby promoting business-to-business sales taxes and other similar financial benefits to the City.

N. Due to the benefits of locating Diesel Direct's business in the City as described herein, the Parties propose to enter into this Agreement as reinforcement of their mutually beneficial relationship by establishing an incentive program that will rebate to Diesel Direct a portion of the Sales Tax generated by Diesel Direct's business activities within the City.

O. The City Council has found that the Rebates and other benefits provided to Diesel Direct under this Agreement will advance the public welfare and provide adequate consideration in return to the City as follows:

1. The net financial benefit to the public has the potential to exceed the value of the Rebates provided to Diesel Direct;
2. Diesel Direct will provide a direct public benefit through the provision of jobs; the generation of sales and property taxes; and the provision of other benefits to the City and the San Joaquin County region;
3. The Rebates represent a partial return of the total Sales Taxes that will be realized by Diesel Direct locating its business in the City of Stockton, which shall be paid in arrears, such that the Rebates will not impact the City's current General Fund balance as the Rebates will be based on future, additional revenues to the General Fund; and
4. Rebating a larger percentage of the Sales Tax for higher amounts of Net New Sales Tax Revenue will benefit the public by facilitating the startup of the business, thereby leading to the earlier creation of Jobs and capital investment, which otherwise might be delayed.

P. The Parties now wish to enter into this Agreement setting forth the Parties' understanding and agreement regarding the establishment of Diesel Direct's business in the City of Stockton.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, representations and promises herein contained, the Parties agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Definitions. In addition to the capitalized words and phrases that may be elsewhere defined in this Agreement, the following capitalized words and phrases shall have the following meanings under this Agreement:

(a) "Agreement" means this Agreement by and Between the City of Stockton and Diesel Direct for the Establishment of its Business within the City of Stockton.

(b) "Applicable Reporting Period" means, for purposes of determining the Parties' financial obligations hereunder, the Reporting Period applicable to the Fiscal Year for which the financial obligation is being calculated.

(c) "Business Day" means a day which is not a Saturday, Sunday or legal holiday on which banking institutions in the State of California or City are closed.

(d) "City" means the City of Stockton, a municipal corporation organized under the laws of the State of California and all of its agents, successors and assigns.

(e) "Contract Year" means the first full year commencing with the first day of the calendar year following the Execution Date of this Agreement.

(f) "Effective Date" means the date of execution of this Agreement, which is the date of the last signature below.

(g) "Event of Default" means any default by Diesel Direct or The City as provided in Section 5.2, below.

(h) "Party" means either the City or Diesel Direct, sometimes collectively referred to as the "Parties".

(i) "Diesel Direct" means Diesel Direct West, Inc., a California corporation and its agents, successors, and assigns.

(j) "Rebates" means the Sales Tax Rebate Payment.

(k) "Retail Sales" means the sale of all tangible personal property to any person or entity, which is subject to the Sales Tax Law and which generates Local Sales Tax Revenues.

(l) "Sales Tax" or "Sales Taxes" means sales and use taxes remitted by Diesel Direct to the State of California arising from Diesel Direct's Stockton points of sale pursuant to the Sales and Use Tax Law of the State of California.

(m) "Sales Tax Payment Report" means the periodic reports filed by Diesel Direct with the California Board of Equalization to report and remit Diesel Direct's sales and use taxes due.

(n) "Sales Tax Rebate Payment" means the payments to Diesel Direct by the City pursuant to Section 2.1 of this Agreement.

(o) "Sales Tax Rebate Percentage" shall mean the percentage in the table set forth in Subsection 2.1(c), below.

(p) "Sales Tax Received" means the Sales Tax ultimately received by the City (through remittance from the State of California).

(q) "Sales Tax Received Report" means the quarterly report received by the City by its sales tax consultant, which provides information from the California Board of Equalization that verifies the total amount of Sales Tax received. Such report is prepared in arrears of Sales Taxes paid by Diesel Direct.

(r) "Term" means the term of this Agreement, commencing on the Effective Date of this Agreement and ending on the tenth (10th) anniversary of the first day of the first Contract Year, together with any extension period as provided by Section 2.2, below, or as otherwise agreed to by the Parties in a written amendment to this Agreement.

ARTICLE 2

SALES TAX REBATE

2.1 Sales Tax Rebate. Subject to the terms and conditions of this Agreement, the City shall rebate to Diesel Direct a portion of the Sales Taxes based on the amount of net new Sales Taxes Received by the City and disbursed annually to Diesel Direct, as set forth below. The Sales Tax Rebate is limited to the Bradley-Burns 1% tax only.

(a) Sales Tax Rebate Payment Amount. The amount of the "Sales Tax Rebate Payment" shall be equal to (i) the Sales Tax Received (as calculated below) multiplied by (ii) the Sales Tax Rebate Percentage (as determined below).

(b) Determination of Sales Tax Received. Following the filing of the last Sales Tax Payment Report for a fiscal year, Diesel Direct shall remit to City a copy of all Sales Tax Payment Reports for the fiscal year (the "Fiscal Year Sales Tax Payment Reports"). Upon receipt of each Sales Tax Payment Report and the Sales Tax Received Report, City shall determine the Sales Tax Received.

(c) Determination of Sales Tax Rebate Percentage. The "Sales Tax Rebate Percentage" shall mean the percentage set forth in table below.

Net New Sales Tax Revenue	% of Sales Tax Revenue Paid to DIESEL DIRECT	% of Sales Tax Revenue Retained by City
Less than \$250,000	0%	100%
\$250,000-\$500,000	50%	50%
Above \$500,000	65%	35%

(d) Payment Timing. Sales Tax Rebates shall be paid on an annual basis. Within thirty (30) days after receipt of the Sales Tax Payment Report and the Sales Tax Received Report for the final quarter of the fiscal year, the City shall rebate to Diesel Direct by check or wire transfer the Sales Tax Rebate Payment applicable for the fiscal year and provide a written accounting to Diesel Direct showing the calculation thereof, including the amount of Sales Taxes received per the Sales Tax Received Report and a reconciliation thereof to the Quarterly Sales Tax Reports. In the event of a conflict between the Sales Tax Received Report and the Quarterly Sales Tax Reports, City will inquire with the California Board of Equalization regarding the conflict to try to resolve the conflict, however, if the conflict cannot be resolved with reasonable efforts by the City, City will advise Diesel Direct in writing of the conflict and Diesel Direct shall take all available steps to

resolve the conflict between the two (2) reports. Any adjustment to the amount due shall be made on the next Sales Tax Rebate Payment.

(e) Audits. Either Party shall, upon no less than thirty (30) days prior written notice to the other, make the entirety of its books and records relating to the calculation and determination of the Sales Tax Rebate Payment, available at no cost to the requesting party and/or its designees and shall direct its accountants, consultants and contractors in possession of its books to do likewise. Each party shall bear the costs of its own auditors, experts, and any other consultants it may engage to complete its audit.

(f) Adjustments: Dispute Resolution. If following a Sales Tax Rebate Payment, the City determines that an adjustment is needed to correct an erroneous allocation, including a determination by the Board of Equalization (BOE) that all or a portion of the sales tax revenue received was improperly allocated, the City shall inform Diesel Direct in writing of the amount and basis for the adjustment, and such adjustment shall be applied to the next Sales Tax Rebate Payment, provided that Diesel Direct does not object in writing to the adjustment. If the amount of the next Sales Tax Rebate Payment is insufficient to cover the amount of the adjustment, the City shall notify Diesel Direct in writing and Diesel Direct shall pay the remaining amount owed to the City within thirty (30) days of receiving the City's written notification. If following a Sales Tax Rebate Payment, Diesel Direct determines that the payment is incorrect and Diesel Direct is owed more, Diesel Direct shall inform the City in writing of the amount and basis for the adjustment, and such adjustment and outstanding balance shall be paid to Diesel Direct within thirty (30) days from the date of notice, provided that the City does not object in writing to the adjustment.

If either party objects to the amount of the adjustment, then the Parties will meet and confer within thirty (30) days thereafter in an attempt to resolve the dispute. If the dispute is not resolved within thirty (30) days after the meet and confer, then either Party may request the matter to be resolved by an independent accounting firm mutually agreeable to both Parties. Such engagement shall be by both Parties and shall be limited to calculating the Sales Tax Rebate Payment in accordance with the terms of this Agreement. The fees and expenses of the accounting firm used in such dispute resolution shall be divided between Diesel Direct and the City in proportion to the degree to which the disputed amount of the Sales Tax Rebate Payment was resolved in each Party's favor.

For illustration purposes only, if Diesel Direct's calculation of the Sales Tax Rebate Payment was \$100,000, and the City's calculation of the Sales Tax Rebate Payment was \$80,000, and the dispute resolution process determines the Sales Tax Rebate Payment should have been \$90,000, then the Parties shall bear the accounting fees and expenses equally.

Any adjustments to amounts previously paid or to settle fees and expenses shall be applied to the next due Sales Tax Rebate Payment. If no such payment is expected within ninety (90) days, then settlement shall be made by separate payment by the owing Party. For the avoidance of doubt, each Party will bear its own legal fees and costs, if any, associated with the audit or any audit dispute resolution.

2.2 Term Extension. The Term of this Agreement shall be for ten (10) years from the date the Agreement becomes effective and may be extended by agreement between the parties for two additional five (5)-year periods, for a total of twenty (20) years.

2.3 Disclaimer as to Sales Tax Revenue. Each Party understands and acknowledges that the other Party makes no warranty, representation, covenant, or guaranty, regarding the amount of Sales Tax revenues that may be generated by Diesel Direct 's operations in any year. Specifically, but without limiting the foregoing, Diesel Direct acknowledges that the City has informed Diesel Direct that the State of California (acting through the State Legislature or any other State agency having jurisdiction) may revise the manner in which Sales Tax revenues are allocated among cities and counties and other agencies in the State or may reduce or eliminate the Sales Tax rate applicable in the State. Based on the foregoing, Diesel Direct understands and acknowledges that Diesel Direct bears the sole risk that City's Sales Tax revenues generated by Diesel Direct's operations may be reduced or no longer available to the City due to the actions of the State, which could reduce or eliminate the Sales Tax Payments to Diesel Direct. Notwithstanding the foregoing, in the event of a change in the Sales and Use Tax Law that impacts the manner in which Sales Tax is collected and distributed to the City, this Agreement shall be interpreted so as to adjust its provisions to apply the revised Sales and Use Tax Law in the manner most consistent with the Agreement's intent which is to rebate to Diesel Direct the Sales Tax Rebate Percentage of the Sales Taxes remitted by Diesel Direct that are ultimately included in the City's revenues.

ARTICLE 3

CONTINUING OBLIGATIONS

3.1 Point of Sale. As consideration for the City making the Rebates to Diesel Direct under this Agreement, Diesel Direct covenants to establish its business as the principal point of sale in California for the sale of mobile diesel refueling services and fuel management services and shall maintain its business within the City of Stockton as one of its points of sale in California so long as Diesel Direct is selling its services from its facility. For the avoidance of doubt, Diesel Direct may establish other locations at which to market and sell its services but shall not accept any incentives from other governmental entities within California to establish such other locations in violation of California Government Code Section 53083, 53084 or 53084.5.

3.2 Community Support. Diesel Direct acknowledges the importance of Diesel Direct's participation in and support for local organizations, businesses, and community events and may, in its discretion, support or participate in such organizations and events.

3.3 Indemnity.

(a) Diesel Direct shall indemnify, defend, and hold the City and its officials, employees, agents, volunteers, and successors (the "Indemnified Parties") harmless against any of the following:

(i) All legal or administrative proceedings, arbitrations, or enforcement actions commenced by a third party or parties for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of Diesel Direct and its contractors and subcontractors to pay prevailing wages pursuant to Labor Code Sections 1720 et seq. or regulations implementing the same or to comply with other applicable provisions of Labor Code Sections 1720 et seq. (or regulations implementing the same) in connection with Diesel Direct's business activities.

(ii) All administrative, legal or equitable actions commenced by a third party or parties challenging the enforceability, validity or legality of: (A) (I) this Agreement; or (II) the power of the City to enter into this Agreement or provide the incentives hereunder based on an alleged violation of California Government Code Sections 53083, 53084 and 53084.5; or (B) the City's issuance of a permit, entitlement, or approval, to the extent such actions pertain to this Agreement, and do not apply to other matters alleged or involved in such third party actions.

(b) Diesel Direct's obligation to indemnify, defend, and hold harmless the Indemnified Parties under this Section 3.3 is subject to the City: (i) promptly notifying Diesel Direct of the initiation of any such claim, action, or proceeding (unless Diesel Direct is already aware of the claim, action, or proceeding), and (ii) giving Diesel Direct the full authority to defend and settle such claim, action, or proceeding at Diesel Direct's expense. The City shall reasonably cooperate with Diesel Direct in the defense of such claim, action, or proceeding and may be represented, at the City's option and expense, by counsel of the City's selection. The City's duty under this Subsection (b) to cooperate with Diesel Direct does not include contributing to or sharing in the cost of such defense.

(c) Notwithstanding anything to the contrary, Diesel Direct's obligations related to the Indemnified Parties shall not apply to any claim or action to the extent arising from the Indemnified Parties' gross negligence or willful misconduct.

ARTICLE 4

ASSIGNMENTS

4.1 Assignments. Except as otherwise provided in Section 4.2, below, Diesel Direct may not assign this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. The City's consent to an assignment by Diesel Direct may be provided by the City's City Manager. Any unpermitted assignment, or any attempt thereof, shall not confer rights upon the purported assignee and shall constitute an immediate material default of this Agreement and City may, only after providing Diesel Direct written

notice – and an opportunity to cure as set forth below in Section 5.2(b)[Default by Diesel Direct], terminate this Agreement.

4.2 Sale or Assignment by Diesel Direct . Section 4.1 notwithstanding, the City's consent shall not be required for any assignment by Diesel Direct: (i) in connection with the sale of all or substantially all of its business operations in Stockton provided that the acquirer agrees to perform and observe, from and after the date of the sale, the obligations, terms and conditions of this Agreement (provided, however, such acquirer shall not be liable for the failure of its predecessor to perform any such obligation); or (ii) to an affiliate of Diesel Direct in connection with a corporate restructuring or other reorganization.

4.3 Breach. In the event of a breach of this Article 4, the sole remedy of the other Party shall be to terminate this Agreement by written notice to the other within thirty (30) days after becoming aware of the breach (in which event it is understood that Diesel Direct's indemnification obligations in Section 3.3 shall survive such termination).

ARTICLE 5

DEFAULT AND REMEDIES

5.1 Application of Remedies. The provisions of this Article shall govern the Parties' remedies for breach of this Agreement.

5.2 Default by City.

(a) City Event of Default. If, after providing the notice and opportunity to cure as provided in Subsection (b) below, the City is in breach of any material provision of this Agreement, such breach shall constitute a "City Event of Default" and a basis for Diesel Direct to take action against the City if left uncured by the City pursuant to Subsection (b) of this Section 5.2.

(b) Notice and Cure Procedure: Remedies. Upon the occurrence of a breach of any material provision of this Agreement by the City, Diesel Direct shall first notify the City in writing of the purported breach, giving the City thirty (30) days from receipt of such notice to cure the breach. In the event the City does not cure the breach within such thirty (30)-day period (or, if the breach is not reasonably susceptible of cure within such thirty (30)-day period, the City fails to commence the cure within such period or fails thereafter to diligently prosecute the cure to completion), then Diesel Direct shall be afforded all of its rights at law or in equity by taking any or all of the following remedies: (i) terminating this Agreement by written notice of termination to the City; (ii) prosecuting an action for damages (excluding punitive damages and consequential damages); or (iii) seeking any other remedy available at law or in equity (excluding punitive damages and consequential damages).

Default by Diesel Direct.

(a) Diesel Direct Event of Default. If after providing the notice and opportunity to cure as provided in Subsection (b) below, Diesel Direct is in breach of any material provision of this Agreement, such breach shall constitute a "_Diesel Direct_ Event of Default" and a basis for the City to take action against Diesel Direct if left uncured by Diesel Direct pursuant to Subsection (b) of this Subsection

(b) Notice and Cure Procedure; Remedies. Upon the occurrence of breach of any material provision of this Agreement by Diesel Direct_, the City shall first notify Diesel Direct in writing of the purported breach, giving Diesel Direct thirty (30) days from receipt of such notice to cure the breach. In the event Diesel Direct does not cure the breach within such thirty (30)-day period (or if the breach is not reasonably susceptible of being cured within such thirty (30)-day period, Diesel Direct fails to commence the cure within such period or fails thereafter to diligently prosecute the cure to completion), then the City shall be afforded all of its rights at law or in equity by taking any or all of the following remedies: (i) terminating this Agreement by written notice of termination to Diesel Direct; (ii) prosecuting an action for damages (excluding punitive damages and consequential damages); or (iii) seeking any other remedy available at law or in equity (excluding punitive damages and consequential damages).

5.3 Rights and Remedies Cumulative; Waiver of Default. Except as otherwise expressly provided, the rights and remedies of the Parties are cumulative, and the exercise or failure to exercise any right or remedy shall not preclude the exercise, at the same time or different times, of any right or remedy for the same breach or of any other breach. No waiver with respect to any breach or default in the performance of any obligation under the terms of this Agreement shall be deemed to be a waiver with respect to any subsequent breach or default, whether of similar or different nature. Any waiver, permit, consent or approval of any kind or character shall be effective only if made in writing and only to the extent specifically set forth in such writing.

5.4 Limitation on Liability. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY LOSS OF PROFITS, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER INDIRECT DAMAGES ARISING HEREUNDER, HOWEVER CAUSED, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE 6**GENERAL PROVISIONS**

6.1 Identity of Diesel Direct. Diesel Direct represents and warrants to the City as of the execution date of this Agreement, as follows:

(a) Organization. Diesel Direct is a corporation, duly organized, validly existing and in good standing under the laws of the State of California, with full power

and authority to conduct its business as presently conducted and to execute, deliver and perform its obligations under this Agreement.

(b) No Conflict. The execution, delivery and performance of this Agreement by Diesel Direct does not and will not conflict with, or constitute a material violation or material breach of, or constitute a material default under: (i) the organizational documents of Diesel Direct; (ii) to Diesel Direct's knowledge, any applicable law, rule or regulation binding upon or applicable to Diesel Direct; or (iii) any other material agreements to which Diesel Direct is a party.

(c) No Litigation. Unless otherwise disclosed in writing to the City, there is no existing or, to Diesel Direct's knowledge, pending or threatened litigation, suit, action or proceeding before any court or administrative agency affecting Diesel Direct and its business activities that would, if adversely determined, materially and adversely affect Diesel Direct's ability to perform its obligations under this Agreement.

6.2 Source of Sales Tax Rebate Payment. Sales Tax Rebate payments shall be payable from any source of legally available funds of the City.

6.3 Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally served or mailed, certified mail, to the respective parties as follows:

City: City of Stockton
425 N. El Dorado Street
Stockton, CA 95202
Attention: City Manager

With copy to: Office of City Attorney
425 N. El Dorado Street
Stockton, CA 95202

Diesel Direct: William J. McNamara, Jr.
74 Maple Street
Stoughton, MA 02072

With copy to: Diesel Direct West, Inc.
3734 Imperial Avenue, Suite E
Stockton, CA 95215
Attention: Tim Johnson

Notice shall be deemed effective on the date personally delivered or, if mailed, on the date listed on the return receipt.

6.4 Non-Liability of Officials, Employees and Agents. No member, official, officer, director, employee or agent of either Party shall be personally liable to the other Party, or any successor in interest, for: (i) any default or breach of this Agreement, (ii) any amount that may become due under this Agreement, or (iii) any obligation required under this Agreement.

6.5 Enforced Delay. In addition to the specific provisions of this Agreement, performance by either Party shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God or other deities; acts of the public enemy; epidemics; quarantine restrictions; moratoria, or other restrictions imposed by governmental entities other than City; freight embargoes; the filing of a lawsuit or action challenging the entitlements or environmental review for the project contemplated hereunder, this Agreement, or Diesel Direct or the City's authority to perform their respective obligations hereunder (which shall be deemed to be a delay of the Parties); or any other similar causes (not including the lack of funds) beyond the control of and without the fault of the Party claiming the inability to perform. An extension of time for any such cause of delay will be deemed granted if notice by the Party claiming the delay is sent to the other within thirty (30) days from the commencement of the cause causing the delay. In no event, however, shall the cumulative delays exceed twelve (12) months, unless otherwise agreed to by the Parties in writing. Where the default is due to a Party's failure or delay in making a payment, such Party shall promptly make the payment following the resolution or termination of the event causing the delay.

6.6 Applicable Law. This Agreement shall be interpreted under and pursuant to the laws of the State of California exclusive of its conflict of law principles.

6.7 Venue. In the event that suit shall be brought by either Party to this Agreement, the Parties agree that venue shall be exclusively vested in the state courts of the County of San Joaquin or, where otherwise appropriate, exclusively in the United States District Court, Eastern District of California, Sacramento, California.

6.8 Severability. If any term, provision, covenant or condition of this Agreement is held in a final disposition by a court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be severed and the remaining provisions of this Agreement shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

6.9 Attorneys' Fees. In the event of any legal action arising out of or relating to any breach hereof, the Party prevailing in any such action shall be entitled to recover against the non-prevailing Party all reasonable attorneys' fees, expert fees, and costs reasonably incurred by the prevailing Party in such action.

6.10 Binding Upon Successors. This Agreement shall be binding upon and inure to the benefit of the successors in interest and assigns of each of the Parties hereto. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any successor, heir, administrator, executor, successor, or assign of such Party who has acquired an interest in this Agreement or under law.

6.11 City Approval. Whenever City approval or consent is requested, the written approval or consent of the City Manager of the City shall constitute the approval or consent of the City, without further authorization required from the City Council unless, in the opinion of the City Attorney, such approval or consent requires City

Council approval as provided herein or under the law. The City hereby authorizes the City Manager to deliver such approvals or consents as are required or permitted by this Agreement on behalf of the City, subject to the concurrence of the City Attorney. If the City Attorney determines that City Council approval is required, the City Manager shall agendaize the matter for the next regularly-scheduled meeting of the City Council subject to the noticing provisions of the Ralph M. Brown Act (Government Code Sections 54950 et seq.)

6.12 Discretion Retained By City. The City's execution of this Agreement does not constitute approval by the City and in no way limits the discretion of the City to approve, deny, or conditionally approve any permit, entitlement, or approval required for the construction, creation, erection, establishment, or modification of the Improvements.

6.13 Time for Performance. Unless otherwise specified, any reference herein to "days" shall mean calendar days. If the time for performance ends on a Saturday, Sunday, City holiday, or when the City is not open for business, the time for performance shall be extended to the next business day.

6.14 Parties Not Co-Venturers. Nothing in this Agreement is intended to or does establish the Parties as partners, co-venturers, or principal and agent with one another.

6.15 Counterparts. This Agreement may be executed in counterparts and multiple originals.

6.16 Recitals Incorporated. The Recitals set forth above are incorporated into this Agreement and made a part hereof, and except where specifically stated, do not constitute covenants or representations of either Party.

6.17 Standard of Approval. Any consents or approvals required or permitted under this Agreement shall not be unreasonably withheld or made, except where it is specifically provided that a sole discretion standard applies.

6.18 Effectiveness of Agreement. This Agreement shall only become effective on the Effective Date.

6.19 Interpretation. Each Party has reviewed this Agreement and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting Party. This Agreement shall be construed as if both Parties drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this Agreement.

6.20 Signator's Warranty. Each Party warrants to the other Party that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement.

6.21 Entire Agreement and Amendments. This Agreement represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment duly executed by the Parties to this Agreement.

WHEREFORE, the Parties have executed this Agreement on the date first noted above.

ATTEST:

BONNIE PAIGE
CITY CLERK

BY _____

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

BY _____
CITY ATTORNEY

CITY OF STOCKTON:

KURT WILSON
CITY MANAGER

BY _____

DATE _____

BUSINESS:
DIESEL DIRECT WEST, INC.

BY _____
WILLIAM J. MCNAMARA, JR.
CEO & PRESIDENT

DATE _____

**City of Stockton
Office and Industrial Sales Tax Incentive Program**

1. Goals and Objectives

The purpose of the Office and Industrial Sales Tax Incentive Program is to serve as an additional tool in the City’s economic development efforts to generate new revenue, attract new business, and create additional jobs throughout Stockton. The program provides financial incentives to eligible businesses that are looking to locate or expand in office or industrial facilities within the Stockton city limits. Examples of the type of industries that would qualify for the incentive include: eCommerce, fuel distributors, medical device manufacturers, and business-to-business sales. Traditional retail establishments, such as brick-and-mortar storefronts, dealerships, malls and big box retailers, do not qualify for sales rebates under this program.

2. Program Guidelines

The Office and Industrial Sales Tax Incentive Program will be used to attract and retain businesses meeting the following criteria:

- Generate net new annual gross taxable sales of \$25 million or more
- Generate sales tax to the City of Stockton corresponding with the gross sales tax amount
- Create a minimum of 10 full-time equivalent (FTE) jobs
- Make a capital investment within the City of \$50,000 (based on office lease rate of \$12/sf/year for 5,000 s.f. building / lease rate of 20,000 s.f. industrial building at \$4.50/sf/year is \$90,000) or more (may be an aggregate of lease or purchase of facility, tenant improvements, off-site improvements, or other similar investment)
- Must have a physical presence within Stockton city limits

[Businesses currently located within the unincorporated areas of San Joaquin County, as well as local jurisdictions within San Joaquin County with the exception of the City of Stockton, are not eligible for a rebate under this program. The program is not intended to attract business from other San Joaquin County jurisdictions.](#)

An Office and Industrial Sales Tax Incentive Agreement, requiring approval by the City Council, will be executed between the City of Stockton and qualifying business, and include:

- Term of the agreement: 10 years, with two 5-year renewal options
- Tiered rebate proposal:

Net New Sales Tax Revenue	% of Sales Tax Revenue Rec'd by City to Business	% of Sales Tax Revenue Rec'd retained by City
Less than \$250,000	0%	100%
\$250,000-\$500,000	50%	50%
Above \$500,000	65%	35%

Examples of potential rebates:

Net New Sales Tax Revenue	% of Sales Tax Revenue Rec'd by City to Business	% of Sales Tax Revenue Rec'd retained by City
\$200,000	\$0 (0%)	\$200,000 (100%)
\$250,000	\$125,000 (50%)	\$125,000 (50%)
\$550,000	\$357,500 (65%)	\$192,500 (35%)
\$750,000	\$487,500 (65%)	\$262,500 (35%)

- Rebate amount will be based on net new sales tax revenue received by the City and disbursed annually to the business.
- Sales tax rebate would be limited to the Bradley-Burns 1% tax only
- Include recapture clause to protect City should BOE make a determination that all/portion of sales tax revenue received were improperly allocated.
- Provision indemnifying the City against any claim of violation of Government Code Sections 53083, 53084, and 53084.5, and other such claims.
- Must obtain City business license, proper permitting, and comply with all laws and regulations.

In order to be eligible for the incentive, the City must demonstrate that there is a direct benefit to the public, which may include, but is not limited to:

- Net new sales tax revenue received by the City of Stockton
- Creation of jobs
- Capital investment by the business

The details of the financial incentive will be included in the Office and Industrial Sales Tax Incentive Agreement, in a form approved by the City Attorney's Office. Net new sales tax revenue received through the incentive program will be used to further the City's economic development activities. The program will be in effect for a period of 5 years from the date of approval, unless extended by the City Council.

3. City Council Review

Each Office and Industrial Sales Tax Incentive Agreement will be presented to the City Council for review and consideration, based on the findings and guidelines set forth above. Approval of the Incentive Agreements will require a public hearing.

Adopted by the Stockton City Council
 June 24, 2014 – Resolution No. 2014-06-24-1505
[Amended August 12, 2014 – Resolution No.](#)

1 14-0752 **ANNUAL BOARD AND COMMISSION REPORT FOR THE CENTRAL
PARKING DISTRICT ADVISORY BOARD FOR THE PERIOD
COVERING JULY 1, 2013 THROUGH JUNE 30, 2014**

Report of Chair Kevin Dougherty for the 12 month period ending June 30, 2014.

Department: Economic Development

Attachments: [2014-07-16 Central Parking District Advisory Board Annual Report](#)



City of Stockton

Legislation Text

File #: 14-0752, Version: 1

ANNUAL BOARD AND COMMISSION REPORT FOR THE CENTRAL PARKING DISTRICT
ADVISORY BOARD FOR THE PERIOD COVERING JULY 1, 2013 THROUGH JUNE 30, 2014

Report of Chair Kevin Dougherty for the 12 month period ending June 30, 2014.

Commission Name: Central Parking District Advisory Board

Reporting Period (12 months prior): July 1, 2013 - June 30, 2014

Description of Commission

The Board serves as an advisory body to the City Council and makes recommendations on rules, rates, regulations, and development plans of the Central Parking District

Regular Meeting Dates & Times

Fourth Wednesday of every even month at 2:00 p.m.
Central Parking District Office
123 N. San Joaquin Street, Stockton CA 95202

Attendance Summary

Number of Meetings Held	4	
Commissioner Name	Number of Absences	Excused Absences
Mahala Burns	0	0
Brian Cooley	1	1
John Dentoni	1	1
Kevin Dougherty	0	0
Scott Luhn	0	0
Mahesh Ranchhod	0	0
Paul Rapp	2	2

Ethics Training Required Yes / No

Commissioner Name	Date Due	Date Completed
Mahala Burns	01/26/2016	
Brian Cooley	05/06/2015	
John Dentoni	08/10/2014	
Kevin Dougherty	01/29/2016	
Scott Luhn	05/06/2015	
Mahesh Ranchhod	08/09/2014	
Paul Rapp	02/15/2013	

Statements of Economic Interest (Form 700) Required Yes / No

Commissioner Name	Date Filed
Mahala Burns	03/11/2014
Brian Cooley - appointed 5/6/2014	
John Dentoni	03/27/2014
Kevin Dougherty	02/01/2014
Scott Luhn - appointed 5/6/2014	
Mahesh Ranchhod	02/19/2014
Paul Rapp	04/01/2014

Accomplishments and Comments

Challenges:

Resources/Funding needed for lot and garage maintenance items. Upgrading Downtown parking meters. Installing modernized equipment at appropriate lots and garages. Improving the safety of Downtown parking.

Goals:

Improve maintenance and increase revenue. Upgrade parking meters for patron convenience by adding credit card acceptance and modern apps. Modernize equipment and install modern ADP entrance and exit equipment at the Channel Street Garage. Lot "F," the SEB Garage and create an ACCESS Card system for Lot "N". Update the software for the SCANNET parking control operating system at the Central Parking District office. Coordinate with the Police Department to enhance security to create a better downtown parking environment.

2

14-0804

**ANNUAL BOARD AND COMMISSION REPORT FOR THE
COMMUNITY DEVELOPMENT COMMITTEE FOR THE PERIOD
COVERING JULY 1, 2013 THROUGH JUNE 30, 2014**

*Report of Chair Justin Redman for the 12 month period ending June 30,
2014.*

Department: Economic Development

Attachments: [2014-07-16 Community Development Committee Annual Report](#)



City of Stockton

Legislation Text

File #: 14-0804, Version: 1

ANNUAL BOARD AND COMMISSION REPORT FOR THE COMMUNITY DEVELOPMENT
COMMITTEE FOR THE PERIOD COVERING JULY 1, 2013 THROUGH JUNE 30, 2014

Report of Chair Justin Redman for the 12 month period ending June 30, 2014.

Commission Name: Community Development Committee

Reporting Period (12 months prior): July 1, 2013 - June 30, 2014

Description of Commission

Act as advisory body to the City Council;

- Studies Housing Department data to determine recommended ongoing project funding levels;
- Reviews Department of Housing and Urban Development applications for Community Development funds;
- Meets with area residents to analyze activities, needs and community support for newly designated areas.

Regular Meeting Dates & Times

Meetings are held as needed or quarterly at a minimum
Economic Development Department Conference Room, 3rd Floor
425 N. El Dorado Street, Stockton CA 95202

Attendance Summary

Number of Meetings Held	5	
Commissioner Name	Number of Absences	Excused Absences
LaJuana Bivens	5	0
Michelle DiGuilio	1	1
James Gorman	0	0
Hugo Haro	2	2
Justin Redman	1	1
Sally Wooden	0	0

Ethics Training Required Yes / No

Commissioner Name	Date Due	Date Completed

Statements of Economic Interest (Form 700) Required Yes / No

Commissioner Name	Date Filed
LaJuana Bivens	Not filed
Michelle DiGuilio	04/03/2014
James Gorman	02/19/2014
Hugo Haro	05/19/2014
Justin Redman	03/10/2014
Sally Wooden	02/25/2014

Accomplishments and Comments

Challenges:

The CDC recommends which local non-profit organizations should receive funding to assist with the provision of services to low-income residents. Organizations that apply for funding include the local food banks and those that assist the blind, provide wheel chair ramps, after school programs, and child abuse prevention services. The City receives the funds that are being provided to these organizations from the U.S. Department of Housing and Urban Development (HUD). For the 2014-15 fiscal year, the City's allocation from HUD was 32 percent less than it received in 2010-11. These reductions in funding, during a time when there is an increased need in our community, have made the process more challenging for the CDC.

Goals:

During the upcoming year, the CDC will participate in the preparation of the City's 2015-2020 Consolidated Plan. The Consolidated Plan identifies long-term goals and objectives which the City hopes to accomplish using the funds from HUD.

3

14-0805

**ANNUAL BOARD AND COMMISSION REPORT FOR THE
SUCCESSOR AGENCY OVERSIGHT BOARD FOR THE PERIOD
COVERING JULY 1, 2013 THROUGH JUNE 30, 2014**

*Report of Chair Paul Sensibaugh for the 12 month period ending June
30, 2014.*

Department: Economic Development

Attachments: [Oversight Board Annual Report](#)



City of Stockton

Legislation Text

File #: 14-0805, Version: 1

ANNUAL BOARD AND COMMISSION REPORT FOR THE SUCCESSOR AGENCY OVERSIGHT BOARD FOR THE PERIOD COVERING JULY 1, 2013 THROUGH JUNE 30, 2014

Report of Chair Paul Sensibaugh for the 12 month period ending June 30, 2014.

Commission Name: Successor Agency Oversight Board

Reporting Period (12 months prior): July 1, 2013 - June 30, 2014

Description of Commission

As the Successor Agency, the City of Stockton accepts all records, assets, liabilities and function of the Redevelopment Agency. It makes payments in accordance with Recognized Obligation Payment Schedules; maintains bond reserves; remits unencumbered balances of the Redevelopment Agency to the County Auditor/Controller; and, disposes of assets and properties of the former Redevelopment Agency as directed by the Oversight Board.

Oversight Board members shall have fiduciary responsibilities to holders of enforceable obligations, as that term is defined in H&S 34171(d), and the taxing entities that benefit from distributions of property tax and other revenues pursuant to H&S 34188.

The Board directs the Successor Agency on disposal of assets and approves certain Successor Agency actions, for example modification of loan repayment terms, refunding of outstanding bonds, and City retention of any former Redevelopment Agency properties.

Regular Meeting Dates & Times

Meets as needed, semi-annually, at 11:00 a.m.
Stockton City Hall
425 North El Dorado, Stockton CA 95202

Attendance Summary

Number of Meetings Held – 3		
Commissioner Name	Number of Absences	Excused Absences
James Foley	0	
Shabbir Khan	0	
Gary Lambdin	1	1
Erin Mettler	0	
Kathy Miller	0	
Raquel Puentes-Griffith	2	2
Paul Sensibaugh	1	1
James Thomas	0	

Ethics Training Required Yes / No

Commissioner Name	Date Due	Date Completed
James Foley		
Shabbir Khan		
Gary Lambdin	11/14/2014	
Erin Mettler		
Kathy Miller	10/21/2015	
Raquel Puentes-Griffith		
Paul Sensibaugh	01/31/2015	
James Thomas		

Statements of Economic Interest (Form 700) Required Yes / No

Commissioner Name	Date Filed
James Foley	04/01/2014
Shabbir Khan	03/10/2014
Gary Lambdin	02/20/2014
Erin Mettler	03/05/2014
Kathy Miller	03/04/2014
Raquel Puentes-Griffith	03/20/2014
Paul Sensibaugh	02/20/2014
James Thomas	02/10/2014

Accomplishments and Comments**Challenges:**

It is a challenge to meet the reporting requirements and the Department of Finance report review and approval process.

Goals:

To continue the dissolution process by directing or approving actions of the Successor Agency such as the sale, transfer, or retention of Agency properties, submission of reports, and transfer of excess property tax revenues to the affected taxing entities.