



Agenda

PLEASE NOTE: HYBRID MEETING FORMAT

- REGULAR MEETING OF THE RICHMOND CITY COUNCIL

Tuesday, March 11, 2025, 3:30 p.m.

Community Services Building

440 Civic Center Plaza

Richmond, CA 94804

Members:

Eduardo Martinez, Mayor at Large

Jamelia Brown, Councilmember District 1

Cesar Zepeda, Vice Mayor, District 2

Doria Robinson, Councilmember District 3

Soheila Bana, Councilmember District 4

Sue Wilson, Councilmember District 5

Claudia Jimenez, Councilmember District 6

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<http://www.ci.richmond.ca.us/list.aspx>

HOW TO WATCH THE MEETING FROM HOME:

1. KCRT – Comcast Channel 28 or AT&T Uverse Channel 99
2. Livestream online at <http://www.ci.richmond.ca.us/3178/KCRT-Live>

HOW TO SUBMIT PUBLIC COMMENTS:

In Person: Anyone who desires to address the City Council on items appearing on the agenda, *including Open Forum*, must complete and file a pink speaker's card with the City Clerk **prior** to the City Council's consideration of the item. Once the City Clerk has announced the item, no person shall be permitted to speak on the item other than those persons who have submitted their names to the City Clerk. **Each speaker will be allowed up to TWO (2) MINUTES to address the City Council on NON-PUBLIC HEARING items listed on the agenda. Speakers are allowed up to THREE (3) minutes on PUBLIC HEARING items.**

Via Zoom: Anyone who desires to address the City Council on items appearing on the agenda, *including Open Forum*, must raise their hand once public comment is open. **The public speakers attending in person will be called first, followed by Zoom participants. Only those public speakers that have their hand raised once the speakers are called will be recognized.**

Open Session and City Council: **Please click the link below to join the webinar:**
<https://zoom.us/j/99312205643?pwd=MDdqNnRmS2k4ZkRTOWhIUldQOUF1Zz09>

Passcode: ccmeeting

By iPhone one-tap: US: +16699006833,,99312205643# or +13462487799,,99312205643#

By Telephone: Dial (for higher quality, dial a number based on your current location): US: +1 669 900 6833 or +1 346 248 7799 or +1 253 215 8782 or +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592

Webinar ID: 993 1220 5643

International numbers available: <https://zoom.us/u/aehrwCglSx>

To comment by video conference: click on the Participants button at the bottom of your screen and select the "Raise Your Hand" button to request to speak when Public Comment is being asked for. **When called upon, press the unmute button. After the allotted time, you will then be re-muted. ****

To comment by phone: you will be prompted to "Raise Your Hand" by pressing "*9" to request to speak when Public Comment is asked for. **When called upon, you will be asked to unmuted by pressing *6.** After the allotted time, you will then be re-muted. Instructions of how to raise your hand by phone are available at:

<https://support.zoom.us/hc/en-us/articles/201362663-Joining-a-meeting-by-phone>. **

****The mayor will announce the agenda item number and open public comment when appropriate.**

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Via eComments: eComments are available once an agenda is published. Locate the meeting in "upcoming meetings" and click the comment bubble icon. Click on the item you wish to comment on. eComments can be submitted when the agenda is published and until the conclusion of public comments for the agenda item. Email your comment to cityclerkdept@ci.richmond.ca.us should you have difficulty submitting an eComment during a meeting.

Via email: to cityclerkdept@ci.richmond.ca.us by 1:00 p.m. the day of the meeting.

Emails **MUST** contain in the subject line 1) public comments – Open Session prior to Closed Session; 2) public comments – Open Forum; or 3) public comments agenda item # ___ [include the agenda item number].

Properly labeled public comments will be considered a public record, put into the official meeting record, available after the meeting as supplemental materials, and will be posted as an attachment to the meeting minutes when the minutes are posted: <http://www.ci.richmond.ca.us/Archive.aspx?AMID=31>

The City cannot guarantee that its network and/or the site will be uninterrupted. To ensure that the City Council receives your comments, you are strongly encouraged to submit your comments in writing in advance of the meeting.

Procedures for Removing Items from the Consent Calendar: Members of the public who request to remove an item from the consent calendar must first discuss the item with a staff member by phone or a back-and-forth email discussion, and state the name of the staff member when requesting removal of the item from the consent calendar **(by 2 p.m. the day of the meeting)**.

Any member of the City Council who would like to remove an item from the consent calendar must notify the appropriate staff person and the City Clerk's Office prior to the meeting. Although members of the City Council are encouraged to ask questions and share concerns with staff ahead of the meeting, they are not required to do so.

The Clerk's Office must be informed of any requests to remove items from the Consent Calendar. Items removed from the Consent Calendar shall be placed at the end of the agenda for consideration.

CONDUCT AT MEETINGS: Richmond City Council meetings are limited public forums during which the City strives to provide an open, safe atmosphere and promote robust public debate. Members of the public, however, must comply with state law, as well as the City's laws and procedures and may not actually disrupt the orderly conduct of these meetings. The public, for example, may not shout or use amplifying devices, must submit comment cards and speak during their allotted time, may not create a physical disturbance, may not speak on matters unrelated to issues within the jurisdiction of the City Council or the agenda item at hand, and may not cause immediate threats to public safety.

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in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services and sign language interpreters, to enable individuals with disabilities to participate in and provide comments at/related to public meetings. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, auxiliary aid, service or alternative format requested at least two days before the meeting. Requests should be emailed to cityclerkdept@ci.richmond.ca.us or submitted by phone at 510-620-6513, ext. 9, or 510-620-6509. Requests made by mail to City Clerk's Office, City Council meeting, 450 Civic Center Plaza, Richmond, CA 94804 must be received at least two days before the meeting. Requests will be granted whenever possible and resolved in favor of accessibility.

Unless otherwise noted in an agenda description, all actions taken by the Council include a determination that CEQA does not apply (i.e., the action is not a project and therefore exempt from CEQA).

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Pages

A. OPEN SESSION TO HEAR PUBLIC COMMENT BEFORE CLOSED SESSION

3:30 p.m.

B. ROLL CALL

C. CLOSED SESSION

C.1 CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)

- Agency Representatives: Sharrone Taylor, Jack Hughes, Lisa Charbonneau

Employee organizations:

1. SEIU Local 1021 Full Time Unit and Part Time Unit
2. IFPTE Local 21 Mid-Level Management Unit and Executive Management Unit
3. Richmond Police Officers Association RPOA
4. Richmond Police Management Association RPMA
5. IAFF Local 188
6. Richmond Fire Management Association RFMA

C.2 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (paragraph (1) of Subdivision [d] of Government Code Section 54956.9)

- Winehaven Legacy LLC v. City of Richmond

C.3 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (initiation of litigation pursuant to paragraph (4) of Subdivision (d) of Government Code Section 54956.9)

- One case

D. PUBLIC COMMENT BEFORE CLOSED SESSION (limited to items on the Closed Session agenda only)

E. ADJOURN TO CLOSED SESSION

F. REGULAR MEETING OF THE RICHMOND CITY COUNCIL

5:00 p.m.

G. PLEDGE OF ALLEGIANCE**H. ROLL CALL****I. STATEMENT OF CONFLICT OF INTEREST****J. AGENDA REVIEW****K. REPORT FROM THE CITY ATTORNEY OF FINAL DECISIONS MADE DURING CLOSED SESSION****L. REPORT FROM THE CITY MANAGER (public comment allowed under Open Forum)****M. OPEN FORUM FOR PUBLIC COMMENT**

(public comment on items that remain on the Consent Calendar or items not on the agenda - limited to 2 minutes unless otherwise specified - Back and forth dialogue with the Council is prohibited)

N. CITY COUNCIL CONSENT CALENDAR

(All items placed under the Consent Calendar are considered to be routine and noncontroversial. These items will be enacted upon together with a motion and second, without discussion, of any member of the City Council, and each item shall be deemed to have received the action recommended.)

N.1 City Attorney's Office**N.1.a Amendments to the City Council Rules and Procedures**

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APPROVE amendments to Section II (Meetings) of the City Council Rules and Procedures to 1) formally change the start time of Open Session to 3:30 p.m. and Regular Session to 5:00 p.m. on a six-months trial basis; and 2) to end all Richmond City Council meetings no later than 11:00 p.m. without the option of extending the meeting - City Attorney's Office/City Manager's Office/City Clerk's Office (Dave Aleshire 510-620-6509/Shasa Curl 510-620-6512/Pamela Christian 510-620-6513).

N.1.b Fifth Amendment to the Legal Services Agreement ("LSA") with Orbach Huff & Henderson, LLP ("Orbach")

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APPROVE a fifth amendment to the Orbach Huff & Henderson, LLP Legal Services Agreement in the amount of \$200,000 for a total contract amount not to exceed \$770,000, with a term ending on June 30, 2027, to continue representing the City in police and tort cases – City Attorney's Office (Kimberly Chin 510-620-6709/Shannon Moore 510-620-6509).

- N.2 City Council**
- N.2.a Request for Funding to Support Community Outreach by the Human Rights and Human Relations Commission** 66
- APPROVE \$1,500 to pay for printed materials that the Human Rights and Human Relations Commissioners will use to increase public outreach and attendance for an immigrant rights meeting - Councilmember Sue Wilson (510-602-6636).
- N.3 Community Development**
- N.3.a Accept and Award Miraflores Interpretative Signage Bids and Authorize Change** 68
- APPROPRIATE a \$97,500 National Park Service Japanese American Confinements Site (JACS) program grant to the Fiscal Year 2024-2025 budget and ADOPT a resolution granting the city manager the authority to accept bids and award a contract for the Miraflores Interpretative Signage project to avoid potential loss of grant funds that expire on April 30, 2025 – Community Development Department (Lina Velasco 510-620-6841).
- N.4 Finance Department**
- N.4.a Special Assessment for Unpaid Garbage Liens** 73
- ADOPT a resolution authorizing placement of liens and special assessments for unpaid garbage collection service fees on Contra Costa County's property tax records – Finance Department (Andrea Miller/Mubeen Qader 510-620-6740/Antonio Banuelos 510-620-6741).
- N.5 Library and Community Services**
- N.5.a Grant Award from the Chevron Community Engagement Foundation** 179
- ADOPT a resolution to ACCEPT and APPROPRIATE a grant award from the Chevron Community Engagement Foundation for the Office of Neighborhood Safety (ONS) to Enhance Street Outreach/Mobile Crises Response – Community Services Department (Sam Vaughn 510-620-5404)

N.6 Public Works**N.6.a Approval of OBAG3 Grant Appropriation and Contract Award for McBryde Avenue Improvement Project 184**

ADOPT a resolution to ACCEPT and APPROPRIATE One Bay Area Grant 3 (OBAG3) Grant funds in the amount of \$1,028,000 for the McBryde Avenue Improvement Project; AUTHORIZE the city manager or designee to execute a contract with BKF Engineers for engineering design services for the McBryde Avenue Improvement Project in a not-to-exceed amount of \$539,200, with a contract term from February 25, 2025, through December 31, 2026; and AUTHORIZE the public works director to approve a contingency amount of up to \$20,800 to facilitate project completion – Public Works Department (Hillal Hamdan 510-621-1612/Robert Armijo 510-620-5477/Daniel Chavarria 510-620-5478).

O. BUDGET SESSION**O.1 Fiscal Year (FY) 2023-24 Audited Unspent Funds 331**

DISCUSS and ADOPT resolutions to APPROPRIATE Fiscal Year 2023-24 audited unspent funds in the amount of \$5,571,504 and COMMITTING an additional \$1,400,000 to the Homekey Project loan, for total unspent funds of \$6,971,504 – Finance Department (Andrea Miller 510-620-6790/Mubeen Qader 510-412-2077/Jerry Gurule 510-620-6591).

P. PUBLIC HEARINGS - NOT BEFORE 6:30 P.M.**P.1 Extension of Interim Urgency Ordinance for a Moratorium on Parklets within City Limits 347**

ADOPT an interim urgency ordinance regarding parklets, establishing a 10-month and 15-day moratorium on the establishment of new parklets, expansion of existing parklets, or the extension of the term of existing parklets within City limits to allow for the City's review and adoption of permanent zoning regulations for such uses to ensure public health, safety, and welfare - City Attorney's Office (Dave Aleshire 510-620-6509).

Q. NEW BUSINESS**Q.1 Adopt Sanctuary City Ordinance. 362**

INTRODUCE an ordinance (first reading) adding Chapter 2.30 entitled "Limitations on Use of City Resources for Federal Immigration Enforcement" to the Richmond Municipal Code – City Attorney's Office (Dave Aleshire/Shannon L. Moore/ Kimberly Y. Chin/Chris Dykzeul 510-620-6509).

R. REPORTS OF OFFICERS: REFERRALS TO STAFF, AND GENERAL REPORTS (INCLUDING AB 1234 REPORTS)(limited to two minutes per Councilmember)(public comments allowed under Open Forum)**S. ADJOURNMENT**



AGENDA REPORT

City Attorney's Office
City Manager's Office
City Clerk's Office

DATE:	March 11, 2025
TO:	Mayor Martinez and Members of the City Council
FROM:	Dave Aleshire, City Attorney Shasa Curl, City Manager Pamela Christian, City Clerk
Subject:	Amendments to the City Council Rules and Procedures
FINANCIAL IMPACT:	None
PREVIOUS COUNCIL ACTION:	June 18, 2013 April 22, 2014 October 21, 2014 July 27, 2021 November 23, 2021 January 18, 2022
STATEMENT OF THE ISSUE:	The City Council would like to amend the City Council Rules and Procedures to modify Section II (Meetings) to formally change the start time of Open Session to 3:30 p.m. and Regular Session to 5:00 p.m. on a trial basis, and to change the end time of meetings to no later than 11 p.m. without an option to extend the meeting.
RECOMMENDED ACTION:	APPROVE amendments to Section II (Meetings) of the City Council Rules and Procedures to 1) formally change the start time of Open Session to 3:30 p.m. and Regular Session to 5:00 p.m. on a six-months trial basis; and 2) to end all Richmond City Council meetings no later than 11:00 p.m. without the option of extending the meeting - City Attorney's Office/City Manager's Office/City Clerk's Office/ (Dave Aleshire 510-620-6509, Shasa Curl 510-620-6512, and Pamela Christian 510-620-6513).

DISCUSSION:

The rules concerning the conduct of public meetings are set forth in Government Code § 54954(d), which states “Each legislative body of a local agency . . . shall provide by ordinance, resolution, bylaw or whatever other rule is required for the conduct of business by that body, the time and place for holding regular meetings.” (“Brown Act”). For the Richmond City Council, these rules of procedure are set forth in the City Council Rules of Procedure, adopted and amended from time to time by resolution. This is compliant with the Brown Act.

The City’s current process has been starting meetings at 6:30 p.m. on specified Tuesday nights, with closed sessions starting two hours earlier at 4:30 p.m., and ending at 11 p.m., but subject to extensions to 11:30 p.m. or thereafter by a two-thirds vote. Last year the Council found many going to 11:30 p.m. and past 11:30 p.m. An 11:30 stop meant a seven-hour meeting, generally without recess. Generally, in the later hours, there would be no public attendance, no public participation or transparency.

Mayor Eduardo Martinez expressed his support for a proposal to begin City Council meetings at an earlier time. The Mayor reasoned that earlier meetings could allow for more focused discussions, timely decision-making, and more inclusiveness of citizens who are not able to attend late-hour meetings. Under his proposal the proposed new start times were as follows: starting Open Session at 3:30 p.m., and starting Regular Session at 5:00 p.m.

Upon approval of this item, the Richmond City Council will amend Section II (Meetings) of its Council Rules and Procedures to 1) formally change the start time of Open Session to 3:30 p.m. and Regular Session to 5:00 p.m. on a six-month trial basis; and 2) to end all Richmond City Council meetings at 11:00 p.m. without the option of extending the meeting

The City Council Rules and Procedures – Section II (Meetings) A.(3) states as follows:

II. Meetings

A. Regular Meetings

- (1) Regular meetings of the Council of the City of Richmond shall be held on the first and third Tuesdays of the month provided that, if any Tuesday falls on a legal holiday, the meeting shall be held on the following Tuesday at the same hour. ***Any future regular or special meeting may be canceled by a vote of a majority of the members of the City Council during a regular or special meeting.***

- (2) Regular meetings held on the first and third Tuesdays of the month should be reserved for items requiring Council action.
- (3) The evening session of regular City Council meetings shall begin at 6:30 p.m or as otherwise posted.
- (4) Regular meetings of the City Council shall adjourn by 11:00 p.m. unless the time of adjournment is extended by the consent of a majority of the City Council. Any motion to extend the meeting beyond 11:00 p.m. shall include a list of specific agenda items to be discussed or approved and shall specify the order these items shall be handled. If a meeting continues past 11:00 p.m., it shall end at 11:30 p.m. 11:30 p.m. shall be the firm end-time of the meeting, unless by a 2/3 vote the City Council suspends the rules and then votes affirmatively to extend past 11:30 p.m..

To meet the requirements of the Brown Act, the decision to convert to this new time period was placed as an agenda item on the Council agenda at the February 25, 2025, agenda. There were public speakers, and the Councilmembers discussed the reason for the change of starting meetings earlier so that more of the public would be present when the meeting starts 1.5 hours earlier. All the elements of the proposal were discussed including the closed session time (3:30 p.m.), the regular meeting start time (5:00 p.m.) and the ending time of 11:00 p.m. and eliminating the successive extension feature. The City Attorney advised that this needed to be implemented by formal resolution.

Finally, the Council adopted a motion incorporating the following elements and directed that they wanted to incorporate this at the next meeting. The Rules of Procedure actually state that the evening session of the regular City Council meetings shall begin at 6:30 p.m. "or as otherwise posted." Relying on the direction given at the February 25 meeting, the City Clerk posted the agenda on March 4 for the earlier times. Ironically, as the March 4 meeting went late, the Council used the existing procedure to prolong the meeting to 11:30 p.m.

It is the hope of the Council that more of the people's business gets conducted at an earlier time thereby promoting public awareness and participation. We welcome your comments on how this experiment works.

DOCUMENTS ATTACHED:

Attachment 1 – Council Rules and Procedures Amendments (redlined)

CITY OF RICHMOND

City Council Rules

of

Procedure and Order

Adopted by **City Council Resolution No. 61-13**

Effective: June 18, 2013

Amended April 22, 2014

Amended October 21, 2014

Amended July 27, 2021

Amended November 23, 2021

Amended January 18, 2022

Amended March 11, 2025

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Richmond that the following rules of the City Council shall govern all proceedings of the City Council therein described, subject to the exception and deviations provided for in such rules.

BE IT FURTHER RESOLVED, that the Council shall review its Rules of Procedure in March of each even numbered year.

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DEFINITIONS

Councilmembers: All elected members of the City Council including the mayor.

I. Officers' Responsibilities

A. Duties of Mayor At City Council Meetings

The mayor shall preside at the meetings of the Council and shall preserve strict order and decorum at all regular and special meetings of the Council. The mayor shall state every question coming before the Council and announce the decision of the Council on all subjects, and decide all questions of order. The mayor has final say on all rules, subject to being overturned by a majority of the City Council.

B. Duties of Councilmembers at City Council Meetings

Promptly at the hour on the date of each regular and special meeting, the members of the Council shall take their regular stations in the Council Chambers and the business of the Council shall be taken up for consideration and disposition pursuant to Article III of the City Charter.

II. Meetings

A. Regular Meetings

- (1) Regular meetings of the Council of the City of Richmond shall be held on the first and third Tuesdays of the month provided that, if any Tuesday falls on a legal holiday, the meeting shall be held on the following Tuesday at the same hour. ***Any future regular or special meeting may be canceled by a vote of a majority of the members of the City Council during a regular or special meeting.***
- (2) Regular meetings held on the first and third Tuesdays of the month should be reserved for items requiring Council action.
- (3) The evening session of regular City Council meetings shall begin at ~~6:30~~ **5:00** p.m. for a trial period of six months on a six-month trial basis beginning March 4, 2025. or as otherwise posted
- (4) Regular meetings of the City Council shall adjourn by 11:00 p.m. unless the time of adjournment is extended by the consent of a majority of the City Council. Any motion to extend the meeting beyond 11:00 p.m. shall include a list of specific agenda items to be discussed or approved and shall specify the order these items shall be handled. If a meeting continues past 11:00 p.m., it shall end at 11:30 p.m. 11:30 shall be the firm end-time of the meeting, unless by a 2/3 vote the City Council suspends the rules and then votes affirmatively to extend past 11:30. Notwithstanding the foregoing, the City Council may not extend any regular meetings of the City Council past 11:00pm without exception beginning March 4, 2025 for a trial period of six months.

B. Fourth Tuesday Meetings As Needed

The Council may hold regular meetings on the fourth Tuesday of the month as needed. Study sessions, presentations, proclamations, commendations, time-sensitive items, and items expected to take more than an hour will be scheduled at that meeting. If possible, agenda items anticipated to be lengthy should appear as the first item on the agenda. Study for Action sessions may result in a City Council motion that provides policy direction to staff.

C. Closed Sessions

Open Session to Hear Public Comment before Closed Session shall begin at 3:30 p.m. for a trial period of six months on a six-month trial basis beginning March 4, 2025. A closed session may be held at any regular or special meeting for any purpose authorized by the Brown Act. Council actions shall be governed by the Brown Act. Public comment shall be received in open session prior to a closed session. To ensure strict compliance with the Brown Act, the City Attorney, or the City Attorney's designee, shall be the individual who reports out in public session

any reportable action taken during closed session, and any other information from closed session authorized to be disclosed by a majority vote of the City Council.

D. Special Meetings

Special meetings may be called at any time by the mayor or by a majority of the City

Council in accordance with Government Code Section 54956. The call and notice of such special meeting shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such special meeting by the City Council.

E. City Council Recess Periods

The City Council recess period shall begin the first Tuesday in August, and reconvene the first Tuesday following the week of Labor Day.

During any recess period, the city manager is authorized to take such ministerial actions for matters of operational urgency including such emergency actions as are necessary for the immediate preservation of the public peace, health or safety, as would normally be taken by the City Council during the period of recess, except for those duties specifically reserved to the Council by the Charter. This authority extends throughout the period of recess established by the City Council.

The city manager shall make a full and complete report to the City Council at its first regularly scheduled meeting, following the period of recess, of actions taken by the city manager pursuant to this section, at which time the City Council may make such findings as may be required and confirm said actions of the city manager.

III. Conducting Meetings

A. Rosenberg Rules of Order

Rosenberg's Rules of Order, as published by the League of California Cities, shall be the parliamentary rules of order for City Council meetings except for the exceptions described in Section VI, B Procedural Matters 5-7.

B. Quorum Call

During the course of the meeting, should the Chair note a Council quorum is lacking, the Chair shall call this fact to the attention of the city clerk. The city clerk shall issue a quorum call. If a quorum has not been restored within three minutes of a quorum call, the mayor may call for a recess of up to 30 minutes in order to establish a quorum or he/she may adjourn the meeting.

C. Decorum and Discussion by Council members

While the Council is in session, the members must preserve order and decorum. A Councilmember shall not, by conversation or other actions, delay, interrupt the proceedings or the peace of the Council nor disturb any member while speaking, nor refuse to obey the orders of the Council, or the presiding officer, except as otherwise herein provided. Councilmembers shall use discretion and leave the Chamber to discuss items before the City Council with members of the audience.

Councilmembers are prohibited from using a cell phone or pager during a meeting, except for urgent matters, to avoid disruption and also to avoid a perception of a Brown Act violation.

All Councilmembers shall maintain a professional decorum during business meetings of the City Council. All members should adhere to the City of Richmond's Code of Ethics.

Councilmembers shall limit their questions to staff and other presenters to actual questions, rather than statements.

Councilmember's comments and questions will be limited to 5 minutes per item. After each Councilmember has had a turn, the Council may vote on a non-debatable motion to have additional rounds of discussion also limited to 5 minutes

per Councilmember. For important issues, each Councilmember will be allowed two “special considerations” per meeting. Each “special consideration” will allow a Councilmember an additional 5 minutes on a topic.

D. Manner of Addressing the City Council in-person - Time Limit

- (1) Anyone who desires to address the City Council on items appearing on the agenda must complete and file a pink speaker’s card with the city clerk prior to the City Council’s consideration of the item. Once the city clerk has announced the item and discussion has commenced, no person shall be permitted to speak on the item other than those persons who have submitted their names to the city clerk. Speakers will be called when the item is announced for discussion. Each speaker will be allowed two (2) minutes to address the City Council on items listed on the agenda.
- (2) Unless otherwise permitted by a majority of the City Council, once the discussion of the agenda item has commenced, no person shall be permitted to speak on the item other than those persons who have submitted their names to the City Clerk. Unless otherwise waived by a majority of the City Council any person addressing the City Council on any item on the agenda shall be limited to a maximum of two (2) minutes.
- (3) The city clerk shall call the speakers in groups of seven to sit directly behind the speaker podium. The person shall approach the microphone, state his/her name and city of residence in an audible tone of voice for the records. All remarks shall be addressed to the City Council as a body and not to any member thereof.

Manner of Addressing the City Council – Virtual or by phone

- (4) To comment by video conference, click on the Participants button at the bottom of your screen and select the “Raise Your Hand” button to request to speak when Public Comment is being asked for. Speakers will be called upon in the order they select the “Raise Your Hand” feature. When called upon, press the unmute button. After the allotted time, you will then be re-muted.
- (5) To comment by phone, you will be prompted to “Raise Your Hand” by pressing “*9” to request to speak when Public Comment is asked for. When called upon, you will be asked to unmute by pressing *6. After the allotted time, you will then be re-muted.

E. Decorum by Public

No person shall engage in disorderly behavior that actually disrupts, disturbs or otherwise impedes the orderly conduct of the Council meeting. Such behavior may include but is not limited to shouting, making disruptive noises, such as boos or hisses, creating or participating in a physical disturbance, calling out or speaking out of turn or in violation of applicable rules, refusing to modify conduct after being advised by the presiding officer that the conduct is disrupting the meeting or disobeying any other lawful order of the presiding officer, speaking on an issue that is not within the jurisdiction of the City Council, speaking on an item at a time not designated for discussion by the public of that item, continuing to speak after the allotted speaker time has expired, causing an immediate threat to public safety, preventing or attempting to prevent others who have the floor from speaking, preventing others from observing the meeting, entering into or remaining in an area of the meeting room that is not open to the public, or approaching the Council table without consent. Any message to or contact with any member of the Council while the Council is in session shall be through the City Clerk.

F. Enforcement of Decorum

Any law enforcement officer on duty or whose service is commanded by the presiding officer shall be Sergeant-at-Arms of the Council meetings. He/she, or they, shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the Council meetings.

The rules of conduct shall be enforced in the following manner:

- a) Call to order and warning to desist. Whenever practicable, the presiding officer shall give a warning to the person who is breaching the rules of conduct to be orderly and to comply with the rules of conduct. A second warning shall also be given when practicable. A warning need not be given when it would not be effective under the circumstances, including when, for example, the disturbance is such that the warning cannot be heard above the noise, or the person's conduct immediately threatens public safety (such as throwing of objects or specific threats of harm and the apparent, present ability to carry out such threats).
- b) Order barring person from that same meeting. A person who engages in disorderly behavior shall be barred from the remainder of that same council meeting by the presiding officer when that person continues the disorderly behavior after receiving a warning at that meeting (and a second warning when practicable) to desist. Such behavior is willful disruption that actually disrupts the orderly conduct of the meeting.

G. Brown Act Requirements for Council Action

The Council shall not take action on any item that has not been published on the agenda of the meeting and posted in accordance with Chapter 4 of the Brown Act. Any item not on the agenda shall not be considered unless the item can be considered by the City Council pursuant to Government Code Section 54954.2(b), The Ralph M. Brown Act (Attached as Section B, Government Code Section 54950-54963, in the Index of this Policy).

H. Requests for Technical Assistance and/or Reports

During Council consideration of an item any member can request staff to provide technical assistance, develop a report, initiate staff research, or respond to requests for information or service. All such responses to these requests become a matter of Public Record.

A Councilmember may request research on any item being considered. Any Councilmember may ask staff to provide information when such a request would only require a reasonable amount of time to accomplish, as determined by the city manager. A request for information being considered that requires an extensive amount of staff time must be approved by the majority of the Councilmembers. Staff shall not spend any time or money pursuing initiatives that are contrary to existing public policy without first requesting and receiving direction from a majority of the City Council.

City staff has the same obligation to respond to Councilmembers' requests for information as requests from the public pursuant to Chapter 2.40 of the Richmond Municipal Code (RMC).

I. Recordings of Meetings

All meetings of the City Council (except closed sessions) shall be open to the media and may be recorded by tape, radio, television, or photography by a member of the public, provided such recordings do not interfere with the orderly conduct of the meetings and do not (because of noise, illumination, or obstruction of view) constitute a persistent disruption of the proceedings.

J. Campaigning at Meetings

City Council chambers during City Council meetings are a campaign-free zone. Election of individuals to the Council or other office is not within the Council's subject matter jurisdiction, and speakers may not campaign for or against candidates for office at Council meetings. Ballot measures, on the other hand, are within the jurisdiction of the Council and may be discussed; and speakers may criticize the City's policies, programs, services or acts or omissions of the Council or its members. The following are examples of permissible comments: "Vote for Measure A", "Vote against Measure D", "The streets are filled with potholes", "The Council is doing a poor job", "Councilmember Smith is a lousy councilmember." The following comments are examples of impermissible comments outside of the City's subject matter jurisdiction: "Vote for Smith", "Vote against Smith".

IV. ORDER OF BUSINESS

A. Pledge of Allegiance to the Flag – in person meeting

At the beginning of each Richmond City Council meeting, the Pledge of Allegiance will be recited by the City Council and the audience.

B. Call to Order - Presiding Officer

The mayor, or in the mayor's absence, the vice mayor, shall take the chair precisely at the hour appointed by the meeting and shall immediately call the Council to order. Upon the arrival of the mayor, the vice mayor shall immediately relinquish the chair at the conclusion of the business presently before the Council. In the absence of the two officers specified in this section, the Councilmember present with the longest consecutive period of Council service shall preside.

C. Roll Call

Before proceeding with the business of the City Council, the city clerk shall call the roll of the members of the City Council and the names of those present and absent shall be entered in the minutes.

D. Scheduling of Items

As a courtesy to the public, to the extent possible, the City Council agenda will include estimated times for agenda items to be heard for items that are of considerable public interest. If a time certain appears on the Council agenda, in no event will the agenda item be heard or discussed before its estimated time. The business of the City Council at its regular meetings on the first and third Tuesdays of the month shall be taken up for consideration and disposition in the order set forth below and as published by the city clerk, except that with the concurrence of a majority of the City Council matters may be taken up out of order:

- a. Roll Call
- b. Statement of Conflict of Interest

c. Agenda Review

d. Presentation, Proclamations and Commendations (if required for timeliness)

Presentations, proclamations and commendations shall be limited to three (3) items per meeting and a maximum of five (5) minutes for each item, unless otherwise permitted by the mayor. Unless items are deemed to be time sensitive by the mayor, presentations proclamations and commendations should be limited to the City Council meeting on the fourth Tuesday. Each Councilmember shall be limited to thirty (30) minutes of Presentations and Proclamations each ½ year, with sixty (60) minutes allocated for the mayor for each ½ year/.

e. Report from City Attorney for final decision made, and non-confidential discussions held, during Closed session

f. Report from the City Manager

g. Abatement Report from the Public Works Director – First Tuesday meeting

h. Report from Implementation Sub-Committee for Reimagining Task Force – Third Tuesday meeting

i. Recent Crime Report by the Police Chief – Fourth Tuesday meeting

j. Open Forum for Public Comments (public comment for items that remain on the Consent Calendar and Items f, g, h, and i, listed above, may be heard under Open Forum).

k. Consent Calendar (including approval of minutes, resolutions that are non-controversial, and second reading of ordinances).

l. Public Hearings

m. Budget Session

n. New Business – (including Council as a Whole items, resolutions that require discussion, and ordinances that do not require a public hearing)

o. Reports of Officers: Standing Committee Reports, Reports from Mayor/Council members/Staff, and Referrals to Staff

p. Adjournment

E. Open Forum for Public Comments – in person

Individuals who would like to address the City Council on matters not listed on the agenda may do so under Open Forum. All speakers must complete and file a pink speaker's card with the City Clerk prior to the commencement of Open Forum. The amount of time allotted to individual speakers shall be determined based on the number of persons requesting to speak during this item. The time allocation for each speaker will be as follows: 15 or fewer speakers, a maximum of 2 minutes; 16 to 24 speakers, a maximum of 1 and one-half minutes; and 25 or more speakers, a maximum of 1 minute.

Speakers are asked to give their name and city of residency prior to making their public comment. To expedite the public comment period, the City Clerk will announce the name of the speakers in groups of seven and state the procedure for speakers.

The mayor or meeting chair may refer a subject to staff or other resources for factual information or for action, if appropriate.

E. Reading of Minutes

Unless the reading of the minutes of the City Council meeting is requested by a majority of the City Council, such minutes may be approved without reading if the city clerk has previously furnished each member of the City Council with a copy thereof. Minutes of previous City Council meetings shall be distributed to the Councilmembers and posted on the City's website 72 hours prior to the next City Council meeting.

G. Consent Calendar

The mayor, any member of the City Council, the city manager, the city attorney or the city clerk may recommend that items appearing on the agenda be placed on the consent calendar for action by the City Council. All items placed on the consent calendar shall appear together on the agenda with the recommendation as to the action to be taken by the City Council with respect to such item. All items placed on the consent calendar that have been approved by a Standing Committee shall appear together on the agenda with the recommendation and the vote of the Standing Committee. Upon the motion of any member of the City Council, all items placed upon the consent calendar may be acted upon together, and each shall be deemed to have received the action recommended.

H. Removal of Item From Consent

Procedures for Removing Items from the Consent Calendar: Members of the public who request to remove an item from the consent calendar must first discuss the item with a staff member by phone or a back-and-forth email discussion, and state the name of the staff member when requesting removal of the item from the consent calendar.

Any member of the City Council who would like to remove an item from the consent calendar must notify the appropriate staff person and the City Clerk's Office prior to the meeting. Although members of the City Council are encouraged to ask questions and share concerns with staff ahead of the meeting, they are not required to do so.

The Clerk's Office must be informed of any requests to remove items from the Consent Calendar.

Items removed from the Consent Calendar shall be placed at the end of the agenda for consideration.

I. Public Hearings

The order of proceeding where there is a public hearing (**non-appeal items**) item before the City Council shall be as follows:

- (1) Staff Report
- (2) Questions from the Council
- (3) Open Public Hearing
- (4) Public Speakers, alternating from a speaker in favor and a speaker opposing
- (5) Close Public Hearing
- (6) Clarification questions to staff
- (7) City Council discussion and vote (discussion may include questions by Council)

Where the public hearing involves (**an appeal**) of an item to the City Council, the order of proceeding shall be as follows:

- (1) Staff Report
- (2) Questions from the Council
- (3) Open Public Hearing
- (4) Appellant's statement *
- (5) Principal opponent's statement *
- (6) Public Speakers, alternating from a speaker in favor and a speaker opposing*
- (7) Appellant's rebuttal (two minutes)
- (8) Opponent's rebuttal (two minutes)
- (9) Close Public Hearing
- (10) Clarification questions to staff or technical questions to applicants.
- (11) City Council discussion and vote (discussion may include questions by Council)

* Note: The appellant and the principal opponent addressing the City Council shall be limited to a maximum of eight (8) minutes each and all other persons addressing the City Council shall be limited to a maximum of three (3) minutes. The City Council by an affirmative vote of a majority of its members may make appropriate adjustments in the amount of time given to make presentations during public hearings depending upon the unique circumstances of a given public hearing.

*Note: Public speakers, alternating from a speaker in favor of the appeal to a speaker opposed to the appeal, to a speaker taking no position. Speakers shall have three minutes to address the City Council.

J. Reports of Officers

Members of the City Council and City staff shall limit their reports to matters concerning attendance at a meeting, conference, event or activity, reminder of upcoming events, meetings or other activities, or update on previously reported information. Service complaints or requests for services by the City Council shall not be reported but shall be directed to the City Manager prior to or following the City Council meeting for appropriate action.

K. Items Not Completed

Any items not completed at a regularly scheduled Council meeting shall be continued to the next regular business meeting or study session meeting (respectively), or by a majority (quorum) vote of the Council to an adjourned regular meeting. Items carried over from a previous meeting shall be scheduled as the first order of business within the appropriate category if possible.

V. Agenda Preparation

For purposes of this section, the terms listed herein shall be defined as follows:

A. Definitions

1. Agenda Item means an item placed on the agenda for a vote of the Council by a

Councilmember, the city manager, city attorney, and city clerk.

Agenda items shall have a staff report, including the following:

- (a) The name of the legislative body that will take action on the item;
- (b) A Statement of the Issue that adequately informs the public of the subject matter and general nature of the item or report and action requested;
- (c) Staff Recommendation reviewed and approved by the City Manager; (d) Fiscal Impacts of the recommendation;
- (e) A description of the current situation and its effects;
- (f) Background information as needed;
- (g) Explanation for the recommendation;
- (h) Person or persons to contact for further information, with telephone number;
- (i) If the author of any report believes additional background information, beyond the basic report, is necessary to Council understanding of the subject, the staff report will describe the attachments included. The staff report and its attachments will be included in the published agenda packet and available for City Council and public review on the City Clerk's Office webpage.

2. "Agenda" means the compilation of the descriptive titles of agenda items with the required action stated submitted to the City Clerk.

3. "Packet" means the agenda and all the staff reports.

B. Submission of Agenda Items

The placement of any item on any regular or special meeting agenda shall be limited to the following: (1) the mayor or any member of the City Council; (2) the city manager; (3) the city attorney; and (4) the city clerk. To place an item on the agenda, a member of the City Council must submit the item to the City Council staff liaison or to the city clerk, in the absence of the Council liaison, no later than 12 noon on Wednesday, one week prior to the Tuesday regular meeting. The Council will endeavor to submit agenda items that require staff work earlier than the deadline stated above. The Mayor's Office staff is responsible to submitting mayor-sponsored items to the agenda by 12 noon on Wednesday, one week prior to the Tuesday regular meeting.

Items placed on the agenda by the City Council shall remain on the agenda and will not be removed without the approval of the Councilmember requesting the item be placed on the agenda.

The mayor, city manager, city clerk, and city attorney shall meet to review the draft agenda as compiled by the city clerk and set the final agenda.

C. Committee Review of Certain Items

If it is determined either after or prior to Council consideration of an issue, that the issue requires an in-depth review, a detailed analysis, further debate, discussion or other consideration, this agenda item may be referred to a City Council standing committee or to the full City Council as a study session. Following the committee meeting or study session, the recommendations regarding the items may be placed on a regular or special meeting agenda for consideration by the City Council or placed on a future committee meeting agenda for additional discussion. In order for the full City Council to be engaged in policy issues, an item may not be retained by the committee for more than two (2) months without concurrence of a majority of the City Council. Committees should eventually refer all items to the Council for consideration whether or not a committee recommendation has been reached.

D. Scheduling Public Hearings Mandated by State, Federal, or Local Statute

The City Clerk may schedule a public hearing at an available time and date in those cases where State, Federal or Local statute mandates the City Council hold a public hearing.

E. Packet Preparation and Posting

1. Preparation of the Packet

The city clerk shall prepare the packet, which shall include the agenda plus all its corresponding duplicated agenda items. No item shall be considered if not included in the packet, with the exception of a correction or supplement to an item already included in the packet or an item deemed an urgency by the city attorney because of the following circumstances:

- a. The subject meets the criteria of “Emergency.”
- b. There is a need to take immediate action and that the need for action came to the attention of the City subsequent to the posting of the agenda as required by law.

2. Distribution and Posting of Agenda

The city clerk shall post each agenda of the City Council regular meeting at least 72 hours in advance of the meeting and shall post each agenda of a special meeting at least 24 hours in advance of the meeting on the official outside enclosed bulletin board of City Hall, at the website, on KCRT (City channel station), and at a location that is available to the public 24 hours a day. The city clerk shall maintain proof of posting each agenda.

The City Clerk shall also post agendas of all City Council and Standing Committee meetings on the City’s website.

Copies shall also be available free of charge in the lobby of City Hall.

F. Distribution of the Packet

1. 72 or 24 hours prior to said meeting, the City Council agenda/packet shall be available on the City’s webpage.
2. Matters listed on the printed agenda but for which supporting documentation is not received by the City Council prior to said meeting as part of the agenda packet, shall not be discussed or acted upon. In cases where the good of the City outweighs the lack of time for citizen review or Councilmember evaluation of an item, the Council by a vote of a quorum of the members may waive this rule.

VI. Procedural Matters

A. Motions to Be Stated By Chair

When a motion is made, it shall be stated by the Chairperson or the City Clerk before debate or discussion.

B. Motions Not Open To Debate

Rosenberg’s Rules of Order states that when the following motions are made, the Chair must call for an immediate vote without debate:

1. Motion to Adjourn
2. Motion to Recess
3. Motion to fix adjournment
4. Motion to table
5. Motion to limit debate a.k.a “Call the question” requires a majority vote.
6. Motion to close nominations requires a majority vote
7. Motion to object to consideration; this prevents debate on an item and requires a majority vote

C. Rules of Debate

- (1) **Presiding Officer May Debate.** The presiding officer may debate from the chair, subject only to such limitations of debate as are by these rules imposed on all members, and shall not be deprived of any of the rights and privileges as a member of the Council by reason of his/her acting as the presiding officer.
- 2) **Getting the Floor - Improper References to be Avoided.** Every member desiring to speak shall address the Chair, and upon recognition by the presiding officer, shall confine himself/herself to the question under debate.
- 3) **Interruptions.** A member, once recognized, shall not be interrupted when speaking unless it is to call him/her to order, or as herein otherwise provided. If a member, while speaking, be called to order, he/she shall cease speaking until the question of order be determined, and, if in order, he/she shall be permitted to proceed.
- 4) **Privilege of Closing Debate.** The Councilmember moving the adoption of an ordinance or resolution shall have the privilege of closing the debate. When a motion to call a question is passed, the Councilmember moving adoption of an ordinance, resolution or other action shall have three minutes to conclude the debate.
- 5) **Suspension of the Rules** (as per Rosenberg’s Rules) requires a 2/3 vote of the Council.
- 6) **Repeal or Amendment of Action Requiring a Vote of a Quorum, Two-Thirds, or Greater of Council.** Any ordinance or resolution which is passed and which, as part of its terms, requires a vote of a quorum, two-thirds or more of the Council in order to pass a motion pursuant to such an ordinance or resolution, shall require the vote of the same percent of the Council to repeal or amend the ordinance or resolution.

D. Motion to Table

A motion to table shall preclude all amendments or debate of the subject under consideration. If the motion shall prevail, the consideration of the subject may be resumed only upon a motion of a member voting with the majority and with consent a majority of the members present.

E. Addressing the Council After Motion Made

When a motion is pending before the Council, no person other than a Councilmember shall address the Council without first securing the permission of the Mayor or Meeting Chair to do so.

F. Continuance of Items

At the Mayor’s sole discretion, the mayor may continue any item placed on a regular meeting agenda for a period of up to two weeks. The Council may override an action taken by the mayor to continue an item by the affirmative vote of a majority of the Council (Article III-A, Section 1 (e), Charter of the City of Richmond).



City Attorney's Office

AGENDA REPORT

DATE:	March 11, 2025
TO:	Mayor Martinez and Members of the City Council
FROM:	Dave Aleshire, City Attorney Shannon Moore, Chief Assistant City Attorney Kimberly Chin, Senior Assistant City Attorney
Subject:	Fifth Amendment to the Legal Services Agreement ("LSA") with Orbach Huff & Henderson, LLP ("Orbach")
FINANCIAL IMPACT:	This fifth amendment will add \$200,000 for a total LSA amount not to exceed \$770,000. This agreement is charged to the Risk Management General Liability Fund 50182316-400554
PREVIOUS COUNCIL ACTION:	December 22, 2020 October 5, 2021 May 17, 2022 June 20, 2023 March 19, 2024
STATEMENT OF THE ISSUE:	Additional funds are needed to ensure that the City has the appropriate legal representation for pending and future police and tort cases.
RECOMMENDED ACTION:	APPROVE a fifth amendment to the Orbach Huff & Henderson, LLP Legal Services Agreement in the amount of \$200,000 for a total contract amount not to exceed \$770,000, with a term ending on June 30, 2027, to continue representing the City in police and tort cases – City Attorney's Office (Kimberly Chin 510-620-6709/Shannon Moore 510-620-6509)

DISCUSSION:

Orbach Huff & Henderson, LLP (“Orbach”) currently provides special counsel services defending the City in civil rights and law enforcement liability litigation. Orbach has been representing the City in these types of lawsuits since 2020 and were approved from the 2018 Request for Qualifications (RFQ). They currently handle multiple active lawsuits and claims.

Rates for Orbach Huff are: partners \$295 per hour, associates \$255 per hour, and paralegals \$135 per hour.

The City Attorney’s office requests approval of a fifth amendment to the legal services agreement with Orbach Henderson & Huff, LLP, to increase the amount by \$200,000 for a total amount not to exceed \$770,000 with term ending June 30, 2027.

DOCUMENTS ATTACHED:

- Attachment 1 – Orbach Huff LSA, Fifth Amendment (proposed)
- Attachment 2 – Orbach Huff LSA, Fourth Amendment
- Attachment 3 – Orbach Huff LSA, Third Amendment
- Attachment 4 – Orbach Huff LSA, Second Amendment
- Attachment 5 – Orbach Huff LSA, First Amendment
- Attachment 6 – Orbach Huff & Henderson, LLP LSA

**FIFTH AMENDMENT TO AGREEMENT FOR LEGAL SERVICES
BETWEEN
THE CITY OF RICHMOND
AND
ORBACH HUFF & HENDERSON, LLP**

This Fifth Amendment to the Agreement for Legal Services between the City of Richmond ("City") and **ORBACH HUFF & HENDERSON, LLP** ("Special Counsel") (the "Fifth Amendment") is entered into as of **March 11, 2025**, by and between the City and Special Counsel with reference to the following facts:

RECITALS

WHEREAS, the City and Special Counsel entered into that certain Legal Services Agreement ("Original Agreement") for representation of the City and City-related entities on September 1, 2020 for an amount not to exceed \$100,000 and term ending June 30, 2022; and

WHEREAS, the City and Special Counsel entered into the First Amendment to the Original Agreement to increase the compensation by \$120,000 on October 5, 2021; and

WHEREAS, the City and Special Counsel entered into a Second Amendment of the Original Agreement on March 18, 2022 to increase the compensation by \$125,000 and to extend the term to June 30, 2023; and

WHEREAS, the City and Special Counsel entered into a Third Amendment of the Original Agreement on July 1, 2023 to increase the compensation by \$125,000 and to extend the term to June 30, 2024; and

WHEREAS, the City and Special Counsel entered into a Fourth Amendment of the Original Agreement on March 5, 2024 to increase the compensation by \$100,000 and to extend the term to June 30, 2025; and

WHEREAS, the City now desires for Special Counsel to continue its representation of the City and increase the compensation and extend the time; and

WHEREAS, the City now desires for Special Counsel to continue its representation of the City and to increase the compensation by \$200,000 and extend the term to June 30, 2027; and

WHEREAS, the City and Special Counsel desire to further amend the Original Agreement pursuant to this Fifth Amendment.

NOW, THEREFORE, in consideration of the recitals hereof, and other mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Special Counsel agree as follows:

1. Amendment. Exhibit A of the Original Agreement, "Scope of Work and Schedule of Fees & Charges," is hereby amended to read as shown in Attachment 1 to this Fifth Amendment.

2. Effect of Fifth Amendment. Except as provided in this Fifth Amendment, all other terms of the Original Agreement shall remain in full force and effect, and this Fifth Amendment increases the compensation limit by \$200,000.00 and extends the term to June 30, 2027.
3. Counterparts. This Fifth Amendment may be executed in counterparts each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and Special Counsel have caused this Fifth Amendment to be effective as of the last date written above.

CITY OF RICHMOND

ORBACH HUFF & HENDERSON, LLP

Mayor

By _____

Title _____

Attest:

By: _____
City Clerk

Approved as to form:

By: _____
City Attorney

Attachment 1

SCOPE OF WORK AND SCHEDULE OF FEES & CHARGES

Scope of work:

Special Counsel shall represent and defend the City of Richmond in pending and future police tort litigation.

Special Counsel's point(s) of contact in the City of Richmond City Attorney's office is/are:

Shannon Moore, Chief Assistant City Attorney
Kimberly Chin, Senior Assistant City Attorney

Schedule of Fees & Charges:

Hourly Rates

PARTNER(S)	\$295/hour
ASSOCIATE(S)	\$255/hour
PARALEGAL(S)	\$135/hour

Compensation:

Only those costs and expenses set forth in Section III of Exhibit "B", entitled "Reimbursements", shall be paid to Special Counsel.

Total compensation for legal services and reimbursements shall be charged in accordance with Exhibits "A" and "B" and shall not exceed SEVEN HUNDRED SEVENTY THOUSAND Dollars (\$770,000) for attorneys' fees and reimbursements.

**FOURTH AMENDMENT TO AGREEMENT FOR LEGAL SERVICES
BETWEEN
THE CITY OF RICHMOND
AND
ORBACH HUFF & HENDERSON, LLP**

This Fourth Amendment to the Agreement for Legal Services between the City of Richmond ("City") and **ORBACH HUFF & HENDERSON, LLP** ("Special Counsel") (the "Fourth Amendment") is entered into as of **March 5, 2024**, by and between the City and Special Counsel with reference to the following facts:

RECITALS

WHEREAS, the City and Special Counsel entered into that certain Legal Services Agreement ("Original Agreement") on September 1st, 2020 for \$100,000.00 for representation of the City and City-related entities; and

WHEREAS, the City and Special Counsel entered into the First Amendment of the Original Agreement to increase the compensation by \$120,000 on October 5, 2021; and

WHEREAS, the City and Special Counsel entered into a Second Amendment of the Original Agreement to extend the term to June 30, 2023 and to increase the compensation by \$125,000 on May 17, 2022; and

WHEREAS, the City and Special Counsel entered into a Third Amendment of the Original Agreement to extend the term to June 30, 2024 and to increase the compensation by \$125,000 on June 20, 2023; and

WHEREAS, the City now desires for Special Counsel to continue its representation of the City to extend the term and increase the compensation; and

WHEREAS, the City now desires for Special Counsel to continue its representation of the City to extend the term to June 30, 2025 and to increase the compensation by \$100,000.00; and

WHEREAS, the City and Special Counsel desire to further amend the Original Agreement pursuant to this Fourth Amendment.

NOW, THEREFORE, in consideration of the recitals hereof, and other mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Special Counsel agree as follows:

1. Amendment. Exhibit A of the Original Agreement, "Scope of Work and Schedule of Fees & Charges," is hereby amended to read as shown in Attachment 1 to this Fourth Amendment.
2. Effect of Fourth Amendment. Except as provided in this Fourth Amendment, all other terms of the Original Agreement shall remain in full force and effect, and this

Fourth Amendment increases the compensation limit by One Hundred Thousand Dollars (\$100,000.00) and extend the term to June 30, 2025.

3. Counterparts. This Fourth Amendment may be executed in counterparts each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and Special Counsel have caused this Fourth Amendment to be effective as of the last date written above.

CITY OF RICHMOND

DocuSigned by:
Eduardo Martinez
086C427628CC481...
Mayor

ORBACH HUFF & HENDERSON, LLP

DocuSigned by:
Kevin Gilbert
75ABD1BD8D914FA...
By _____
Title Partner

Attest:

DocuSigned by:
Pamela Christian
C6643BFF4A43406...
By: _____
City Clerk

Approved as to form:

DocuSigned by:
JA For
DF098C1E4C50485...
By: _____
City Attorney

Attachment 1

SCOPE OF WORK AND SCHEDULE OF FEES & CHARGES

Scope of work:

Special Counsel shall represent and defend the City of Richmond in pending and future police tort litigation.

(City of Richmond Contact Attorney: Shannon L. Moore, Chief Assistant City Attorney)

Schedule of Fees & Charges:

Hourly Rates

PARTNER(S)	\$295/hour
ASSOCIATE(S)	\$255/hour
PARALEGAL(S)	\$135/hour

Compensation:

Only those costs and expenses set forth in Section III of Exhibit "B", entitled "Reimbursements" shall be paid to Special Counsel.

Total compensation for legal services and reimbursements shall be charged in accordance with Exhibits "A" and "B" and shall not exceed Five Hundred Seventy Thousand Dollars (\$570,000.00) for attorneys' fees and reimbursements.

**THIRD AMENDMENT TO AGREEMENT FOR LEGAL SERVICES
BETWEEN
THE CITY OF RICHMOND
AND
ORBACH HUFF & HENDERSON, LLP**

This Third Amendment to the Agreement for Legal Services between the City of Richmond ("City") and **ORBACH HUFF & HENDERSON, LLP** ("Special Counsel") (the "Third Amendment") is entered into as of **JULY 1, 2023**, by and between the City and Special Counsel with reference to the following facts:

RECITALS

WHEREAS, the City and Special Counsel entered into that certain Legal Services Agreement ("Original Agreement") for representation of the City and City-related entities; and

WHEREAS, the City now desires for Special Counsel to continue its representation of the City and increase the compensation; and

WHEREAS, the City now desires for Special Counsel to continue its representation of the City and to increase the compensation limit by One Hundred Twenty-Five Thousand Dollars (\$125,000); and

WHEREAS, the City now desires for Special Counsel to continue its representation of the City and to extend the term of the agreement to June 30, 2024; and

WHEREAS, the City and Special Counsel desire to amend the Original Agreement pursuant to this Third Amendment.

NOW, THEREFORE, in consideration of the recitals hereof, and other mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Special Counsel agree as follows:

1. Amendment. Exhibit A of the Original Agreement, "Scope of Work and Schedule of Fees & Charges," is hereby amended to read as shown in Attachment 1 to this Third Amendment.
2. Effect of Third Amendment. Except as provided in this Third Amendment, all other terms of the Original Agreement shall remain in full force and effect.
3. Counterparts. This Third Amendment may be executed in counterparts each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and Special Counsel have caused this Third Amendment to be effective as of the last date written above.

CITY OF RICHMOND

DocuSigned by:

086C427628CC481...
Mayor/City Manager

ORBACH HUFF & HENDERSON, LLP

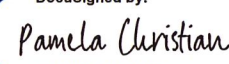
By DocuSigned by:

75ABD1BD6D914FA...


Title Partner

Date 6/21/2023

Attest:

By: DocuSigned by:

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City Clerk

Approved as to form:

By: DocuSigned by:
 For
8F098C1E4C50485...
City Attorney

Attachment 1

SCOPE OF WORK AND SCHEDULE OF FEES & CHARGES

Scope of work:

Special Counsel shall represent and defend the City of Richmond in pending and future police tort litigation.

City of Richmond Contact Attorney: Alan Cohen, Sr. Assistant City Attorney

Schedule of Fees & Charges:

Hourly Rates.

PARTNER(S)	\$295/hour
ASSOCIATE(S)	\$255/hour
PARALEGAL	\$135/hour

COMPENSATION

Only those costs and expenses set forth in Section III of Exhibit "B", entitled "Reimbursements" shall be paid to Special Counsel.

Total compensation for legal services and reimbursements shall be charged in accordance with Exhibits "A" and "B" and shall not exceed the sum of Four Hundred Seventy Thousand Dollars (\$470,000) for attorneys' fees and reimbursements.

**SECOND AMENDMENT TO AGREEMENT FOR LEGAL SERVICES
BETWEEN
THE CITY OF RICHMOND
AND
ORBACH HUFF & HENDERSON, LLP**

This Second Amendment to the Agreement for Legal Services between the City of Richmond ("City") and **ORBACH HUFF & HENDERSON, LLP** ("Special Counsel") (the "Second Amendment") is entered into as of **MARCH 18, 2022**, by and between the City and Special Counsel with reference to the following facts:

RECITALS

WHEREAS, the City and Special Counsel entered into that certain Legal Services Agreement ("Original Agreement") for representation of the City and City-related entities; and

WHEREAS, the Original Agreement was amended on November 9, 2021 to increase compensation by \$120,000; and

WHEREAS, the City now desires for Special Counsel to continue its representation of the City, to increase the compensation limit by One Hundred and Twenty Five Thousand Dollars (\$125,000), and to extend the term of the agreement to June 30, 2023; and

WHEREAS, the City and Special Counsel desire to amend the First Agreement pursuant to this Second Amendment.

NOW, THEREFORE, in consideration of the recitals hereof, and other mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Special Counsel agree as follows:

1. Amendment. Section 3 of the Agreement, TERM OF AGREEMENT, is amended to read as follows:

3. TERM OF AGREEMENT.

The services of Special Counsel are to commence upon the Effective Date of this Agreement and shall terminate on June 30, 2023 unless the parties extend the Agreement in writing. The services shall be undertaken and completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care.

2. Effect of Second Amendment. Except as provided in this Second Amendment, all other terms of the Original Agreement shall remain in full force and effect.

3. Counterparts. This Second Amendment may be executed in counterparts each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and Special Counsel have caused this Second Amendment to be effective as of the last date written below.

CITY OF RICHMOND

DocuSigned by:
Thomas L. Butt
64A4FFAB53BE4C0

Mayor

Date: 6/22/2022

Attest:

DocuSigned by:
By: Pamela Christian
C6643BFF4A4349C...

City Clerk

Approved as to form:

DocuSigned by:
By: Deborah C. McLaughlin
065D6D2E8EAC4C9...

Interim City Attorney

ORBACH HUFF & HENDERSON, LLP

DocuSigned by:
By: Kevin Gilbert
5CD53D5D3B54458...

Title Partner
Date: 6/21/2022

Attachment 1

SCOPE OF WORK AND SCHEDULE OF FEES & CHARGES

Scope of work:

Special Counsel shall represent and defend the City of Richmond in pending and future police tort litigation

(City of Richmond Contact Attorney: Shannon L. Moore, Sr. Assistant City Attorney)

Schedule of Fees & Charges:

Hourly Rates

PARTNER(S)	\$295/hour
ASSOCIATE(S)	\$255/hour
PARALEGAL	\$135/hour

Compensation:

Only those costs and expenses set forth in Section III of Exhibit "B", entitled "Reimbursements" shall be paid to Special Counsel.

Total compensation for legal services and reimbursements shall be charged in accordance with Exhibits "A" and "B" and shall not exceed the sum of Three Hundred Forty-Five Thousand Dollars (\$345,000) for attorneys' fees and reimbursements.

**FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES
BETWEEN
THE CITY OF RICHMOND
AND
ORBACH HUFF & HENDERSON LLP**

This First Amendment to the Agreement for Legal Services is entered into by the City of Richmond (“City”) and **ORBACH HUFF & HENDERSON LLP** (Formerly known as Orbach Huff Suarez & Henderson LLP) (“Special Counsel”) with reference to the following facts:

RECITALS

WHEREAS, the City and Special Counsel entered into that certain Legal Services Agreement (“Original Agreement”) for representation of the City in connection with pending and future police tort litigation; and

WHEREAS, the City now desires for Special Counsel to continue its representation of the City and to increase the compensation limit by One Hundred Twenty Thousand Dollars (\$120,000); and

WHEREAS, the City and Special Counsel desire to amend the Original Agreement pursuant to this First Amendment.


NOW, THEREFORE, in consideration of the recitals hereof, and other mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Special Counsel agree as follows:

1. Amendment. Exhibit A of the Original Agreement, “Scope of Work and Schedule of Fees & Charges,” is hereby amended to read as shown in Attachment 1 to this First Amendment.
2. Effect of First Amendment. Except as provided in this First Amendment, all other terms of the Original Agreement shall remain in full force and effect.
3. Counterparts. This First Amendment may be executed in counterparts each of which shall be an original and all of which shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the City and Special Counsel have caused this First Amendment to be effective as of the last date written below.

CITY OF RICHMOND

DocuSigned by:

64A4FEAB53BE4G0...

Mayor

Date: 11/9/2021

**ORBACH HUFF & HENDERSON
LLP**

By  _____

Title Kevin Gilbert, Partner

Date: October 8, 2021

Attest:

DocuSigned by:

By: C0043BFF4A43400...

City Clerk

Approved as to form:

DocuSigned by:

By: 7AE7E37E49BE413...

City Attorney

Attachment 1

SCOPE OF WORK AND SCHEDULE OF FEES & CHARGES

Scope of work:

Special Counsel shall represent and defend the City of Richmond in pending and future police tort litigation.

(City's Contact Attorney: Shannon L. Moore, Sr. Assistant City Attorney)

Schedule of Fees & Charges:

Hourly Rates

PARTNER(S)	\$295/hour
ASSOCIATE(S)	\$255/hour
PARALEGAL(S)	\$135/hour

Compensation:

Only those costs and expenses set forth in Section III of Exhibit "B", entitled "Reimbursements" shall be paid to Special Counsel.

Total compensation for legal services and reimbursements shall be charged in accordance with Exhibits "A" and "B" and shall not exceed the sum of Two Hundred Twenty Thousand Dollars (\$220,000).

**LEGAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF RICHMOND
AND
ORBACH HUFF SUAREZ & HENDERSON LLP**

PREAMBLE

This legal services agreement ("Agreement") is made and entered into on this 1ST day of SEPTEMBER, 2020 (the "Effective Date") by and between the City of Richmond, California, a chartered California municipal corporation ("City"), with its principal place of business located at 450 Civic Center Plaza, Richmond, California 94804 and ORBACH HUFF SUAREZ & HENDERSON LLP comprised of attorneys licensed to practice law in the State of California ("Special Counsel") with its principal place of business located at 6210 STONERIDGE MALL ROAD, SUITE 210, PLEASANTON, CA 94588. Special Counsel may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

The following recitals are as follows:

- A. City desires to secure professional services more fully described in this Agreement; and,
- B. Special Counsel represents that it has the professional qualifications, expertise, necessary licenses and desire to provide legal services of the quality and type, which meet objectives, and requirements of City.

AGREEMENT PROVISIONS

The Parties agree as follows:

1. RETENTION OF FIRM.

- A. City hereby confirms, retains and authorizes Special Counsel to represent City and provide legal services as may be requested, from time to time, orally or in writing, by authorized representatives of City on an as-needed basis. By this Agreement, City is retaining Special Counsel and not individual members of the Special Counsel. Special Counsel's client is the City, as a public entity, and not any of its individual members, groups of individuals or any other entity.
- B. The Special Counsel shall report to and receive direction from the City Attorney only and not from any other Department Head or City staff.
- C. Special Counsel shall perform such legal services for and on behalf of City under the primary direction of the City Attorney. Special Counsel shall undertake, subject to approval of the City Attorney, additional duties as may be authorized by City from

time to time under the terms and conditions of this Agreement.

2. DESCRIPTION OF SERVICES TO BE PROVIDED.

These services may include, but are not limited to, providing advice and counsel on legal matters affecting City, performing legal research, representing City in judicial proceedings in state and/or federal court or other dispute resolution forums or before administrative agencies, negotiating contracts and drafting contracts, correspondence and other legal documents as may become necessary. These services shall also include the preparation and delivery of status reports to City as specified in paragraph 11 of this Agreement.

3. TERM OF AGREEMENT.

The services of Special Counsel are to commence upon the Effective Date of this Agreement and shall terminate on **JUNE 30, 2022**, unless the parties extend the Agreement in writing. The services shall be undertaken and completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care.

4. ASSIGNMENT OF DUTIES.

It is contemplated that no other attorney will be assigned from Special Counsel other than **KEVIN GILBERT AND NICHOLAS FINE**. It is agreed by and between the Parties that should it be desirable for any attorney other than **KEVIN GILBERT AND NICHOLAS FINE** to work under this Agreement, such attorney may only be added with the express oral consent of the City Attorney. Should any associate in the Special Counsel be assigned any task under this Agreement that exceeds three (3) billable hours per month, City Attorney should approve the assignment of such associate orally.

5. PUBLIC FUNDING.

Special Counsel and City mutually recognize that Special Counsel's services under this Agreement are being paid for with tax dollars from citizens and taxpayers of the City of Richmond, California, and that, given this fact, a heightened duty of care exists in both Special Counsel and City to ensure that Special Counsel scrupulously adheres to principles of moderation, frugality and cost consciousness in carrying forth the goals of this Agreement. Special Counsel and each of its attorneys pledge themselves to scrupulously observe a duty of reasonableness and cost effective representation in all aspects of this Agreement.

6. PAYMENT FOR SERVICE.

In consideration for Special Counsel's performance of legal services on behalf of City under the terms of this Agreement, and upon review and approval of Special Counsel's bill by the City Attorney, Special Counsel shall be compensated at the preapproved

hourly rates and for authorized expenses set forth in the "Scope of Work and Schedule of Fees and Charges" set forth in **Exhibit A**, attached and incorporated by this reference. Fees for services performed by retained consultants, subcontractors, experts or other personnel may be billed to City only if approved in writing by the City Attorney. **Exhibit A** may be amended from time to time by letter agreement duly signed and approved by the City Attorney.

7. BILLING INVOICES.

Special Counsel shall, within fifteen (15) days after the end of each month in which services are performed under this Agreement, submit to the City an itemized bill describing in detail the specific services performed as set forth in this Agreement. Special Counsel shall adhere to the Protocols and Guidelines set forth in **Exhibit B**, attached and incorporated by this reference. The bill shall be submitted to:

City Attorney's Office
City of Richmond
450 Civic Center Plaza, Suite 340
Richmond, CA 94804
Attn : Teresa L. Stricker, City Attorney

8. PROJECT PLAN AND BUDGET AND RESERVES.

Special Counsel shall provide a project plan and budget for any project or case assigned to Special Counsel under this Agreement. Project plans and budgets shall conform to the guidelines set forth in **Exhibit C** (Project Plan and Budget) and **Exhibit D** (Mandatory Case Reporting Policy), when the case is reportable to the City's excess insurance carrier, California Joint Powers Risk Management Authority (CJPRMA). If the case is reportable to CJPRMA, Special Counsel shall provide an initial report notifying them of the claim or lawsuit within 30 days of receipt of the assignment and the estimated exposure. The City Attorney and Risk Manager shall be copied on all correspondence sent to CJPRMA.

9. LITIGATION GUIDELINES.

When litigation is included in the scope of work, litigation guidelines as specified in **Exhibit E** are to be followed.

10. BILLING.

Special Counsel shall scrupulously examine all bills submitted for services rendered under this Agreement to assure that appropriate billing judgment is employed in billing City for service. Special Counsel shall not bill for hours other than those hours expressly devoted to the tasks approved in advance by the City Attorney. Special Counsel agrees it will not bill for time, which is not specifically devoted to the task(s). Special Counsel shall not use legal professionals for secretarial work and under no circumstances shall Special Counsel have lawyers billing for making copies, scheduling appointments or

taking care of matters or work that would otherwise be work performed by a law clerk, assistant or secretary.

11. STATUS REPORTS.

Special Counsel shall, every thirty (30) days, submit via electronic mail a written update setting forth a summary of activities performed on behalf of City during the preceding month, the current status of each pending matter, results obtained or expected to be obtained, a summary of invoices for the preceding month and other information relating to the services rendered as City may reasonably request. The update should be emailed to the City Attorney with a copy to the Risk Manager and CJPRMA, if applicable. Please keep the status reports brief and spend no more than one (1) hour billing for your time. Please also attach any referenced filings to your status report.

12. TERMINATION.

Either Party may terminate this Agreement by providing written notice to the other. Any termination hereunder shall become effective immediately upon receipt of written notice of termination; provided, however, that Special Counsel may exercise its right of termination only to the extent and under terms and conditions consistent with the obligations of Special Counsel under the Rules of Professional Conduct of the State Bar of California; and provided, that in the event of termination, the amount due Special Counsel for services rendered and costs and expenses incurred prior to termination shall remain due and payable. Special Counsel agrees to turn over to any attorney substituted in its place, the entire file and attorney work product regarding any such matter within seven (7) days of any such termination.

13. CONFLICTS OF INTEREST.

- A. No member of the governing body of the City, and no other officer, employee or agent of the City who exercises any discretion, function or responsibility in connection with the carrying out of any project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.
- B. Special Counsel agrees to secure the informed written consent of the City Attorney before accepting any representation adverse to the City (actual or apparent) during the term of this Agreement, and to forego the representation if the City Attorney, in his or her sole discretion, objects for any reason. This provision is intended to supersede all applicable rules of professional conduct relating to conflict of interest.

14. ASSIGNMENTS AND SUCCESSORS IN INTEREST.

City and Special Counsel bind themselves, their partners, successors, assigns, executors and administrators to the terms of this Agreement. Except as otherwise set forth in this

Agreement, no interest in this Agreement or any of the work provided for in this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of the City Attorney.

15. AUDITS, RECORDS, AND DOCUMENTATION.

- A. The City and any other federal, State or local governmental agency, and any of their authorized auditors or representatives, including auditors, shall have access to, and the right to audit and reproduce any of Special Counsel's records to the extent the City or such other governmental agency deems necessary to ensure that City is paying only the amounts to which Special Counsel is properly entitled or for other purposes relating to the Agreement. Special Counsel shall assist the City in responding to any requests from the City's auditors, and Special Counsel shall not bill the City for any time spent responding to any such audit requests.
- B. Special Counsel shall maintain complete and accurate records of the services provided to City and expenses incurred on behalf of City. Special Counsel shall maintain and preserve all such records for at least three (3) years after termination of the Agreement or until an audit has been completed and accepted in writing by City. Upon written notice by the City, the Special Counsel shall promptly make all such records available to auditors or other representatives of the City or other governmental agencies.

16. NON-DISCRIMINATION.

- A. As set forth in Chapter 2.28 of Richmond Municipal Code, no discrimination will be made in the employment of any person under this Agreement because of race, religious creed, sex, sexual orientation, national origin or ancestry. Special Counsel agrees to meet all requirements of the Richmond Municipal Code pertaining to nondiscrimination in employment.
- B. If Special Counsel is found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of this Agreement, it will be in default of this Agreement. Thereupon, City will have the power to cancel or suspend this Agreement, in whole or in part.

17. HOLD HARMLESS/INDEMNIFICATION.

Special Counsel agrees to indemnify, hold harmless, release and defend to the maximum extent permitted by law, and covenants not to sue, the City, its City Council and each member thereof, and its officers, employees, commission members and representatives, from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part result from, or arise out of, any negligent acts, errors or omissions (including, without limitation, professional negligence) of Special Counsel, its employees, representatives, subcontractors, or agents in

connection with the performance of this Agreement. This Agreement to indemnify, hold harmless, release and defend includes, but is not limited to, personal injury (including death at any time) and property or other damage (including, but without limitation, contract or tort or patent, copyright, trade secret or trademark infringement) sustained by any person or persons (including, but not limited to, companies, or corporations, Special Counsel and its employees or agents, and members of the general public).

18. INSURANCE REQUIREMENTS.

Special Counsel shall maintain in full force and effect the following insurance policies:

- A. Commercial general liability policy (bodily injury and property damage);
- B. Worker's compensation/employer's liability policy;
- C. Business automobile liability insurance policy; and,
- D. Professional liability policy.

Said policies shall be maintained with respect to employees and vehicles assigned to the performance of work under this Agreement with coverage amounts, endorsements, certificates of insurance and coverage verifications as defined in **Exhibit G**, attached to this Agreement and incorporated by this reference.

19. CONFIDENTIALITY AND MEDIA STATEMENTS.

The data, information and reports acquired or prepared by Special Counsel in connection with matters upon which the City has retained Special Counsel shall not be shown or distributed to any other public or private person or entity except as authorized by the City Attorney and in no event prior to having been first disclosed to the City Attorney. All information, documents, records, reports, data or other materials furnished by City to Special Counsel or other such information, documents, records, data or other materials to which the Special Counsel has access during its performance pursuant to this Agreement are deemed confidential and shall remain the property of City. Special Counsel shall not make oral or written disclosure of such documents or materials, other than as necessary for its performance under this Agreement, without the prior written approval of the City Attorney. Special Counsel shall not provide any written or oral statements to the media without the prior written authorization of the City Attorney.

20. AMENDMENTS.

This Agreement, including any Exhibits attached to it, 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 be modified only by a written amendment duly executed by the Parties to this Agreement.

21. ENGAGEMENT OF OTHER COUNSEL, SPECIALISTS, OR EXPERTS.

Special Counsel will not engage or otherwise incur an obligation to pay other counsel, specialists, or experts for services in connection with this Agreement without the prior written approval of the City Attorney.

22. NOTICES.

All notices, invoices, reports or other communication to the Parties shall be properly sent via electronic mail to teresa_stricker@ci.richmond.ca.us and shannon_moore@ci.richmond.ca.us and cc to patrick_seals@ci.richmond.ca.us and sofia_perez@ci.richmond.ca.us and to Special Counsel at its principal place of business listed on page one of this Agreement.

Either Party may change its address for receipt of notices under this Agreement by notice given in the manner provided herein.

23. LAW GOVERNING AGREEMENT.

This Agreement shall be interpreted under the laws of the State of California. All claims or controversies arising out of or related to performance under this Agreement shall be submitted to and resolved in a forum within Contra Costa County.

24. INVALID PROVISIONS.

If any provision of this Agreement is held to be illegal, invalid or unenforceable, in full or in part, then such provision shall be modified to the minimum extent necessary to make the provision legal, valid and enforceable, and the other provisions of this Agreement shall not be affected thereby.

25. LICENSE REQUIREMENTS.

Special Counsel shall demonstrate that the attorney(s) who provide legal services to City under this Agreement are licensed to practice law in the State of California and, if not, indicate to the satisfaction of the City Attorney why such license is not required to perform the services required.

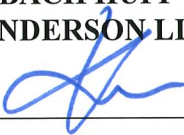
26. SANCTUARY CITY CONTRACTING ORDINANCE COMPLIANCE STATEMENT.

Contractor agrees to comply with the provisions of the Richmond Sanctuary City Contracting Ordinance (SCCO, Ordinance No. 12-18). Contractor must submit the Sanctuary City Compliance Statement included herein as **Exhibit F** along with the bid or proposal prior to execution of the contract.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

**ORBACH HUFF SUAREZ &
HENDERSON LLP**

By: _____



Title: _____

Kevin Gier
Partner

CITY OF RICHMOND

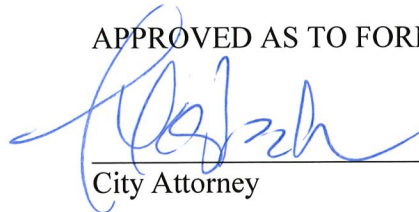


Mayor/ City Manager

Name: _____

Tom Butt

APPROVED AS TO FORM:



City Attorney

ATTEST:


City Clerk

Exhibit A

SCOPE OF WORK AND SCHEDULE OF FEES & CHARGES

Scope of work:

Special Counsel shall represent and defend the City of Richmond in pending and future police tort litigation.

City of Richmond Contact Attorney: Shannon L. Moore, Senior Assistant City Attorney

Schedule of Fees & Charges:

Hourly Rates

PARTNER(S)	\$295/hour
ASSOCIATE(S)	\$255/hour
PARALEGAL(S)	\$135/hour

COMPENSATION

Only those costs and expenses set forth in Section III of Exhibit "B", entitled "Reimbursements" shall be paid to Special Counsel.

Total compensation for legal services and reimbursements shall be charged in accordance with Exhibits "A" and "B" and shall not exceed the sum of One Hundred Thousand Dollars (\$100,000) for attorneys' fees.

Exhibit B

BILLING PROTOCOLS/GUIDELINES

The City of Richmond ("City") has adopted the following protocols for billing, budgeting, and planning for projects involving outside counsel. Special Counsel will be required to comply with this protocol. If you have questions concerning it, please contact the City Attorney for clarification. In the event you wish to negotiate changes due to the internal operation of your firm, please raise them in writing as soon as possible. Any changes to this protocol will need prior, written approval from the City Attorney. In the interest of fairness, all Special Counsel is required to comply with this protocol. This protocol is also to be used in conjunction with any new proposal for services.

These protocols and guidelines are instituted to ensure that Special Counsel conveys the information necessary for the City Attorney to manage outside projects and litigation. Also, because these guidelines are set out in advance, they are designed to minimize any confusion or misunderstanding. Compliance with these guidelines should enhance the attorney-client relationship. If you have any comments or suggestions that could improve this system, please feel free to contact the City Attorney.

I. BILLING FORMAT

Unless otherwise agreed, the following information must be provided in monthly bills:

- a. A detailed description of work, in time increments of .1 hour (one tenth of an hour) for and by each and every individual billing services.
- b. Identification of the lawyer who is in charge of the matter.
- c. Reasonably detailed disbursement breakdowns with backup documentation of any individual charge exceeding \$100.00.
- d. Each billing item must be separately stated on a separate line identifying the attorney, the time spent and the exact nature of the service rendered.
- e. When charges are made for research time, the specific issue being researched and the need for the research should be identified.
- f. Each item billed should be coded to a specific litigation budget line item, if applicable.
- g. The City Attorney reserves the right to request various levels of detail and specific formats (such as columnar comparisons with established budgets).

Exhibit B

II. BILLING GUIDELINES

- a. All tasks set forth in Special Counsel's billing documentation shall be specific and detailed. Overly generalized listings of task descriptions such as "review contract" or "prepare for negotiations" are not acceptable.
- b. Billings under this Agreement shall not be provided in more than six (6) minute increments and shall represent the devotion of a full six minutes before an increment is billed. Under no circumstances shall Special Counsel use "block billing" procedures, wherein a list or series of activities is done each day with only an aggregate amount of time specified.
- c. Special Counsel shall keep the City advised of the identity and billing rates of those people working on the project account.
- d. All time shall be billed within 30 days of performance of the service.
- e. Counsel shall advise City whenever it anticipates the amount of services necessary to properly execute the task will exceed the amount of the contract. When accrued billings are equal to eighty percent (80%) of the Payment Limit, written notice shall be given to the City as soon as possible, via e-mail, to the City Attorney's Office, of this fact. In order to satisfy this notification requirement, Counsel shall monitor its accrued billings on a weekly basis and immediately notify the City Attorney if the eighty percent (80%) threshold is met. Special Counsel acknowledges the fiscal constraints on City funding and therefore Special Counsel assumes risk of non-payment for services rendered in the event the amount of services rendered exceeds the amount of the contract unless prior written authorization is received. Authorization to exceed the amount set forth in **Exhibit A** may be given only by City Attorney in writing.
- f. Only those attorneys approved by the City may bill on the case.
- g. The City expects the attorney assigned to the case to handle all significant matters in the litigation. The City Attorney must approve in advance the assignment of other attorneys to the litigation or project. The City may request that the assigned work be instead handled by the primary attorney.
- h. Special Counsel shall not charge for more than one attorney at any hearing, deposition, or meeting of any kind without advance approval of the City Attorney.
- i. No more than two paraprofessionals may bill on a particular case without the prior approval of the City.

Exhibit B

- j. The City has retained Special Counsel for its expertise, and therefore expects not to be billed for introductory or background research. City appreciates when Special Counsel has researched an issue previously and uses that research on present cases or projects. Do not charge the City for work Special Counsel has done and billed another client for in the past.
- k. Within thirty (30) days of the Effective Date of this Agreement, Special Counsel shall provide any manuals or policies describing Special Counsel's billing practices.
- l. The City does not allow "double billing" of any sort. If Special Counsel is working on another client's matter, do not bill City for that time. This applies to travel time or any other matter.
- m. Training time is not billable. Law clerks may be used only with prior approval.
- n. City will not pay for new attorneys to "get up to speed" on a file unless it has been preapproved.
- o. If a matter arises that requires Special Counsel to open a new file, the City Attorney should be informed immediately.
- p. City reserves the right to require additional substantiation of any item of claimed expense.

III. REIMBURSEMENTS

- a. The City will reimburse Special Counsel for the following expenses, and for no other expenses:
 - Actual printing costs;
 - Copying costs at \$.12 / page (for legal documents and file materials, but not library materials);
 - Actual cost of postage (including express mail delivery charges);
 - Facsimile charges at the rate of \$0.25 per page;
 - Computer research support services (e.g., Westlaw, LEXIS or computer time or services) at actual cost, but not to exceed 15% of the total fees for all legal services;
 - Actual cost of long distance telephone calls;
 - Transcription and reporter's fees; and
 - Reasonable travel. The City does not pay for meals unless Attorney is required to be away from office for one full day. All meals and/or travel reimbursements will be subject to approval by the City Attorney. Travel expenses are limited to the lesser of actual expenses or expenses that would be authorized for City employee travel pursuant to City policy.

Exhibit B

- b. The City Attorney must approve in advance any single reimbursement item in excess of \$250.
- c. Any expense other than those listed in section "a." must be approved by the City Attorney in writing and in advance in an approved budget.
- d. No compensation shall be allowed for administrative overhead or premiums added to the direct cost of research support or other services.
- e. Court filings shall be prepared in a timely manner so that "rush" or "expedited" messenger fees are not incurred.
- f. Messenger and other charges in excess of actual costs are not permitted. City does not allow cost, plus a percentage, for actual outside costs
- g. City does not pay for secretarial time or secretarial overtime. City does not pay attorneys or paralegals for secretarial tasks or tasks that should not be included in Special Counsel's overhead. For example, faxing, mailing, arranging for messengers and calendaring are not acceptable charges.
- h. City does not pay for billing or discussions of bills, including discussions initiated by the City or City's requests for additional information about a bill.
- i. The practice of minimum billing charges is prohibited. Please charge for actual time spent. For example, a minimum of .2 for phone calls or .4 for letters is unreasonable unless it is an accurate measure of time spent.
- j. Do not charge for file opening or file closing. These are not true legal services, tasks or adequate descriptions of legal activities.

Exhibit C

PROJECT PLAN AND BUDGET

Project plans and budgets should conform to the following guidelines:

- a. The project plan shall include a projection of recommended strategies and actions to be taken in the project and a range of costs for each such strategy or action.
- b. If the scope of work includes representation of the City in litigation, the project plan shall include the following elements, with explanations:
 - Anticipated total costs;
 - The primary issues;
 - The probability of success; and
 - A settlement/trial recommendation

The project plan will be modified during the litigation as the need arises.

- c. The project budget shall include an estimate of the attorneys' hours and fees and disbursements during each phase and/or activity. All anticipated expenses must be listed and costs estimated.
- d. In the event of litigation, the project budget shall include, but not be limited to, estimates for:
 - Pre-commencement (legal and factual research for the complaint or answer);
 - Pleadings;
 - Preliminary motions;
 - Initial discovery;
 - Factual investigation of merits (interviewing clients, employees and third parties);
 - Review and abstract City's documents;
 - Expert (non-medical) investigation and reports;
 - Medical experts and examinations;
 - Legal research on merits;
 - More thorough discovery (including the identity of deponents and expected costs of each deposition and preparation);
 - Settlement negotiations;
 - Trial preparation; and
 - Trial.
- e. The project budget should include the anticipated cost of each line item, the time allotted to complete it and the professional level of the person handling it.
- f. The project budget is not a fixed fee agreement and is subject to revision.
- g. Special Counsel shall provide revisions to the project plan or budget at the request of the City Attorney.

Exhibit C

- h. Special Counsel understands and agrees that major unjustified deviations from the project budget, or failure to timely submit a project budget or revisions, if requested, may constitute a breach and result in termination of this Agreement.

Exhibit D

California Joint Powers Risk Management Authority Mandatory Case Reporting Policy

Pursuant to Section VII (Conditions) of the Memorandum of Coverage, the following rule is applicable to all cases reported to CJPRMA.

The Authority shall be entitled to complete access to the covered party's claim file, the defense attorney's complete file, and all investigation material and reports, including all evaluations and information on negotiations. The covered party shall be responsible to report the progress of the litigation and any significant developments at least quarterly to the Authority, and to provide the Authority with simultaneous copies of all correspondence provided to the covered party by its defense attorneys and/or its agents.

In addition, the CJPRMA Board of Directors has adopted the following mandatory case reporting standards:

- 1) Defense counsel is expected to provide a written analysis of liability and exposure in any reported claim no later than ninety days following receipt of the file from the member agency. CJPRMA understands that the liability picture may develop as discovery is ongoing, but this does not excuse the responsibility of providing an early, objective analysis of the file, subject to later developments. An early analysis not only permits the JPA member to set an accurate reserve level, but also permits the member entity to decide whether to actively litigate the case, try to settle the case, or limit discovery based upon the exposure.
- 2) The initial status report should provide, at a minimum, a brief synopsis of the facts giving rise to the lawsuit; the status of the pleadings, including any discussions of demurrers or motions to dismiss, or cross-complaints; a summary and analysis of plaintiff's injuries, damages and exposures in the case; an initial impression of liability; any requests for additional investigation; a brief outline of the discovery planned; and an evaluation of anticipated litigation costs. The report need not be lengthy, and typically might not exceed three to five pages, but must address the issues directly and in a straightforward manner so that the member entity and CJPRMA can set cost and loss reserves as necessary.
- 3) Defense counsel is responsible to report, in writing, the setting of a trial date, settlement conference date, hearing date on motion for summary judgment or similar dispositive motion in any litigated case, within one week of the date on which a court establishes such date.
- 4) Defense counsel is responsible to report, in writing, all settlement demands or offers within one week of the time the offer is made or the demand is received.

Exhibit D

- 5) Defense counsel is responsible to report, in writing, on the substance of all depositions taken in the case. This need not be a multi-page deposition summary, but must, at a minimum, include a concise report of major events occurring at the deposition, and an evaluation of the effect of the deposition testimony on the case.
- 6) Finally, no later than sixty days before the date set for trial in any case, defense counsel is responsible to report, in writing, on (1) an assessment of liability in the case, (2) the adverse potential exposure if liability is found, (3) a concise summary of injuries sustained and/or claims, (4) an assessment of any other factors (such as local jury tendencies, appearance of important witnesses, etc.) that may affect the liability analysis or exposure assessment, and (5) an opinion on the settlement value of the case.
- 7) All status reports from defense counsel must be copied to the CJPRMA Board member whose entity is involved in the claim.

This policy is designed to protect the member entity and CJPRMA, so that they can make informed litigation decisions on reported cases. Past experience has shown that defense counsel retained by the member entities of CJPRMA are high-caliber, hard working attorneys who have done very well for their clients, and CJPRMA is grateful for their efforts. Defense counsel are cautioned, however, that case reporting is given a high priority by CJPRMA and its members, and is a major consideration in evaluating counsel's performance.

Exhibit E

LITIGATION GUIDELINES

The following guidelines should be followed when the scope of work includes representing the City in litigation:

- a. The Special Counsel shall consult the City Attorney regarding the component parts of litigation handled so that the City Attorney, in consultation with the City Council, if necessary, can determine whether a particular activity is reasonable in light of its costs and benefits.
- b. The City Attorney must approve the identity and number of staff assigned to the litigation, and any changes.
- c. All pleadings shall be submitted to the City Attorney for review prior to filing.
- d. Copies of major work product, pleadings, motions, orders, decisions, research memoranda, reports on significant developments, and quarterly status reports shall be submitted to keep the City Attorney advised of any major developments in the lawsuit. Such copies shall be provided in electronic format compatible with software in the City Attorney's office.
- e. Generally, the City Attorney will rely upon Special Counsel for guidance on litigation strategy. Nonetheless, prior approval from the City Attorney is necessary for demurrers, motions for summary judgment and discovery motions.
- f. City expects that Special Counsel will resolve all discovery disputes without court intervention. If this is impossible due to the conduct of others, please inform the City Attorney immediately. City's intent is to have discovery be fair and open with the money spent on reviewing relevant items that are discovered, not on discovery battles.
- g. Provide full descriptions of legal tasks performed. This will help the City Attorney follow case development and understand Firm's strategy.
- h. Some types of litigation-related expenses require prior approval by the City Attorney, including, but not limited to, experts and investigators. Expenses over a certain dollar amount always require prior approval. See Section III (Reimbursements) of Exhibit B (Billing Protocols and Guidelines) of this Agreement for a list of those expenses that may be reimbursed.

Exhibit F

SANCTUARY CITY COMPLIANCE STATEMENT

The undersigned, an authorized agent of ORBAAL WOLF SANCERZ + HENDERSON (hereafter "Contractor"), has had an opportunity to review the requirements of City of Richmond Ordinance 12-18 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if at any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 7th day of Jan., 2021, at Kennerly, California.

Printed Name: Kayla C. Corder Title: Partner
Signed: [Signature] Date: 1/7/21
Business Entity: ORBAAL WOLF SANCERZ + HENDERSON

Vendor SCCO Compliance Statement (Aug2020)

Exhibit G

City of Richmond - Insurance Requirements - Type 2: Professional Services

In all instances where CONTRACTOR or its representatives will provide professional services (*architects, engineers, construction management, counselors, medical professionals, hospitals, clinics, attorneys, consultants, accountants, etc.*) to the City of Richmond (City), the City requires the following MINIMUM insurance requirements and limits:

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability coverage, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001), and including coverage for bodily and personal injury, property damage, and products and completed operations (if applicable).
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
3. Original and Separate Additional Insured Endorsement for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation insurance.
6. Professional Liability or Errors & Omissions Liability Insurance appropriate to the CONTRACTOR's profession (if required.)

Required Coverage	Minimum Limits
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 .
General Liability (primary and excess limits combined)	\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit) . Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.

Exhibit G

City of Richmond - Insurance Requirements - Type 2: Professional Services

Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage.	
Professional Liability or Errors & Omissions Liability – <i>Required for all professionals including architects, engineers, consultants, construction management, counselors, medical professionals, hospitals, clinics, attorneys and accountants, & other consultants as may be required by the City.</i>	PROJECT COST	REQUIRED LIMIT
	\$0 - \$1 million \$1 million - \$5 million Over \$5 million	\$1 million p/o \$2 million p/o \$5 million p/o
Required Policy Conditions Additional Insured Endorsement		
Applicable to General Liability coverage. The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract. <i>ISO form CG 20 10 (11/85) or its equivalent is required. If the Contractor is supplying their product or providing a service then the endorsement must not exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</i>		
Primary and Noncontributory	The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.	
Waiver of Subrogation Endorsement Form	Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61 .	
Deductibles and Self-Insured Retentions	Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.	
A. M. Best Rating	A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.	

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverage's and cover those insured in the underlying policies.

Exhibit G

City of Richmond - Insurance Requirements - Type 2: Professional Services

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City **before work may begin.** The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, CONTRACTOR must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable



AGENDA REPORT

City Council

DATE:	March 11, 2025
TO:	Mayor Martinez and Members of the City Council
FROM:	Council Member Sue Wilson
Subject:	Request for Funding to Support Community Outreach by the Human Rights and Human Relations Commission
FINANCIAL IMPACT:	\$1,500.00 will be identified in General Fund Non-departmental org, 01917090.
PREVIOUS COUNCIL ACTION:	None
STATEMENT OF THE ISSUE:	At the February 24 th Human Rights and Human Relations Commission meeting, commissioners voted unanimously in favor to request funding from the City of Richmond to pay for printed materials, including marketing flyers and educational materials, to increase public attendance at an upcoming HRHR (a meeting where the commission will receive a presentation on immigrant rights), and for business cards for all members of the HRHR to use for community outreach.
RECOMMENDED ACTION:	APPROVE \$1,500 to pay for printed materials that the Human Rights and Human Relations Commissioners will use to increase public outreach and attendance for an immigrant rights meeting. Council Member Sue Wilson (510-602-6636).

DISCUSSION:

At the February 24th Human Rights and Human Relations Commission meeting, commissioners voted unanimously in favor of two motions:

- To request from the City Council \$800.00 to pay for printed materials, including marketing flyers and educational materials, to increase public attendance at an upcoming HRHR meeting where the commission will receive a presentation on immigrant rights.
- To request from the City Council \$700.00 to purchase business cards for all members of the HRHR to use for community outreach.

DOCUMENTS ATTACHED:

None



AGENDA REPORT

Community Development

DATE:	March 11, 2025
TO:	Mayor Martinez and Members of the City Council
FROM:	Lina Velasco, Director of Community Development
Subject:	Accept and Award Miraflores Interpretative Signage Bids and Authorize Change.
FINANCIAL IMPACT:	The Miraflores Interpretative Signage is funded by a National Park Service Japanese American Confinements Sites grant. An account string will be set up once funds are appropriated. The matching funds required for the project are provided by the Successor Agency to the Richmond Community Redevelopment Agency.
PREVIOUS COUNCIL ACTION:	
STATEMENT OF THE ISSUE:	In 2020, a grant agreement was executed with the National Park Service (NPA) for \$97,500 with the City of Richmond for the Miraflores Interpretative Signage Project. Due to staff challenges the grant has been extended through April 30, 2025, and can no longer be extended. The grant project completion deadline necessitates authorizing the City Manager to accept and award a contract for the Miraflores Interpretative Signage to avoid potential funding loss.
RECOMMENDED ACTION:	APPROPRIATE a \$97,500 National Park Service Japanese American Confinements Site (JACS) program grant to the Fiscal Year 2024-2025 budget and ADOPT a resolution granting the City Manager the authority to accept bids and award a contract for the Miraflores Interpretative Signage project to avoid potential loss of grant funds that expire on April 30, 2025 – Community Development Department (Lina Velasco 510-620-6841).

DISCUSSION:

In 2020, a grant agreement was executed with the National Park Services Japanese American Confinements Site (JACS) program for \$97,500 with the City of Richmond for the Miraflores Interpretative Signage Project. Due to staffing challenges causing delays in the Project, the grant agreement has been extended to April 30, 2025. However, the grant agreement can no longer be extended. The grant project completion deadline necessitates authorizing the City Manager to accept and award a contract for the Miraflores Interpretative Signage to avoid potential funding loss.

Project Description

The proposed interpretive project includes research, design, fabrication and installation of permanent interpretive elements about the impact of World War II (WWII) confinement at the former site of Oishi, Sakai and Maeda cut flower nurseries. These nurseries were a portion of a thriving community of Japanese American growers first established in the area circa 1905. By 1910, two clusters of Japanese-owned flower nurseries formed the heart of this close-knit community, and by WWII, approximately twenty nurseries had been established. The historic nursery site is now being developed by the City of Richmond with non-profit and for-profit housing developers into affordable senior housing, market rate homes and a new 4-acre park. Recognition of the site's significance to local, state and national history has led to a plan that includes preservation of several representative buildings and structures from the Sakai and Oishi nurseries — a water tower, an oil tank, several greenhouses and two single-family homes that will be renewed as a community center and headquarters for a youth job development training program. The locally funded preservation of the historic structures will be complimented by a robust program to interpret the site for future generations, which is the subject of the JACS grant award.

The Miraflores Interpretative Signage project will provide an important node where Rosie the Riveter/WWII Home Front National Historical Park (RORI) can communicate the impact of WWII on Japanese Americans in a place directly affected by wartime policies and programs. All of Richmond's Japanese American residents were forcibly removed and incarcerated during WWII; Tom Oishi, the son of a nursery family who worked as a welder in the Richmond shipyards literally left for Tanforan Assembly Center from his defense job. While most Richmond Nikkei (Nikkei is a Japanese word that literally means "of Japanese lineage") held at Tanforan and Topaz War Relocation Center, others who had moved inland to avoid wartime restrictions found themselves separated from their community in different facilities such as Rohwer War Relocation Center. At least one Richmond man was sent to the Crystal City DOJ facility right after the bombing of Pearl Harbor, while his wife and children were ultimately sent to Amache War Relocation Center.

Because Richmond had an unusually high percentage of nursery families who owned their property, only a few lost their businesses and were unable to return after the war. Several returning families were aided by supportive neighbors who had managed their

property in their absence. Others found that people they had leased their businesses to soon realized that they could make more money subletting the nursery properties to shipyard workers as shelter in a tight housing market. Rebuilding neglected nursery structures and reviving flower production after WWII was hard, grinding labor and some families were interrupted yet again by development of a new highway. Yet Richmond's Nikkei nursery community was largely rebuilt and was thriving again by the late 1950s and 1960s.

In a series of eight sculptural interpretive elements placed throughout the park and associated with the preserved historic structures, the project will convey the full arc of the Japanese American story in Richmond from 1905 to the turn of the twenty-first century. JACS grant funds were awarded to support design, fabrication and installation of these interpretive elements. The interpretive nodes employ themes such as "Arrival" or "Creating Home," that allow the Nikkei experience to be communicated alongside those of other Richmond communities, reinforcing links among various people. At the heart of the project are a series of three markers that will convey the impact of the WWII years on the nurseries and the Japanese American families that established them and the WWII and the Japanese American confinement site experience, reinforcing the profound significance of that event in history.

Table 1. Anticipated Project Schedule

Project Phase	Schedule
Design Complete	January 2025
Bid	February 2025
Award	March 2025
Construction	April 2025

The design of the interpretative signage has been reviewed by the Historic Preservation Commission and building permits for the work has been reviewed and approved. The bid for the construction work is anticipated to be released in February and posted for a minimum of three weeks with execution of a contract planned for March. City staff anticipates that the construction is anticipated to take less than 30 days. The NPS JACS grant expires on April 30, 2025, so ensuring the contract is awarded and construction work completed in a timely manner is paramount to ensure the grant funds are not lost. The building permits for the signage are ready to be issued, upon award of a construction contract to the lowest responsive and responsible bidder.

SYNERGISTIC POLICIES:

The Miraflores Interpretative Signage project supports General Plan 2030 Historical Resources Element GOAL HR3: Increased Public Awareness of Richmond History. The value of historic resources relies on an adequate level of community awareness. Raise public awareness by educating the public about the City's past, how it shaped modern-day Richmond and how residents can identify and preserve historically significant properties.

Places such as Richmond's historic Japanese flower nurseries are an important part of the larger confinement site experience and this story is part of the confinement site story. There are currently very few publicly accessible sites where visitors can be educated about the establishment and development of a Japanese American immigrant community, the WWII confinement experience, and post-war rebuilding. By interpreting a place where Japanese Americans were forced to leave their homes and communities for confinement sites, and then rebuilt them after the war, this project conveys the broad continuum of the confinement site experience and addresses an important need in public education about Japanese American history and the confinement site experience.

CONCLUSION:

The project outcome will be to create historical interpretation elements about the impact of WWII confinement at the former site of the Oishi, Sakai and Maeda cut flower nurseries, within the recently created Miraflores greenbelt project that is a publicly accessible open space, used by the City, Rosie the Riveter/WWII National Historical Park, and community organizations.

Staff requests City Council approval to authorize the City Manager to accept and award the construction contract to the lowest responsive and responsible bidder for the Miraflores Interpretative Signage project. This authorization will ensure that the project progresses as scheduled and the City is able to meet all necessary deadlines, maintaining the project's funding and delivery schedule.

DOCUMENTS ATTACHED:

Attachment 1 – Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF RICHMOND, CALIFORNIA,
AUTHORIZING THE CITY MANAGER TO AWARD AND EXECUTE A CONTRACT
FOR THE MIRAFLORES INTERPRETATIVE SIGNAGE PROJECT**

WHEREAS, in August 2020, the City of Richmond was awarded a National Park Service (NPS) Japanese American Confinement Sites (JACS) program grant in the amount of \$97,500 for the Miraflores Interpretative Signage project; and

WHEREAS, a two-year extension of the Grant Agreement was executed in August 2022 to extend the agreement to August 2024; and

WHEREAS, an additional extension was granted in August 2024 extending the Grant Agreement to April 30, 2025, which is the last allowable extension and is now the final grant delivery deadline; and

WHEREAS, given the pending grant delivery deadlines, delaying the award process for the Miraflores Interpretative Signage project could result in the delivery deadlines being missed, resulting in the potential loss of this NPS JACS grant funding; and

WHEREAS, it is necessary to authorize the City Manager to award a construction contract for the Miraflores Interpretative Signage project to ensure timely progression and adherence to the project completion schedule.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richmond hereby appropriates the \$97,500 NPS JACS grant funds in the FY24/25 budget and authorizes the City Manager to award and execute a contract and any related documents with the lowest responsive and responsible bidder for the Miraflores Interpretative Signage Project.

I certify that the foregoing resolution was passed and adopted by the City Council of the City of Richmond at a regular meeting thereof held _____, 2025, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:

Mayor

Approved as to form:

City Attorney



AGENDA REPORT

Finance Department

DATE:	March 11, 2025
TO:	Mayor Martinez and Members of the City Council
FROM:	Andrea Miller, Director of Finance Mubeen Qader, Deputy Director of Finance Antonio Banuelos, Accounting Manager
Subject:	Special Assessment for Unpaid Garbage Liens
FINANCIAL IMPACT:	The City will receive \$597,122.92 when the balance of the liens are paid, of which \$547,622.92 will be remitted to Republic Services, and \$49,500.00 in administrative fees will be retained by the City. (01917090 341502)
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE ISSUE:	City staff is requesting City Council approval of liens and special assessments for unpaid garbage collection service fees to be placed on the County property tax records.
RECOMMENDED ACTION:	ADOPT a resolution authorizing placement of liens and special assessments for unpaid garbage collection service fees on Contra Costa County's property tax records – Finance Department (Andrea Miller/Mubeen Qader 510-620-6740/Antonio Banuelos 510-620-6741).

DISCUSSION:

Richmond Municipal Code Chapter 9.20 entitled “Solid Wastes” requires that property owners have garbage collection services and pay for those services. Richmond property owners are notified in writing of their obligation to pay for garbage collection services. Property owners who are five (5) months delinquent in their payments receive a final notification of their outstanding debt and a date for an administrative hearing (Attachment 1). The administrative hearings are held quarterly and attended by staff from both Republic Services and the City of Richmond’s Finance Department. If the fees remain unpaid, a lien is placed on the property in the amount of the unpaid garbage collection fees plus associated City administrative fees (Attachment 2).

City staff is requesting that the City Council adopt a resolution that authorizes liens and special assessments for unpaid garbage collection services fees to be placed on Contra Costa County’s property tax records (Attachment 3). Garbage collection fees are remitted to Republic Services on a yearly basis, after collection of the property taxes. Administrative fees are retained by the City.

DOCUMENTS ATTACHED:

Attachment 1 – Letter from Republic Services
Attachment 2 – Garbage Preliminary Lien List
Attachment 3 – Garbage Lien Resolution



Sustainability in Action

February 5, 2025

Via e-mail to: abanuelos@ci.richmond.ca.us

Ms. Andrea Miller, Director of Finance
City of Richmond
P. O. Box 4046
Richmond, CA 94804

Att: Antonio Banuelos, Accounting Manager

Dear Antonio:

Subject: GARBAGE LIENS – February 5, 2025, ADMINISTRATIVE HEARING

Enclosed is the preliminary lien list that includes unpaid waste collection service charges that fell delinquent between September 2024 – December 2024. As you will note, this list includes 1100 records, representing \$547,622.92 in delinquent service charges and \$49,500.00 in City Administrative Fees, for a total of \$597,122.92 to be assigned to the City for lien and special assessment upon the property taxes of benefitting properties. All required notices have been provided to account holders and property owners.

Please let me know when this item is scheduled for City Council consideration. After Council approval, we will provide you with an updated list for recording. After recording, please provide us with a copy of the enabling resolution and coversheet bearing the document recording information.

The next Administrative Hearing to consider liens for delinquent waste collection service charges is scheduled for June 4, 2025, at 10:00 a.m., in the Richmond Room at City Hall.

If you have any questions, or need additional information, please let me know. I can be reached by telephone at (510) 262-7131, or e-mail at aroof@republicservices.com

Sincerely,

Angela Roof
Customer Service Manager

cc: City Clerk

Prog: BIDI556
Date: 2/10/25
Time: 9:00:50
PRELIMINARY LIEN LIST NO CONSOLIDATION

PRELIMINARY LIEN LISTS
HEARING DATES
02/2025

Levy Code: HR

As Of 2/10/25

Owners Name	Billing Address	Service Address	Service Thru	RSS Charges	City Charge	Total Due
4053410249 SAECHAO NAI T	3610 SUNRISE CT RICHMOND CA 94806	3610 SUNRISE CT	24/09	381.62	45.00	426.62
4053600336 REED FREDERICK	3371 SOUTH RIDGE DR RICHMOND CA 94806	3371 SOUTH RIDGE DR	24/09	68.03	45.00	113.03
4053810885 UPPAL DALJIT	3250 HIGHPOINTE CT RICHMOND CA 94806	3250 HIGHPOINTE CT	24/09	392.38	45.00	437.38
4055300224 JACKSON MARCUS	3145 GREY HAWK CT RICHMOND CA 94806	3145 GREY HAWK CT	24/09	389.05	45.00	434.05
4055300398 XU PENG	29 VIA BARCELONA MORAGA CA 94556	3128 MANZANITA CT	24/09	48.95	45.00	93.95
4055400347 LAZO OCTAVIUS & JANTHER	3903 SELMI GRV RICHMOND CA 94806	3903 SELMI GRV	24/09	438.44	45.00	483.44
4055400941 KESETE HURUY	407 FIELDSTONE DR RICHMOND CA 94806	407 FIELDSTONE DR	24/09	534.42	45.00	579.42
4055500138 SPEARS MELANIE V	3966 SELMI GRV RICHMOND CA 94806	3966 SELMI GRV	24/09	392.38	45.00	437.38
4056500087 CHEN PEILIN	215 GOLF LINKS ST PLEASANT HILL CA 94523	1023 LANDMARK CT	24/09	235.70	45.00	280.70
4056901343 HUANG YICHEN	913 FILLMORE ST APT A ALBANY CA 94706	1330 SUMMER LN	24/09	392.38	45.00	437.38
4080110234 GALLOWAY DORIS	501 BANKS DR RICHMOND CA 94806	501 BANKS DR	24/09	392.38	45.00	437.38

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Owners Name	Billing Address	Service Address	Service Thru	RSS Charges	City Charge	Total Due
4080430012 BROWN JOYCE MARIE	3912 JENKINS WAY RICHMOND CA 94806	3912 JENKINS WAY	24/09	383.75	45.00	428.75
4080430277 HEAD GWENODLYN	2786 JO ANN DR SAN PABLO CA 94806	808 JOHNSON DR	24/09	322.06	45.00	367.06
4080540224 GRAYSON ALICE FAYE	3027 SHANE DR RICHMOND CA 94806	708 HARRISON DR	24/09	133.79	45.00	178.79
4140220122 MITCHELL MATTIE L	3033 SHANE DR RICHMOND CA 94806	3033 SHANE DR	24/09	65.40	45.00	110.40
4140340102 SMITH JANICE F	3068 SHANE DR RICHMOND CA 94806	3068 SHANE DR	24/09	742.97	45.00	787.97
4140410178 COLEMAN DONALD F	3119 ERLA WAY RICHMOND CA 94806	3119 ERLA WAY	24/09	320.28	45.00	365.28
4140420037 SEACER QUEEN	2916 MC KENZIE DR RICHMOND CA 94806	2916 MC KENZIE DR	24/09	700.28	45.00	745.28
4140610199 JHUTTY SARABJIT S & PARAMJIT K	3107 HENDERSON DR RICHMOND CA 94806	3107 HENDERSON DR	24/09	60.05	45.00	105.05
4140620347 PHONGBOUPHA MANH	3113 FAIRMEDE DR RICHMOND CA 94806	3113 FAIRMEDE DR	24/09	392.38	45.00	437.38
4140730013 TRAMELL RUTH	3056 JO ANN DR RICHMOND CA 94806	3056 JO ANN DR	24/09	405.41	45.00	450.41
4141100257 PALACIOS CIRILA	2784 JO ANN DR RICHMOND CA 94806	2784 JO ANN DR	24/09	391.26	45.00	436.26

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4141420093 WALKER MARY E	2836 GONZAGA AVE RICHMOND CA 94806	2836 GONZAGA AVE	24/09	749.24	45.00	794.24
4141450140 GOMEZ ELADIO	2510 DUKE AVE RICHMOND CA 94806	2510 DUKE AVE	24/09	360.31	45.00	405.31
4141920019 AUSTIN JANICE R	2701 WISWALL DR RICHMOND CA 94806	2701 WISWALL DR	24/09	392.38	45.00	437.38
4142210113 RICHARDSON DOROTHY M	3015 WISWALL DR RICHMOND CA 94806	3015 WISWALL DR	24/09	426.74	45.00	471.74
4142620048 CLINTON MARIE	2918 CANTERBURY DR RICHMOND CA 94806	2918 CANTERBURY DR	24/09	392.38	45.00	437.38
4252610060 ASHFORD-MALONE ANN J TRE	3126 FIESTA CT RICHMOND CA 94803	3126 FIESTA CT	24/09	437.00	45.00	482.00
4252620200 BLACKMAN MARCEL & ANNA L	4320 FRAN WAY RICHMOND CA 94803	4320 FRAN WAY	24/09	757.30	45.00	802.30
4263620066 AZURDIA JUAN CARLOS	1216 FAIRWAY DR RICHMOND CA 94803	1216 FAIRWAY DR	24/09	742.90	45.00	787.90
4310600012 NICHOLAS GARRY	31 LAUREL LN RICHMOND CA 94803	31 LAUREL LN	24/09	238.28	45.00	283.28
4311310231 LENT DAVID J	168 BROCKMAN LN BISHOP CA 93514	2722 SHELDON DR	24/09	360.31	45.00	405.31
4311420063 KISSOON JEANETTE	2724 SHELDON CT EL SOBRANTE CA 94803	2724 SHELDON CT	24/09	140.04	45.00	185.04

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4311450037 VARGAS SALVADOR & ELISA	4471 UTAH DR RICHMOND CA 94803	4471 UTAH DR	24/09	158.78	45.00	203.78
4311510046 LEE CHUK FOUNG & SANDY TRE	109 BIG BEAR CT EL SOBRANTE CA 94803	4420 SANTA RITA RD	24/09	390.12	45.00	435.12
4311930327 WEBSTER JOHN	3149 DESERET DR RICHMOND CA 94803	3149 DESERET DR	24/09	352.75	45.00	397.75
4312810122 HAMILTON MARK GORDON	3450 STEWARTON DR RICHMOND CA 94803	3450 STEWARTON DR	24/09	392.74	45.00	437.74
4312820261 SHELDON VIRGINIA A	4707 MEADOWBROOK DR RICHMOND CA 94803	3401 MAY RD	24/09	459.85	45.00	504.85
4314110190 ALBERTO HERSHE A	4909 THUNDERHEAD CT RICHMOND CA 94803	4909 THUNDERHEAD CT	24/09	394.68	45.00	439.68
4322100217 MANTILLA ARISTIDES O	5316 WOODGATE CT RICHMOND CA 94803	5316 WOODGATE CT	24/09	408.43	45.00	453.43
4322100332 TOLER BURL JR	5425 SADDLEBACK CT EL SOBRANTE CA 94803	5425 SADDLEBACK CT	24/09	440.66	45.00	485.66
4333400234 VANZOMEREN DAVID & YVONNE TRE	5156 SIMONI CT RICHMOND CA 94803	5156 SIMONI CT	24/09	390.50	45.00	435.50
4333520064 PRATT JONATHAN TRE	5238 HEAVENLY RIDGE LN RICHMOND CA 94803	5238 HEAVENLY RIDGE LN	24/09	742.97	45.00	787.97
4334800101 KENDALL ARIEH	850 MAISON WAY RICHMOND CA 94803	850 MAISON WAY	24/09	182.30	45.00	227.30

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4334930015 JACKSON LEO M JR	5905 AMEND RD RICHMOND CA 94803	5905 AMEND RD	24/09	392.38	45.00	437.38
4352220273 BRIGGS ESTIE	2171 PYRAMID DR RICHMOND CA 94803	2171 PYRAMID DR	24/09	224.81	45.00	269.81
5012020193 MOBLEY JOE C & CAROL A	2415 SAN PABLO DAM RD STE 106 SAN PABLO CA 94806	2238 KEY BLVD	24/09	2,269.18	45.00	2,314.18
5070200042 PAULDING JOHN TRE	5648 BURLINGAME AVE RICHMOND CA 94804	5648 BURLINGAME AVE	24/09	293.54	45.00	338.54
5070400253 FLORES ANTONIO	1718 BUTTE ST RICHMOND CA 94804	1718 BUTTE ST	24/09	60.19	45.00	105.19
5080200024 GIESE ELLESHA ANN	PO BOX 1682 EL CERRITO CA 94530	5228 BAYVIEW AVE	24/09	711.41	45.00	756.41
5080610016 GARLAND JOEL V	1347 CARLSON BLVD RICHMOND CA 94804	1347 CARLSON BLVD	24/09	784.78	45.00	829.78
5080610149 MCCOY MYESHA MICHELLE	5301 CARL AVE RICHMOND CA 94804	5301 CARL AVE	24/09	62.91	45.00	107.91
5080700023 KESSLER NOAH	1339 MARIPOSA ST RICHMOND CA 94804	1339 MARIPOSA ST	24/09	305.90	45.00	350.90
5081310145 AVALOS SALVADOR	1450 MARIPOSA ST RICHMOND CA 94804	1450 MARIPOSA ST	24/09	389.05	45.00	434.05
5081320201 BOOTH ROSIE M	1426 CARLSON BLVD RICHMOND CA 94804	1426 CARLSON BLVD	24/09	392.04	45.00	437.04

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5081500091 KELLEY TERRY	1459 SAN JOAQUIN ST RICHMOND CA 94804	1459 SAN JOAQUIN ST	24/09	65.40	45.00	110.40
5081800061 PAYSINGER SHERRI	PO BOX 2863 RICHMOND CA 94802	1519 OSCAR ST	24/09	392.38	45.00	437.38
5082210179 THOMPSON NILDA TRE	1638 MARIPOSA ST RICHMOND CA 94804	1638 MARIPOSA ST	24/09	239.84	45.00	284.84
5082910026 BAKER PAUL	10787 SAN PABLO AVE EL CERRITO CA 94530	10787 SAN PABLO AVE	24/09	421.92	45.00	466.92
5093100278 KNOX KIM	4741 CYPRESS AVE RICHMOND CA 94804	4741 CYPRESS AVE	24/09	232.75	45.00	277.75
5093300126 PIMENTEL SERGIO	983 S 47TH ST RICHMOND CA 94804	983 S 47TH ST	24/09	392.38	45.00	437.38
5094000063 HERNANDEZ YENY G	819 S 41ST ST RICHMOND CA 94804	819 S 41ST ST	24/09	381.72	45.00	426.72
5100440295 GARY THOMAS L JR TRE	2906 SAN LUIS ST RICHMOND CA 94804	2906 SAN LUIS ST	24/09	744.94	45.00	789.94
5101040052 OLIVER MONICA M	5500 COLUMBIA AVE RICHMOND CA 94804	5500 COLUMBIA AVE	24/09	392.38	45.00	437.38
5130100042 ADEL PARK LLC	1432 EDINGER AVE STE 120 TUSTIN CA 92780	350 CARLSON BLVD	24/09	2,477.16	45.00	2,522.16
5130210114 PALACIOS HORACIO	2635 OHIO AVE RICHMOND CA 94804	2635 OHIO AVE	24/09	95.92	45.00	140.92

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5130310013 WILLARD WILLIE MAE	2903 OHIO AVE RICHMOND CA 94804	2903 OHIO AVE	24/09	404.02	45.00	449.02
5130310062 EXPLORER LLC	32940 SOQUEL ST UNION CITY CA 94587	3005 OHIO AVE	24/09	364.80	45.00	409.80
5130330052 PAYSINGER LORENE TRE	2320 ALVA AVE EL CERRITO CA 94530	3211 CENTER AVE	24/09	366.35	45.00	411.35
5130440026 EDWARDS CATHERINE	130 E 17TH ST PITTSBURG CA 94565	120 S 35TH ST	24/09	392.38	45.00	437.38
5130610172 ROYTMAN LAURA	2934 HILLTOP MALL RD 126 SAN PABLO CA 94806	217 S 39TH ST	24/09	1,425.12	45.00	1,470.12
5130730145 HOULDIN RYAN	129 S 41ST ST RICHMOND CA 94804	129 S 41ST ST	24/09	418.01	45.00	463.01
5130820193 RODRIGUEZ VICTOR M	118 S 42ND ST RICHMOND CA 94804	118 S 42ND ST	24/09	389.05	45.00	434.05
5130840282 ROBINSON WARREN E	257 S 42ND ST RICHMOND CA 94804	257 S 42ND ST	24/09	397.97	45.00	442.97
5131110024 MACHADO ROMEO M	4223 WALL AVE RICHMOND CA 94804	4223 WALL AVE	24/09	413.40	45.00	458.40
5131310459 SMITH DONNA	4404 OVEREND AVE RICHMOND CA 94804	4404 OVEREND AVE	24/09	392.36	45.00	437.36
5131330333 AMBRIZ ARACELI	332 S 41ST ST RICHMOND CA 94804	332 S 41ST ST	24/09	438.40	45.00	483.40

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5131410416 CARTER MELVIN	386 S 38TH ST RICHMOND CA 94804	386 S 38TH ST	24/09	1,485.90	45.00	1,530.90
5131520339 NIELSEN NICOLAI JIANGXI NANCHANG	2201 BIN JIANG HAO YUAN BOSTON MA 02201	381 S 37TH ST	24/09	381.61	45.00	426.61
5131530155 ADAMS SANDRA JOYCE ROYSTON	1552 MARIPOSA ST RICHMOND CA 94804	338 S 35TH ST	24/09	400.10	45.00	445.10
5132240150 OTIS FRANCES E TRE	4811 STATE CT RICHMOND CA 94804	4811 STATE CT	24/09	113.72	45.00	158.72
5132930222 MAYFIELD REGINALD L EST OF	4517 FALL AVE RICHMOND CA 94804	4517 FALL AVE	24/09	742.97	45.00	787.97
5133160449 NASER ZAMZAM M	187 MAPLE CT HERCULES CA 94547	4600 OVEREND AVE	24/09	60.05	45.00	105.05
5133160498 GIDEON VICTORIA ELAINE	4644 OVEREND AVE RICHMOND CA 94804	4644 OVEREND AVE	24/09	374.32	45.00	419.32
5133220300 TAYLOR BETTY L	268 S 46TH ST RICHMOND CA 94804	268 S 46TH ST	24/09	42.75	45.00	87.75
5133840131 MCINTYRE ALVIN TRE	4437 TAFT AVE RICHMOND CA 94804	4437 TAFT AVE	24/09	262.64	45.00	307.64
5133850189 BULL DELYA TRE	4610 TAFT AVE RICHMOND CA 94804	4610 TAFT AVE	24/09	355.20	45.00	400.20
5133850254 JONES WENDELL	4500 TAFT AVE RICHMOND CA 94804	4500 TAFT AVE	24/09	392.58	45.00	437.58

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5133960087 LUCAS ANNIE M	5020 FRAY AVE RICHMOND CA 94804	5020 FRAY AVE	24/09	324.40	45.00	369.40
5134020238 JONES ORA B	4116 BERK AVE RICHMOND CA 94804	4116 BERK AVE	24/09	337.90	45.00	382.90
5134030559 JOHNSON MODISTINE	4517 BELL CT RICHMOND CA 94804	4517 BELL CT	24/09	392.38	45.00	437.38
5141000181 FINDLEY JAMES ERIC	448 22ND ST RICHMOND CA 94801	448 22ND ST	24/09	320.28	45.00	365.28
5141800119 VAZQUEZ CRISTINA	527 19TH ST RICHMOND CA 94801	527 19TH ST	24/09	408.72	45.00	453.72
5142000057 SOLIS WILLIAM F SURIANO	2030 ROOSEVELT AVE RICHMOND CA 94801	2030 ROOSEVELT AVE	24/09	360.31	45.00	405.31
5142300283 GUERRA LETICIA M TRE	2209 ROOSEVELT AVE RICHMOND CA 94801	2209 ROOSEVELT AVE	24/09	392.46	45.00	437.46
5142400273 GOVEA CARLOS PRADO	2116 GRANT AVE RICHMOND CA 94801	2116 GRANT AVE	24/09	740.41	45.00	785.41
5142800191 FIGUEROA ALEJANDRO	1827 ROOSEVELT AVE RICHMOND CA 94801	1827 ROOSEVELT AVE	24/09	397.01	45.00	442.01
5142800357 ROMERO NASSER ALEXANDER ARIAS	638 18TH ST RICHMOND CA 94801	638 18TH ST	24/09	112.07	45.00	157.07
5143000346 RODRIGUEZ ROBERTO A	634 16TH ST RICHMOND CA 94801	634 16TH ST	24/09	389.05	45.00	434.05

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5143200052 FLORES ADAN UMANZOR	627 15TH ST RICHMOND CA 94801	627 15TH ST	24/09	53.03	45.00	98.03
5151100038 DAVLIN LINDA ANN TRE	3701 PINE HOLLOW WAY ANTELOPE CA 95843	541 29TH ST	24/09	298.27	45.00	343.27
5151100160 WILLIAMS KATE W	556 28TH ST RICHMOND CA 94804	556 28TH ST	24/09	392.38	45.00	437.38
5151500203 MCCLENNON GEORGIA	PO BOX 880052 SAN FRANCISCO CA 94188	2512 ROOSEVELT AVE	24/09	71.30	45.00	116.30
5152820121 BERMUDEZ IGNACIO & ROSA	232 23RD ST RICHMOND CA 94804	232 23RD ST	24/09	1,121.38	45.00	1,166.38
5153320113 RUBIO CARLOS E & ANGELA Y	55 MURDOCK ST RICHMOND CA 94804	55 MURDOCK ST	24/09	392.38	45.00	437.38
5153600126 POSADA RAUL D & MARIA E	135 GROVE ST RICHMOND CA 94804	135 GROVE ST	24/09	732.89	45.00	777.89
5153600134 HARRELL ROBERT A JR	127 GROVE ST RICHMOND CA 94804	127 GROVE ST	24/09	33.88	45.00	78.88
5160500145 MOLIA TUTAGAOVAALOA	530 33RD ST RICHMOND CA 94804	530 33RD ST	24/09	442.52	45.00	487.52
5160700042 DURDEN GRACIADELEDA M	3530 ROOSEVELT AVE RICHMOND CA 94805	3530 ROOSEVELT AVE	24/09	392.38	45.00	437.38
5170400195 SELF DONALD L	574 40TH ST RICHMOND CA 94805	578 40TH ST	24/09	784.79	45.00	829.79

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5171500183 WELCH ROBERT G	458 41ST ST RICHMOND CA 94805	456 41ST ST	24/09	712.56	45.00	757.56
5171800039 AGUAYO MARIA D	449 39TH ST RICHMOND CA 94805	449 39TH ST	24/09	700.15	45.00	745.15
5172600131 ALBOM ADVENTURES LLC	PO BOX 4471 VALLEJO CA 94590	4808 NEVIN AVE	24/09	784.79	45.00	829.79
5181500090 ADAIR ERIK	3521 CERRITO AVE RICHMOND CA 94805	3521 CERRITO AVE	24/09	360.31	45.00	405.31
5181800052 AGREDANO PEDRO A	685 34TH ST RICHMOND CA 94805	685 34TH ST	24/09	392.38	45.00	437.38
5182500305 HUNTER PEARL L	611 32ND ST RICHMOND CA 94804	611 32ND ST	24/09	320.28	45.00	365.28
5182600246 TROIKE KENNETH D & EVA M TRE	630 32ND ST RICHMOND CA 94804	630 32ND ST	24/09	352.38	45.00	397.38
5182700129 NURSE STEVE & AYOKA	615 34TH ST RICHMOND CA 94805	615 34TH ST	24/09	418.60	45.00	463.60
5183200095 PEREZ ALVIN	532 STANFORD AVE REDWOOD CITY CA 94063	625 39TH ST	24/09	360.31	45.00	405.31
5183600112 HEITZ DENNIS	609 43RD ST RICHMOND CA 94805	609 43RD ST	24/09	392.38	45.00	437.38
5201720090 BELL BRANDON	603 SONOMA ST RICHMOND CA 94805	603 SONOMA ST	24/09	301.45	45.00	346.45

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5201810032 WALSH CHRISTOPHER E & KELLY A	604 SONOMA ST RICHMOND CA 94805	604 SONOMA ST	24/09	60.05	45.00	105.05
5230340019 SMITH RAYMOND D	PO BOX 150 ORINDA CA 94563	5200 ESMOND AVE	24/09	379.84	45.00	424.84
5230410184 BARAGHANI FATEMEH TRE	4924 BUCKBOARD WAY EL SOBRANTE CA 94803	12654 SAN PABLO AVE	24/09	351.60	45.00	396.60
5230440082 BENFORD CLEO L TRE	787 HUMBOLDT ST RICHMOND CA 94805	787 HUMBOLDT ST	24/09	564.89	45.00	609.89
5230530254 RICHARDS DOROTHY D EST OF	734 LASSEN ST RICHMOND CA 94805	734 LASSEN ST	24/09	436.40	45.00	481.40
5230620030 DORAN GAYLE M	5418 SOLANO AVE RICHMOND CA 94805	5418 SOLANO AVE	24/09	682.30	45.00	727.30
5242900230 MENA JUANA CRISTINA	780 32ND ST RICHMOND CA 94804	780 32ND ST	24/09	394.64	45.00	439.64
5261000086 LOPEZ KARINA M ULLOA	3256 ANDRADE AVE RICHMOND CA 94804	3256 ANDRADE AVE	24/09	392.58	45.00	437.58
5262300089 ALCOCER RIGOBERTO LOPEZ	3022 RHEEM AVE RICHMOND CA 94804	3022 RHEEM AVE	24/09	389.05	45.00	434.05
5262600132 WOLF WILLIAM W & BARBARA D	3109 MCBRYDE AVE RICHMOND CA 94804	3109 MCBRYDE AVE	24/09	393.82	45.00	438.82
5262700148 WALLACE LAURA L TRE	2887 HUMPHREY AVE RICHMOND CA 94804	2887 HUMPHREY AVE	24/09	182.59	45.00	227.59

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5270310161 NOVOA JUAN ANTONIO	1501 HAYES ST RICHMOND CA 94806	1501 HAYES ST	24/09	399.52	45.00	444.52
5270320012 NAVARRO JOSE LUIS	1500 HAYES ST SAN PABLO CA 94806	1500 HAYES ST	24/09	871.43	45.00	916.43
5270710055 ROSE KEITH F	1533 27TH ST RICHMOND CA 94806	1533 27TH ST	24/09	392.38	45.00	437.38
5270810152 KONG YUANHUA	950 QUINTARA ST APT 4 SAN FRANCISCO CA 94116	1520 24TH ST	24/09	139.86	45.00	184.86
5271310111 LI YANG	PO BOX 70581 RICHMOND CA 94807	2323 MARICOPA AVE	24/09	379.26	45.00	424.26
5271420126 MUJICA JUAN A MENDOZA	4711 CALLAN BLVD DALY CITY CA 94015	2548 MARICOPA AVE	24/09	700.15	45.00	745.15
5271500109 GLASSON MEGAN LEE	633 CIVIC CENTER ST RICHMOND CA 94804	2718 MARICOPA AVE	24/09	392.38	45.00	437.38
5281320183 CHARLES DANIELLE ROSE MAY	901 29TH ST RICHMOND CA 94804	901 29TH ST	24/09	320.28	45.00	365.28
5281700160 TONG LUIS	PO BOX 548 BURLINGAME CA 94011	2363 GAYNOR AVE	24/09	391.27	45.00	436.27
5282100022 KERRY MARLENE L	2810 GAYNOR AVE RICHMOND CA 94804	2810 GAYNOR AVE	24/09	294.10	45.00	339.10
5282700045 SILVEIRA IRENE O TRE	2628 GARVIN AVE RICHMOND CA 94804	2628 GARVIN AVE	24/09	383.75	45.00	428.75

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5283300076 FERNANDEZ HERCULANO	1923 16TH ST SAN PABLO CA 94806	2540 DOWNER AVE	24/09	389.05	45.00	434.05
5283300100 LOUIS BARBARA S	2558 DOWNER AVE RICHMOND CA 94804	2558 DOWNER AVE	24/09	387.38	45.00	432.38
5283400074 ESPINOZA EDUARDO & SAIDA A	2530 CLINTON AVE RICHMOND CA 94804	2530 CLINTON AVE	24/09	328.13	45.00	373.13
5283600178 TAYLOR DWIGHT THOMAS TRE	6447 ARLINGTON BLVD RICHMOND CA 94805	2323 CLINTON AVE	24/09	1,781.40	45.00	1,826.40
5290500148 ZARATE EFRAIN & CATHALINE	2607 SONOMA WAY PINOLE CA 94564	1921 ESMOND AVE	24/09	441.88	45.00	486.88
5290800209 ARGUETA SANTOS ADRIAN	1825 GAYNOR AVE RICHMOND CA 94801	1825 GAYNOR AVE	24/09	344.96	45.00	389.96
5291600038 FLORES KARINA CARMEN	1822 GAYNOR AVE RICHMOND CA 94801	1822 GAYNOR AVE	24/09	286.87	45.00	331.87
5292520086 BOLANOS PATRICIA V	1625 PENNSYLVANIA AVE RICHMOND CA 94801	1625 PENNSYLVANIA AVE	24/09	402.85	45.00	447.85
5292820098 MURILLO JOSE PAZ & ANGELINA L	643 22ND ST RICHMOND CA 94801	643 22ND ST	24/09	65.38	45.00	110.38
5300700183 ADAMS L Z	1405 RHEEM AVE RICHMOND CA 94801	1405 RHEEM AVE	24/09	392.38	45.00	437.38
5301200027 VILLAVICENCIO JOSE LUIS H	2012 RHEEM AVE RICHMOND CA 94801	2012 RHEEM AVE	24/09	392.38	45.00	437.38

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5301200092 YANG CUITING	1541 IRVING ST SAN FRANCISCO CA 94122	2126 RHEEM AVE	24/09	392.48	45.00	437.48
5301300058 BARRERA RAMIRO PINEDA	1836 RHEEM AVE RICHMOND CA 94801	1836 RHEEM AVE	24/09	392.34	45.00	437.34
5301900105 MCLEOD JACQUELYN H	1049 18TH ST RICHMOND CA 94801	1049 18TH ST	24/09	392.38	45.00	437.38
5302100309 MARTINEZ JOSE & CONCEPCION	2027 HELLINGS AVE RICHMOND CA 94801	2027 HELLINGS AVE	24/09	402.85	45.00	447.85
5340120046 HUNTER DARROLL	632 3RD ST RICHMOND CA 94801	938 7TH ST	24/09	502.34	45.00	547.34
5340210029 ACOSTA ENRIQUE & GLORIA	873 6TH ST RICHMOND CA 94801	873 6TH ST	24/09	392.38	45.00	437.38
5340310126 OSUNA MICAELA	811 LUCAS AVE RICHMOND CA 94801	811 LUCAS AVE	24/09	225.54	45.00	270.54
5340320208 PHILLIPS MARQUES M	835 10TH ST RICHMOND CA 94801	835 10TH ST	24/09	320.26	45.00	365.26
5340320216 SINGH RAJESHWAR	PO BOX 2279 DUBLIN CA 94568	841 10TH ST	24/09	423.83	45.00	468.83
5340810257 RODRIGUEZ GONZALO	743 7TH ST RICHMOND CA 94801	743 7TH ST	24/09	775.90	45.00	820.90
5342220075 FRANKLIN YVONNE D	635 2ND ST RICHMOND CA 94801	635 2ND ST	24/09	1,068.83	45.00	1,113.83

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5342220190 FELIPE EULALIA FRANCISCO	222 ARKANSAS ST VALLEJO CA 94590	650 1ST ST	24/09	61.63	45.00	106.63
5342710380 PAVLOVSKY NATALYA	123 FEY DR BURLINGAME CA 94010	219 BARRETT AVE	24/09	1,113.84	45.00	1,158.84
5342800215 THOMPSON NINA M	563 4TH ST RICHMOND CA 94801	563 4TH ST	24/09	392.35	45.00	437.35
5342910048 HERNANDEZ ELDER L	136 S 22ND ST RICHMOND CA 94804	587 5TH ST	24/09	350.07	45.00	395.07
5343120019 MENDOZA RAMON JIMENEZ	711 HAWTHORNE AVE RICHMOND CA 94801	711 HAWTHORNE AVE	24/09	392.38	45.00	437.38
5343500038 QUINTERO ANDREA TRE	1114 ROOSEVELT AVE RICHMOND CA 94801	1114 ROOSEVELT AVE	24/09	392.38	45.00	437.38
5380600162 PAYSINGER LORENE TRE	2320 ALVA AVE EL CERRITO CA 94530	335 NEVIN AVE	24/09	852.16	45.00	897.16
5381900165 PEREZ MARIA ISABEL	233 BISSELL AVE RICHMOND CA 94801	233 BISSELL AVE	24/09	326.97	45.00	371.97
5382000270 GOMEZ SERGIO E	PO BOX 1051 RICHMOND CA 94802	250 3RD ST	24/09	204.08	45.00	249.08
5383100095 WILLIAMS BESSIE	139 5TH ST RICHMOND CA 94801	139 5TH ST	24/09	360.31	45.00	405.31
5383100152 MEJIA MARIA GUADALUPE	419 CHANSLOR AVE RICHMOND CA 94801	419 CHANSLOR AVE	24/09	392.38	45.00	437.38

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5383700142 CHALOULT ROBERT	4 3RD ST RICHMOND CA 94801	4 3RD ST	24/09	1,104.13	45.00	1,149.13
5384500020 SAMANO ERENDIRA	452 B ST RICHMOND CA 94801	452 B ST	24/09	65.00	45.00	110.00
5402100258 PALOMO GERARDO S & MARTHA	130 18TH ST RICHMOND CA 94801	130 18TH ST	24/09	190.35	45.00	235.35
5402200017 SHARPER VINNIE	1700 BISSELL AVE RICHMOND CA 94801	1700 BISSELL AVE	24/09	357.47	45.00	402.47
5402500119 BOLDEN MELVIN W	139 15TH ST RICHMOND CA 94801	139 15TH ST	24/09	847.94	45.00	892.94
5402600307 VU HUNG QUOC	1445 ELM ST EL CERRITO CA 94530	159 MARINA WAY	24/09	2,137.68	45.00	2,182.68
5402700099 GARCIA ERICKA A DE LA TORRE	157 13TH ST RICHMOND CA 94801	157 13TH ST	24/09	480.67	45.00	525.67
5403800237 MERCADO MAURILLO JR	2643 APPIAN WAY STE K PINOLE CA 94564	17 19TH ST	24/09	1,732.91	45.00	1,777.91
5440210069 CUMMINGS SYLVIA A	131 S 13TH ST RICHMOND CA 94804	131 S 13TH ST	24/09	1,102.13	45.00	1,147.13
5440310083 BRADLEY LARRY	133 S 15TH ST RICHMOND CA 94804	133 S 15TH ST	24/09	389.05	45.00	434.05
5440520020 SMITH HENRIETTA TRE	145 S 20TH ST RICHMOND CA 94804	154 S 20TH ST	24/09	393.82	45.00	438.82

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5441410072 NEALS FELECIA L TRE	1005 AILEEN ST EMERYVILLE CA 94608	321 S 15TH ST	24/09	726.82	45.00	771.82
5441610119 MILES EMMA J	510 LASSEN WAY OAKLEY CA 94561	325 S 18TH ST	24/09	766.52	45.00	811.52
5441810073 PATZ THOMAS	335 S 22ND ST RICHMOND CA 94804	335 S 22ND ST	24/09	749.51	45.00	794.51
5441910055 CHAVARRIA EFRAIN	430 S 21ST ST RICHMOND CA 94804	430 S 21ST ST	24/09	390.90	45.00	435.90
5442020045 SANDOVAL FRANCISCO JULIAN	420 S 20TH ST RICHMOND CA 94804	420 S 20TH ST	24/09	340.12	45.00	385.12
5442120118 OLDEN DORIS	3318 SAN SABA DR SAN JOSE CA 95148	437 S 19TH ST	24/09	1,425.12	45.00	1,470.12
5442220207 EVANS IVORY	20885 REDWOOD RD CASTRO VALLEY CA 94546	453 S 17TH ST	24/09	1,470.80	45.00	1,515.80
5442320130 DAVENPORT MICHAEL TRE	446 MARINA WAY S RICHMOND CA 94804	440 MARINA WAY S	24/09	286.64	45.00	331.64
5442320163 AYROSO ELISA B	422 MARINA WAY S RICHMOND CA 94804	422 MARINA WAY S	24/09	389.05	45.00	434.05
5442710108 AMADOR IVY	1507 POTRERO AVE RICHMOND CA 94804	1507 POTRERO AVE	24/09	762.07	45.00	807.07
5442810049 LAW DAMIAN TRE	522 S 17TH ST RICHMOND CA 94804	522 S 17TH ST	24/09	392.38	45.00	437.38

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5443120125 BRANTLEY RICKEY & AZDA	2211 HOFFMAN BLVD RICHMOND CA 94804	2211 HOFFMAN BLVD	24/09	392.36	45.00	437.36
5443210124 KHAN SHAHZADA	3627 FITZSIMMONS CMN FREMONT CA 94538	1901 HOFFMAN BLVD	24/09	789.35	45.00	834.35
5443310114 MERCADO MAGDA	2643 APPIAN WAY STE K PINOLE CA 94564	634 S 15TH ST	24/09	1,441.48	45.00	1,486.48
5490320172 DOUNVEOR VALDA J	337 S 25TH ST RICHMOND CA 94804	337 S 25TH ST	24/09	360.31	45.00	405.31
5490410114 NEALS FELECIA L TRE	1005 AILEEN ST EMERYVILLE CA 94608	347 S 26TH ST	24/09	474.31	45.00	519.31
5490710232 LINSY NORMAN H & GERALDINE	331 AVALON CIR PITTSBURG CA 94565	457 SPRING ST	24/09	63.35	45.00	108.35
5491010046 GRAY PETER T	403 S 24TH ST RICHMOND CA 94804	403 S 24TH ST	24/09	198.58	45.00	243.58
5491010194 PROCTOR TAAMIAH S	443 S 24TH ST RICHMOND CA 94804	443 S 24TH ST	24/09	747.73	45.00	792.73
5491600135 GLASPER CHAMIA L	618 S 26TH ST RICHMOND CA 94804	618 S 26TH ST	24/09	390.00	45.00	435.00
5492020101 VALADEZ MARIA G	2912 CHAVEZ LN RICHMOND CA 94804	2912 CHAVEZ LN	24/09	381.71	45.00	426.71
5492020218 WILLIAMS AUDRA MICHELE	644 S 29TH ST RICHMOND CA 94804	644 S 29TH ST	24/09	398.09	45.00	443.09

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5492230403 636 SPRING ST LLC	711 RAMONA AVE ALBANY CA 94706	636 SPRING ST	24/09	896.69	45.00	941.69
5500610232 PEREZ MARIA ISABEL	233 BISSELL AVE RICHMOND CA 94801	100 OHIO AVE	24/09	1,187.60	45.00	1,232.60
5500810055 ALLEN WILLIE LEE	118 MAINE AVE RICHMOND CA 94804	118 MAINE AVE	24/09	778.63	45.00	823.63
5500900245 RICKERT NELLY TRE	87 VIA FLOREADO ORINDA CA 94563	135 CUTTING BLVD	24/09	2,251.44	45.00	2,296.44
5501300031 MARTINEZ NELSON ZECENA	222 OHIO AVE RICHMOND CA 94804	222 OHIO AVE	24/09	392.60	45.00	437.60
5501910037 FEDERAL NATL MORTGAGE ASSOC	PO BOX 24605 WEST PALM BEACH FL 33416	510 MAINE AVE	24/09	494.93	45.00	539.93
5502010100 RAYNER LAURA A	2693-A HOCKING WAY SAN JOSE CA 95124	252 S 5TH ST	24/09	391.36	45.00	436.36
5502110074 MENJIVAR EDWIN TRE	132 S 5TH ST RICHMOND CA 94804	132 S 5TH ST	24/09	67.06	45.00	112.06
5502420192 MARTINEZ VICTOR MANUEL	335 S 9TH ST RICHMOND CA 94804	335 S 9TH ST	24/09	32.58	45.00	77.58
5502520181 PICKETT DEBORAH	449 S 9TH ST RICHMOND CA 94804	449 S 9TH ST	24/09	33.74	45.00	78.74
5502520223 NEAL ROBERT	433 S 9TH ST RICHMOND CA 94804	433 S 9TH ST	24/09	383.75	45.00	428.75

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5503010083 FREEDOM MORTGAGE CORPORATION	10500 KINCAID DR FISHERS IN 46037	428 S 9TH ST	24/09	4,039.97	45.00	4,084.97
5503100025 JUNG EDMUND LEE TRE	PO BOX 20286 EL SOBRANTE CA 94820	924 MAINE AVE	24/09	785.24	45.00	830.24
5503320250 MARTIN TONNETTE	168 HARBOUR WAY S RICHMOND CA 94804	168 HARBOUR WAY S	24/09	742.97	45.00	787.97
5503320276 CARRINGTON FELICIA & JOHNNY	268 CANTADA WAY AMERICAN CANYON CA 94503	150 HARBOUR WAY S	24/09	682.30	45.00	727.30
5581640041 PT RICHMOND EQUITIES INC	952 SCHOOL ST NAPA CA 94559	201 W RICHMOND AVE	24/09	896.69	45.00	941.69
5605600625 ELMEDOLAN PETER BERNAS JR	70 SANDPOINT DR RICHMOND CA 94804	68 SEAGULL DR	24/09	392.38	45.00	437.38
5605601227 LABIAK ARTEMIA	9 SOUTHWIND CIR RICHMOND CA 94804	9 SOUTHWIND CIR	24/09	392.38	45.00	437.38
5606400173 ROBINSON MICHELE	1600 HOFFMAN BLVD RICHMOND CA 94804	1600 HOFFMAN BLVD	24/09	389.05	45.00	434.05
5606600566 MCCLENDON GEORGE L & PRICILLA	516 SEACLIFF PL RICHMOND CA 94801	516 SEACLIFF PL	24/09	740.28	45.00	785.28
5608301783 MARCELO KATRINA P TRE	1608 WRIGHT AVE RICHMOND CA 94804	1608 WRIGHT AVE	24/09	391.80	45.00	436.80
5611520221 ZHANG YANTING	270 EL NIDO RD PORTOLA VALLEY CA 94028	237 VERNON AVE	24/09	354.53	45.00	399.53

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5611910117 ZHANG YANTING	270 EL NIDO RD PORTOLA VALLEY CA 94028	500 ALAMO AVE	24/09	486.76	45.00	531.76
5612310242 RICO FIDEL A & MONICA B	79 CHRISTINE CT SAN PABLO CA 94806	570 ALAMO AVE	24/09	392.38	45.00	437.38
5612320209 GUERRERO ROBERTO NUNEZ	1320 KELSEY ST RICHMOND CA 94801	1320 KELSEY ST	24/09	394.68	45.00	439.68
5612520048 BOONE ONAJE T	810 GERTRUDE AVE RICHMOND CA 94801	810 GERTRUDE AVE	24/09	392.38	45.00	437.38
5612610179 MASON ZERALYN INA	814 ALAMO AVE RICHMOND CA 94801	814 ALAMO AVE	24/09	161.72	45.00	206.72
4053420032 JACKSON REGINALD & RUBY	3520 RIDGEWOOD WAY RICHMOND CA 94806	3520 RIDGEWOOD WAY	24/10	392.48	45.00	437.48
4053600138 BONDS GISELE	3221 SOUTH RIDGE DR RICHMOND CA 94806	3221 SOUTH RIDGE DR	24/10	392.48	45.00	437.48
4053600153 LEVIAS CAROLYN	3201 SOUTH RIDGE DR RICHMOND CA 94806	3201 SOUTH RIDGE DR	24/10	392.48	45.00	437.48
4053810034 FOWLER ROXANNE L	2524 HIGHGATE DR RICHMOND CA 94806	2524 HIGHGATE DR	24/10	392.48	45.00	437.48
4053810083 SCOTT DIETRA A	4 BOARDWALK PL RICHMOND CA 94806	4 BOARDWALK PL	24/10	392.48	45.00	437.48
4053810737 DELOSSANTOS DEBBIE COLOMA TRE	2416 HIGHGATE DR RICHMOND CA 94806	2416 HIGHGATE DR	24/10	59.92	45.00	104.92

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4054700523 LONG SHANNON LYN JUAN	2435 GROVEVIEW CT RICHMOND CA 94806	2435 GROVEVIEW CT	24/10	392.48	45.00	437.48
4055400255 VALDIVIA JAVIER G & SANDRA J	707 FALCON CT RICHMOND CA 94806	707 FALCON CT	24/10	392.48	45.00	437.48
4055500716 MORNING SYDNEY SUMMER	623 ROCK ROSE WAY RICHMOND CA 94806	623 ROCK ROSE WAY	24/10	743.11	45.00	788.11
4055600102 ABEBE DEREJE A	745 ROCK ROSE WAY RICHMOND CA 94806	745 ROCK ROSE WAY	24/10	418.85	45.00	463.85
4055600490 DELROSARIO FRANCIS	724 ROCK ROSE WAY RICHMOND CA 94806	724 ROCK ROSE WAY	24/10	392.48	45.00	437.48
4055800199 OBASI OBASI & SARAH	338 HAWK RIDGE DR RICHMOND CA 94806	338 HAWK RIDGE DR	24/10	418.86	45.00	463.86
4056000070 OGUAMALAM SUSSAN MMA	3312 PARK RIDGE DR RICHMOND CA 94806	3312 PARK RIDGE DR	24/10	765.37	45.00	810.37
4056600556 GILL JAMERION	5332 HASKEL CT RICHMOND CA 94806	5332 HASKEL CT	24/10	392.48	45.00	437.48
4056600572 PERRY KARL L II TRE	5208 CLEEK CT RICHMOND CA 94806	5208 CLEEK CT	24/10	410.47	45.00	455.47
4056700190 GONZALEZ FLORA IRENE	5708 OAKMONT DR RICHMOND CA 94806	5708 OAKMONT DR	24/10	392.48	45.00	437.48
4056900253 BARNES SHERRI L	2866 HILLTOP MALL RD RICHMOND CA 94806	2866 HILLTOP MALL RD	24/10	371.24	45.00	416.24

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4056900493 MARROQUIN FERNANDO YESHUA J C	1121 SUMMER LN RICHMOND CA 94806	1121 SUMMER LN	24/10	389.12	45.00	434.12
4080120332 GRAY JAVIER	709 PHANOR DR RICHMOND CA 94806	709 PHANOR DR	24/10	317.63	45.00	362.63
4080120480 KIMBLE PAMELAR F	4309 BELL WAY RICHMOND CA 94806	4309 BELL WAY	24/10	392.48	45.00	437.48
4080210109 WORKS SAMUEL & MOLENA	4408 MC GLOTHEN WAY RICHMOND CA 94806	4408 MC GLOTHEN WAY	24/10	320.34	45.00	365.34
4080230115 ALHAMBRA M M BRENDJOLAE A	717 PAYNE CT SAN PABLO CA 94806	717 PAYNE CT	24/10	318.41	45.00	363.41
4080330246 ARELLANO MARIA	616 BRADFORD DR RICHMOND CA 94806	616 BRADFORD DR	24/10	360.31	45.00	405.31
4080530118 NAVARRETE ANTONIO	523 HARRISON DR RICHMOND CA 94806	523 HARRISON DR	24/10	392.48	45.00	437.48
4082300775 FOUNTILA MELODY MARIE	215 RUBY AVE RICHMOND CA 94801	215 RUBY AVE	24/10	389.12	45.00	434.12
4092400029 CLARKE BENJAMIN H	550 AVE DELA CONSTITUCION 1207 SAN JUAN PR 901	1891 TRUMAN ST	24/10	382.60	45.00	427.60
4140310071 BLACK LEJON	2956 GROOM DR RICHMOND CA 94806	2956 GROOM DR	24/10	392.48	45.00	437.48
4140330236 THOMAS-CALDWELL ANDREA M TRE	3049 SHANE DR RICHMOND CA 94806	3049 SHANE DR	24/10	383.89	45.00	428.89

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4140520075 SPILLER HARRY	2952 MCKENZIE DR RICHMOND CA 94806	2952 MCKENZIE DR	24/10	392.48	45.00	437.48
4140610116 WILKINS SHAWN	3139 HENDERSON DR RICHMOND CA 94806	3139 HENDERSON DR	24/10	761.10	45.00	806.10
4140620081 GOMEZ-ILLAN RUBEN	3136 HENDERSON DR RICHMOND CA 94806	3136 HENDERSON DR	24/10	389.12	45.00	434.12
4140670045 MOLINA WILFREDO & ANNETTE	3114 MOYERS RD RICHMOND CA 94806	3114 MOYERS RD	24/10	360.31	45.00	405.31
4140930167 OCHOA ERNESTO O MARTINEZ	2919 MOYERS RD RICHMOND CA 94806	2919 MOYERS RD	24/10	369.50	45.00	414.50
4141420044 GREEN LOUISE TRE	2816 GONZAGA AVE RICHMOND CA 94806	2816 GONZAGA AVE	24/10	360.31	45.00	405.31
4141730152 JOHNSON REGINALD & ANDRIETTE	2817 PARKER RD RICHMOND CA 94806	2817 PARKER RD	24/10	743.35	45.00	788.35
4142330028 MCKNIGHT GREGORY L TRE	2915 WISWALL DR RICHMOND CA 94806	2915 WISWALL DR	24/10	755.16	45.00	800.16
4142330085 CMGOUGH YVONNE TRE	2817 WISWALL DR RICHMOND CA 94806	2817 WISWALL DR	24/10	392.48	45.00	437.48
4142340084 BOTEV VICTOR & AMABILIA	3018 O BRIEN RD RICHMOND CA 94806	3018 O BRIEN RD	24/10	1,144.16	45.00	1,189.16
4142810219 FOWLER DAVID	2853 OXFORD AVE RICHMOND CA 94806	2853 OXFORD AVE	24/10	392.48	45.00	437.48

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Owners Name	Billing Address	Service Address	Service Thru	RSS Charges	City Charge	Total Due
4191940057 MAXAM BLAKE E & FELICE R	6318 JERILYNN AVE RICHMOND CA 94806	6318 JERILYNN AVE	24/10	682.30	45.00	727.30
4252610342 ETTA JACOB	3100 SERENE CT RICHMOND CA 94803	3100 SERENE CT	24/10	262.44	45.00	307.44
4252620085 LOPEZ ZALINA	4232 FRAN WAY RICHMOND CA 94803	4232 FRAN WAY	24/10	413.60	45.00	458.60
4252620119 KARKI SUNDAR	3085 SUN CT RICHMOND CA 94803	3085 SUN CT	24/10	539.96	45.00	584.96
4263000079 MARINAS ANGELES F	5335 COUNTRY VIEW DR EL SOBRANTE CA 94803	941 PARKSIDE DR	24/10	392.48	45.00	437.48
4263810147 JOHNSON BOBBY R & DEBRA D	1316 CLUB LN EL SOBRANTE CA 94803	1316 CLUB LN	24/10	389.12	45.00	434.12
4311000170 LOPEZ EDWARD & MELE	4889 SANTA RITA RD RICHMOND CA 94803	4889 SANTA RITA RD	24/10	761.23	45.00	806.23
4311210035 PARHAM JESSE NATHANIEL III	2918 DE ANZA DR RICHMOND CA 94803	2918 DE ANZA DR	24/10	744.55	45.00	789.55
4311230199 PERRIER TANYA M	2938 SHELDON DR RICHMOND CA 94803	2938 SHELDON DR	24/10	200.36	45.00	245.36
4311420097 RODRIGUEZ RENE RODRIGUEZ	2743 SHELDON CT RICHMOND CA 94803	2743 SHELDON CT	24/10	393.89	45.00	438.89
4311570024 JONES EVER	3085 DESERET DR RICHMOND CA 94803	3085 DESERET DR	24/10	66.44	45.00	111.44

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4311610077 HUGHEY DANIEL W TRE	1540 SORREL CT WALNUT CREEK CA 94598	4546 SANTA RITA RD	24/10	293.89	45.00	338.89
4311930202 THAPA AMRIT	3115 KEITH DR RICHMOND CA 94803	3115 KEITH DR	24/10	60.48	45.00	105.48
4311930301 HU MING	15 MCCORMICK RD EL SOBRANTE CA 94803	3154 DESERET DR	24/10	392.48	45.00	437.48
4313410039 PHELPS JESSICA MAE	3738 PAINTED PONY RD RICHMOND CA 94803	3738 PAINTED PONY RD	24/10	394.28	45.00	439.28
4314200249 LOUD KAMIL	3796 HIDDEN SPRINGS CT RICHMOND CA 94803	3796 HIDDEN SPRINGS CT	24/10	819.64	45.00	864.64
4321220032 THOMPSON JENNIFER L	5267 BUCKBOARD WAY RICHMOND CA 94803	5267 BUCKBOARD WAY	24/10	476.71	45.00	521.71
4321510077 HARVEY CLEON JR & SHERRY A TRE	5103 CARRIAGE DR RICHMOND CA 94803	5103 CARRIAGE DR	24/10	455.53	45.00	500.53
4321510168 MELAKU DANIEL	5085 CARRIAGE DR RICHMOND CA 94803	5085 CARRIAGE DR	24/10	394.27	45.00	439.27
4321820161 SINGH BALJIT AVTARSINGH	5558 CERRO NORTE EL SOBRANTE CA 94803	5558 CERRO NORTE	24/10	360.31	45.00	405.31
4322220098 MARINAS ANGELES F TRE	5335 COUNTRY VIEW DR RICHMOND CA 94803	5335 COUNTRY VIEW DR	24/10	360.31	45.00	405.31
4334030147 SORIANO LEONARDO M JR	1620 MCGUIRE CIR SUISUN CITY CA 94585	5125 RAIN CLOUD DR	24/10	320.29	45.00	365.29

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4334030238 ALIPING EMILY & JOEL	5117 RAIN CLOUD DR RICHMOND CA 94803	5117 RAIN CLOUD DR	24/10	736.80	45.00	781.80
4334320092 KYAUK TOM	1250 FASCINATION CIR RICHMOND CA 94803	1250 FASCINATION CIR	24/10	306.20	45.00	351.20
4334910207 MARINAS ANGELES F TRE	5335 COUNTRY VIEW DR EL SOBRANTE CA 94803	5809 AMEND RD	24/10	743.12	45.00	788.12
4335100121 SULLIVAN CARL J SR	148 MITEY MITE LN RICHMOND CA 94803	148 MITEY MITE LN	24/10	743.11	45.00	788.11
4352000071 TITLE HOLDING SERVICES TRE	PO BOX 5308 BLUE JAY CA 92317	1 LOS ARBOLES	24/10	371.51	45.00	416.51
4353000161 MONTGOMERY JERRY LYNN TRE	5861 KNOBCONE CT RICHMOND CA 94803	5861 KNOBCONE CT	24/10	743.11	45.00	788.11
5000200252 SRODA KIMBERLY M	474 CARLSTON ST RICHMOND CA 94805	474 CARLSTON ST	24/10	61.72	45.00	106.72
5080200156 JACKSON LAMBERT W	5254 BAYVIEW AVE RICHMOND CA 94804	5254 BAYVIEW AVE	24/10	743.11	45.00	788.11
5080620064 HENNINGES SALVIDO	1369 MONTEREY ST RICHMOND CA 94804	1369 MONTEREY ST	24/10	407.11	45.00	452.11
5080820102 DRAYDEN MARIBETH TRE	1618 CARLETON ST BERKELEY CA 94703	1333 MARIPOSA ST	24/10	390.25	45.00	435.25
5081310228 MARIPOSA PLACE LLC	1410 MARIPOSA ST RICHMOND CA 94804	1410 MARIPOSA ST	24/10	409.52	45.00	454.52

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5090900191 SUAZO ALLAN J & SHAWN L	5712 CARLOS AVE RICHMOND CA 94804	5712 CARLOS AVE	24/10	712.82	45.00	757.82
5092000198 CHAMBERLAIN JOHN & LENA M	5327 FALLON AVE RICHMOND CA 94804	5327 FALLON AVE	24/10	372.70	45.00	417.70
5092000206 MATHIS JACK W & TERRI	5071 LYNBROOK DR FAIRFIELD CA 94534	5319 FALLON AVE	24/10	392.48	45.00	437.48
5092200111 HOPKINS MARJORINE	1111 S 55TH ST RICHMOND CA 94804	1111 S 55TH ST	24/10	743.34	45.00	788.34
5092710051 COHEN MICHAEL SCOTT	5026 CREEELY AVE RICHMOND CA 94804	5026 CREEELY AVE	24/10	362.50	45.00	407.50
5092910214 CONTRERAS MARCO	3327 WALLER AVE RICHMOND CA 94804	5126 POTRERO AVE	24/10	339.12	45.00	384.12
5093600319 PHILLIPS NIKITA M	933 S 45TH ST RICHMOND CA 94804	933 S 45TH ST	24/10	408.71	45.00	453.71
5094000030 MEJIA MARTIN C & NOHEMY	3944 POTRERO AVE RICHMOND CA 94804	3944 POTRERO AVE	24/10	736.80	45.00	781.80
5100930204 LAMBOY DARREN ANTHONY & TRINA	5219 SACRAMENTO AVE RICHMOND CA 94804	5219 SACRAMENTO AVE	24/10	815.63	45.00	860.63
5101130010 LIAN CHENYANG	6100 COLUMBIA AVE RICHMOND CA 94804	6100 COLUMBIA AVE	24/10	392.32	45.00	437.32
5101410065 COSSEN CYNTHIA K TRE	5640 HUNTINGTON AVE RICHMOND CA 94804	5640 HUNTINGTON AVE	24/10	40.89	45.00	85.89

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5130210130 SURATOS PERLA C	2647 OHIO AVE RICHMOND CA 94804	2647 OHIO AVE	24/10	392.48	45.00	437.48
5130250136 MOORE ROBERT BURNS & GWEN ANN	626 35TH ST RICHMOND CA 94805	2810 CENTER AVE	24/10	392.48	45.00	437.48
5130320046 WANG YU	PO BOX 632 EL CERRITO CA 94530	2925 CENTER AVE	24/10	392.48	45.00	437.48
5130360257 AMIE JESSE J JR & ETHEL M	2906 FLORIDA AVE RICHMOND CA 94804	2906 FLORIDA AVE	24/10	352.75	45.00	397.75
5130440174 WALKER KEVIN Y	913 BERNARDO CT PINOLE CA 94564	3601 CENTER AVE	24/10	406.30	45.00	451.30
5130510075 HERRERA MIGUEL A	3330 FLORIDA AVE RICHMOND CA 94804	3330 FLORIDA AVE	24/10	426.80	45.00	471.80
5130530057 SPRINGER JANET C	3520 WALLER AVE RICHMOND CA 94804	3520 WALLER AVE	24/10	418.88	45.00	463.88
5130530123 MARTINEZ ROSIE	251 S 37TH ST RICHMOND CA 94804	251 S 37TH ST	24/10	392.48	45.00	437.48
5130610164 WARRICK NAFEESE A	3721 WALLER AVE RICHMOND CA 94804	3721 WALLER AVE	24/10	392.34	45.00	437.34
5130910242 JACOBS SHALOCMONT S	4317 OHIO AVE RICHMOND CA 94804	4317 OHIO AVE	24/10	222.69	45.00	267.69
5131010018 CARRANZA ROGEL JONATHAN	4218 CENTER AVE RICHMOND CA 94804	4218 CENTER AVE	24/10	1,030.38	45.00	1,075.38

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5131010182 FUSTON SARAH ANN	2249 BRISTLECONE DR EL SOBRANTE CA 94803	4421 FLORIDA AVE	24/10	391.33	45.00	436.33
5131410242 SMITH DARRYL A	347 S 39TH ST RICHMOND CA 94804	347 S 39TH ST	24/10	389.12	45.00	434.12
5131520032 MILES JEWEL T TRE	430 S 36TH ST RICHMOND CA 94804	430 S 36TH ST	24/10	385.73	45.00	430.73
5131620030 DOTSON ETHEL GERALDINE EST OF	2639 KAVANAGH RD SAN PABLO CA 94806	396 SOUTH ST	24/10	392.48	45.00	437.48
5132380097 STEWART BARBARA JEANE TRE	521 S 50TH ST RICHMOND CA 94804	521 S 50TH ST	24/10	389.12	45.00	434.12
5132920207 CANNEDY KIYANNA	4527 ESCUELA CT RICHMOND CA 94804	4527 ESCUELA CT	24/10	393.82	45.00	438.82
5132930040 SMITH VIVIAN S	4522 ESCUELA CT RICHMOND CA 94804	4522 ESCUELA CT	24/10	392.48	45.00	437.48
5132930107 GATLIN RONALD L	541 S 47TH ST RICHMOND CA 94804	541 S 47TH ST	24/10	392.48	45.00	437.48
5132930172 BISTA ARJUN	4613 FALL AVE RICHMOND CA 94804	4613 FALL AVE	24/10	392.48	45.00	437.48
5133220086 WALKER MALIK	4521 WALL AVE RICHMOND CA 94804	4521 WALL AVE	24/10	736.80	45.00	781.80
5133840305 SIUTHANI MIM BAHADUR & NURMAYA	4526 WALL AVE RICHMOND CA 94804	4526 WALL AVE	24/10	144.42	45.00	189.42

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5133850056 HIGGS-JONES KAREN L	PO BOX 722 EL CERRITO CA 94530	4601 OVEREND AVE	24/10	393.89	45.00	438.89
5133850296 SHARIFF YUSEF	4465 OVEREND AVE RICHMOND CA 94804	4465 OVEREND AVE	24/10	389.12	45.00	434.12
5134020162 BEAN WILLIE & LURINZA	4155 BELL AVE RICHMOND CA 94804	4155 BELL AVE	24/10	395.14	45.00	440.14
5134030088 HIDALGO JUAN & OTILIA	4441 POTRERO AVE RICHMOND CA 94804	4441 POTRERO AVE	24/10	480.49	45.00	525.49
5140700161 VILLAMIL JOSUE	326 20TH ST RICHMOND CA 94801	326 20TH ST	24/10	392.48	45.00	437.48
5141100130 OKDIE SARAH	421 22ND ST RICHMOND CA 94801	421 22ND ST	24/10	784.92	45.00	829.92
5141100189 ESTRADA ISABEL L	753 23RD ST RICHMOND CA 94804	2111 NEVIN AVE	24/10	392.48	45.00	437.48
5141200104 WHITLEY SYLVIA	429 21ST ST RICHMOND CA 94801	429 21ST ST	24/10	748.46	45.00	793.46
5141300110 ANTOLIN FRANCISCO & MIRNA	425 20TH ST RICHMOND CA 94801	425 20TH ST	24/10	392.24	45.00	437.24
5141700087 JONES MARY L	553 18TH ST RICHMOND CA 94801	553 18TH ST	24/10	357.17	45.00	402.17
5142400091 JOHNSON MILLER	617 22ND ST RICHMOND CA 94801	617 22ND ST	24/10	392.48	45.00	437.48

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5150200151 CASTRO MARISELA	2383 ROOSEVELT AVE RICHMOND CA 94804	2383 ROOSEVELT AVE	24/10	221.98	45.00	266.98
5150400041 GLASSON MEGAN L	310 8TH ST STE 300 OAKLAND CA 94607	633 CIVIC CENTER ST	24/10	392.48	45.00	437.48
5150600038 THOI HA T	641 27TH ST RICHMOND CA 94804	641 27TH ST	24/10	389.12	45.00	434.12
5151000105 BROWN ANTHONY E & VIKKI ANN	2821 ROOSEVELT AVE RICHMOND CA 94804	2821 ROOSEVELT AVE	24/10	389.12	45.00	434.12
5151300067 SMITH DEBORAH Y	521 27TH ST RICHMOND CA 94804	521 27TH ST	24/10	728.96	45.00	773.96
5154000011 TEASLEY CHERYL LYNN	74 GROVE ST RICHMOND CA 94804	74 GROVE ST	24/10	389.40	45.00	434.40
5160300157 OROZCO JOEL	3101 BARRETT AVE RICHMOND CA 94804	3101 BARRETT AVE	24/10	459.11	45.00	504.11
5160600143 JAYAGODA SANATH & ACHALA	558 34TH ST RICHMOND CA 94805	558 34TH ST	24/10	392.48	45.00	437.48
5162100183 CHEUNG EUGENIA TRE	13700 SAN PABLO AVE APT 1305 SAN PABLO CA 94806	3525 BISSELL AVE	24/10	392.48	45.00	437.48
5170400062 ZHOU ZUOCHANG	529 41ST ST RICHMOND CA 94805	529 41ST ST	24/10	389.12	45.00	434.12
5170700073 RODRIGUEZ BRENDA ANN	519 44TH ST RICHMOND CA 94805	519 44TH ST	24/10	698.65	45.00	743.65

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5170700156 COULTIERPEEBLES JACQUELINE	536 43RD ST RICHMOND CA 94805	536 43RD ST	24/10	409.67	45.00	454.67
5171800047 SIMON-HICKS CAROL DEAN	439 39TH ST RICHMOND CA 94805	439 39TH ST	24/10	743.11	45.00	788.11
5180800079 SADOUSKY COLLEEN L	673 40TH ST RICHMOND CA 94805	673 40TH ST	24/10	392.78	45.00	437.78
5182500065 HAYHURST MICHAEL	633 32ND ST RICHMOND CA 94804	633 32ND ST	24/10	314.35	45.00	359.35
5182900026 YANG CUITING	1541 IRVING ST #A SAN FRANCISCO CA 94122	647 36TH ST	24/10	380.48	45.00	425.48
5182900067 KING BRENNAN C	633 36TH ST RICHMOND CA 94805	633 36TH ST	24/10	34.28	45.00	79.28
5183100089 DISTEFANO VINCENT A	625 38TH ST RICHMOND CA 94805	625 38TH ST	24/10	392.48	45.00	437.48
5190400134 KATES DANIEL & TRUZELLA	652 VENTURA ST RICHMOND CA 94805	652 VENTURA ST	24/10	743.11	45.00	788.11
5192310208 WILLIAMS SHARON TRE	3203 CLINTON AVE RICHMOND CA 94804	460 DIMM ST	24/10	784.92	45.00	829.92
5192710274 RUBALCABA MARY ANN	464 KEY BLVD RICHMOND CA 94805	464 KEY BLVD	24/10	441.12	45.00	486.12
5201210118 WASHINGTON AUDREY	1195 HWY 213 COVINGTON GA 30014	692 YUBA ST	24/10	742.86	45.00	787.86

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5201600029 VAZQUEZ SALVADOR B TRE	2989 24TH ST SAN FRANCISCO CA 94110	634 YUBA ST	24/10	352.75	45.00	397.75
5230430067 CARDENAS BRENDA L	789 VENTURA ST RICHMOND CA 94805	789 VENTURA ST	24/10	392.48	45.00	437.48
5230940040 MAAT	961 SONOMA ST RICHMOND CA 94805	961 SONOMA ST	24/10	229.14	45.00	274.14
5240100171 OGBEIDE FESTUS	904 WILSON AVE RICHMOND CA 94805	904 WILSON AVE	24/10	408.84	45.00	453.84
5240300110 CRUZ TRINIDAD J & MARIA E	943 37TH ST RICHMOND CA 94805	943 37TH ST	24/10	317.63	45.00	362.63
5240400159 DECUIR DAVID & CONNIE	919 36TH ST RICHMOND CA 94805	919 36TH ST	24/10	274.27	45.00	319.27
5240400191 WILLIAM CAYLOR M	PO BOX 5511 RICHMOND CA 94805	3501 ESMOND AVE	24/10	570.08	45.00	615.08
5240400241 CAPUS MARCIA	948 35TH ST RICHMOND CA 94805	948 35TH ST	24/10	320.34	45.00	365.34
5240600063 TATUM JASON	3953 VALE AVE OAKLAND CA 94619	971 34TH ST	24/10	390.01	45.00	435.01
5241000073 PRATT LARRY R	967 30TH ST RICHMOND CA 94804	967 30TH ST	24/10	430.54	45.00	475.54
5242800174 STEPHENSON SANDRA WATTS	720 33RD ST RICHMOND CA 94804	720 33RD ST	24/10	307.30	45.00	352.30

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5242900172 ADAMS JOHN DAVID JR	740 32ND ST RICHMOND CA 94804	740 32ND ST	24/10	389.12	45.00	434.12
5242900255 CHOI WAI KIN	767 33RD ST RICHMOND CA 94804	767 33RD ST	24/10	392.69	45.00	437.69
5260110076 SPRY ALEXANDER B	3425 TULARE AVE RICHMOND CA 94804	3425 TULARE AVE	24/10	385.25	45.00	430.25
5260200018 LARA MANUEL	3400 MARICOPA AVE RICHMOND CA 94804	3400 MARICOPA AVE	24/10	408.84	45.00	453.84
5261200223 MORALES JESUS & BERTHA	3221 HUMPHREY AVE RICHMOND CA 94804	3221 HUMPHREY AVE	24/10	393.34	45.00	438.34
5261600125 WILLIS SARAH C TRE	5100 CLAYTON RD STE B1 #100 CONCORD CA 94521	3215 TULARE AVE	24/10	392.48	45.00	437.48
5262600017 SULLIVAN KATHLEEN	2900 ANDRADE AVE RICHMOND CA 94804	2900 ANDRADE AVE	24/10	409.93	45.00	454.93
5263000142 DIMAS ARMANDO	2879 MARICOPA AVE RICHMOND CA 94804	2879 MARICOPA AVE	24/10	392.48	45.00	437.48
5270210114 CHACON EDUARDO R	2316 PINE AVE SAN PABLO CA 94806	2316 PINE AVE	24/10	190.01	45.00	235.01
5270420150 CUEVAS PATRICIA	1609 24TH ST RICHMOND CA 94806	1609 24TH ST	24/10	386.11	45.00	431.11
5270920159 PENADO JOSE FRANCISCO TRE	1715 PENNSYLVANIA AVE RICHMOND CA 94801	2504 PINE AVE	24/10	742.97	45.00	787.97

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5271120080 PONCE MARIO	2522 EMERIC AVE RICHMOND CA 94806	2522 EMERIC AVE	24/10	311.69	45.00	356.69
5271420043 RIVERS TRINIDAD	2428 MARICOPA AVE RICHMOND CA 94804	2428 MARICOPA AVE	24/10	392.48	45.00	437.48
5271500018 COLLI YOLANDA	2600 MARICOPA AVE RICHMOND CA 94804	2600 MARICOPA AVE	24/10	882.06	45.00	927.06
5271900093 ROSAS BERNARDO & CONCEPCION	154 DAISY CT HERCULES CA 94547	2342 LOWELL AVE	24/10	1,358.38	45.00	1,403.38
5280500025 NAVARRO FRANCISCO	2810 ANDRADE AVE RICHMOND CA 94804	2810 ANDRADE AVE	24/10	392.65	45.00	437.65
5280600106 LOK AN AN CONNIE	2728 ANDRADE AVE RICHMOND CA 94804	2728 ANDRADE AVE	24/10	321.62	45.00	366.62
5281200203 PCL PROPERTIES 1 LP	3550 ROUND BARN BLVD STE 104 SANTA ROSA CA 95403	2835 LINCOLN AVE	24/10	389.12	45.00	434.12
5281320084 GLOVER JEANIE M EST OF	2839 ESMOND AVE RICHMOND CA 94804	2839 ESMOND AVE	24/10	389.12	45.00	434.12
5281320167 CORDERO CATHERINE P	915 29TH ST RICHMOND CA 94804	915 29TH ST	24/10	392.48	45.00	437.48
5281510098 VALLES ARTHUR A	2520 LINCOLN AVE RICHMOND CA 94804	2520 LINCOLN AVE	24/10	380.68	45.00	425.68
5281610039 ZUNIGA JAVIER MARIO LEON	2330 LINCOLN AVE RICHMOND CA 94804	2330 LINCOLN AVE	24/10	434.82	45.00	479.82

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5281900224 PARRA RAMON & HILDA	2707 GAYNOR AVE RICHMOND CA 94804	2707 GAYNOR AVE	24/10	392.46	45.00	437.46
5282900041 WINSTON LOUISE	2828 DOWNER AVE RICHMOND CA 94804	2828 DOWNER AVE	24/10	392.11	45.00	437.11
5282900090 WHITEHEAD HEATHER R	2914 DOWNER AVE RICHMOND CA 94804	2914 DOWNER AVE	24/10	389.12	45.00	434.12
5283000064 GUARDADO JUAN	2836 CLINTON AVE RICHMOND CA 94804	2836 CLINTON AVE	24/10	383.71	45.00	428.71
5283200110 THOMPSON GEORGIA & TIMOTHY III	2714 DOWNER AVE RICHMOND CA 94804	2714 DOWNER AVE	24/10	364.45	45.00	409.45
5283300266 ALICI NURDAN	2517 CLINTON AVE RICHMOND CA 94804	2517 CLINTON AVE	24/10	39.12	45.00	84.12
5283300282 MORA SANTIAGO	710 25TH ST RICHMOND CA 94804	710 25TH ST	24/10	409.92	45.00	454.92
5283300332 SIMAN-VENTERS RENATE TRE	2559 CLINTON AVE RICHMOND CA 94804	2559 CLINTON AVE	24/10	361.87	45.00	406.87
5290200061 G & G ASSOCIATES LLC	PO BOX 5101 HERCULES CA 94547	1336 LINCOLN AVE	24/10	240.50	45.00	285.50
5291000189 NAJAR SALVADOR & VERONICA	1513 GAYNOR AVE RICHMOND CA 94801	1513 GAYNOR AVE	24/10	757.34	45.00	802.34
5291100062 NEALS FELECIA L TRE	1005 AILEEN ST EMERYVILLE CA 94608	1328 ESMOND AVE	24/10	392.00	45.00	437.00

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5291300308 ADKINS GLORIA	1423 GARVIN AVE RICHMOND CA 94801	1423 GARVIN AVE	24/10	394.27	45.00	439.27
5291300316 WRIGHT ALBERTA	1346 GAYNOR AVE RICHMOND CA 94801	1346 GAYNOR AVE	24/10	383.86	45.00	428.86
5291500121 OCHOA RAUL	1771 GARVIN AVE RICHMOND CA 94801	1771 GARVIN AVE	24/10	425.35	45.00	470.35
5291700267 PLATERO REINA E	2105 GARVIN AVE RICHMOND CA 94801	2105 GARVIN AVE	24/10	383.87	45.00	428.87
5291800091 ESTRADA ISABEL LANZAS	753 23RD ST RICHMOND CA 94804	753 23RD ST	24/10	392.48	45.00	437.48
5292300208 BURBECK LIVING LLC	6 W GABILAN ST STE 20 SALINAS CA 93901	1317 BURBECK AVE	24/10	2,493.95	45.00	2,538.95
5292620258 ABRAM DIANA LYNNE TRE	1701 PENNSYLVANIA AVE RICHMOND CA 94801	1701 PENNSYLVANIA AVE	24/10	392.48	45.00	437.48
5292810198 ALBOM ADVENTURES LLC	PO BOX 4471 VALLEJO CA 94590	700 20TH ST	24/10	1,063.39	45.00	1,108.39
5300800132 HEREDIA HECTOR P & ROSAURA	1511 RHEEM AVE RICHMOND CA 94801	1511 RHEEM AVE	24/10	392.48	45.00	437.48
5301100110 GONZALEZ SALVADOR	2132 COSTA AVE RICHMOND CA 94806	2132 COSTA AVE	24/10	752.65	45.00	797.65
5301100268 MOORE SHANESHA	2035 RHEEM AVE RICHMOND CA 94801	2035 RHEEM AVE	24/10	743.11	45.00	788.11

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5301600135 PONCE JESUS & LOURDES	1409 DUNN AVE RICHMOND CA 94801	1409 DUNN AVE	24/10	409.73	45.00	454.73
5301600143 OSHEA OBDULIA	1401 DUNN AVE RICHMOND CA 94801	1401 DUNN AVE	24/10	392.48	45.00	437.48
5302100382 HERNANDEZ JAVIER	2212 DUNN AVE RICHMOND CA 94801	2212 DUNN AVE	24/10	784.45	45.00	829.45
5302500136 MARTINEZ JOSE ANGEL & MARIA M	1611 COALINGA AVE RICHMOND CA 94801	1611 COALINGA AVE	24/10	389.12	45.00	434.12
5302500193 VARGAS JUAN & MARIA R	1513 COALINGA AVE RICHMOND CA 94801	1513 COALINGA AVE	24/10	411.72	45.00	456.72
5303400252 WASHINGTON TERRUS	2021 LINCOLN AVE RICHMOND CA 94801	2021 LINCOLN AVE	24/10	392.48	45.00	437.48
5340230035 FULCHER RAMONDA L	860 7TH ST RICHMOND CA 94801	860 7TH ST	24/10	389.12	45.00	434.12
5340240034 CAMARENA JUAN L	827 6TH ST RICHMOND CA 94801	827 6TH ST	24/10	379.93	45.00	424.93
5340520062 XENOSYS LLC	850 JAMESTOWN AVE SAN FRANCISCO CA 94124	1109 PENNSYLVANIA AVE	24/10	389.12	45.00	434.12
5340630192 CRUZ ARTURO	738 9TH ST RICHMOND CA 94801	738 9TH ST	24/10	127.68	45.00	172.68
5340710242 MCCOY JOSEPH	731 9TH ST RICHMOND CA 94801	731 9TH ST	24/10	392.48	45.00	437.48

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5340720282 ROWEN TIMOTHY WILLIAM	766 7TH ST RICHMOND CA 94801	766 7TH ST	24/10	392.48	45.00	437.48
5340720316 BRATTON-SCOTT JOYCE	782 7TH ST RICHMOND CA 94801	782 7TH ST	24/10	408.84	45.00	453.84
5340810059 MONTES IRIS B	774 6TH ST RICHMOND CA 94801	774 6TH ST	24/10	394.75	45.00	439.75
5340820306 SANCHEZ EFREN A	763 6TH ST RICHMOND CA 94801	763 6TH ST	24/10	383.28	45.00	428.28
5341020013 PAVLOVSKY ALEX	3220 BLUME DR STE 281 SAN PABLO CA 94806	676 2ND ST	24/10	2,909.42	45.00	2,954.42
5341110079 BROWN OLLICE & ESTHER	320 PENNSYLVANIA AVE RICHMOND CA 94801	320 PENNSYLVANIA AVE	24/10	360.31	45.00	405.31
5341130051 GERAN SUSAN B	428 PENNSYLVANIA AVE RICHMOND CA 94801	428 PENNSYLVANIA AVE	24/10	392.48	45.00	437.48
5341210127 RUSSELL BEVERLY DENISE	571 8TH ST RICHMOND CA 94801	530 PENNSYLVANIA AVE	24/10	393.37	45.00	438.37
5341320025 KING NYISHA	189 COVENTRY WAY VALLEJO CA 94591	680 8TH ST	24/10	382.70	45.00	427.70
5341510070 MEJIA GONZALO ANTONIO & TERESA	1120 PENNSYLVANIA AVE RICHMOND CA 94801	1120 PENNSYLVANIA AVE	24/10	426.19	45.00	471.19
5341810199 PEREZ NOE A	648 9TH ST RICHMOND CA 94801	648 9TH ST	24/10	389.12	45.00	434.12

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5342010153 JUAREZ JAIME E	527 RIPLEY AVE RICHMOND CA 94801	527 RIPLEY AVE	24/10	383.74	45.00	428.74
5342120234 ALDANA JAIRO	2014 SOUTHWOOD DR SAN PABLO CA 94806	656 3RD ST	24/10	389.12	45.00	434.12
5342210316 MCCRAY ANGELA	656 2ND ST RICHMOND CA 94801	656 2ND ST	24/10	392.48	45.00	437.48
5342220109 HERNANDEZ RAMON & MARIA	605 2ND ST RICHMOND CA 94801	605 2ND ST	24/10	754.25	45.00	799.25
5342220307 SONTAY JUAN	625 2ND ST RICHMOND CA 94801	625 2ND ST	24/10	389.12	45.00	434.12
5342710141 HENDRIX TERRY V	564 2ND ST RICHMOND CA 94801	564 2ND ST	24/10	65.32	45.00	110.32
5342710315 KAUR BEERA	5679 SUNSET CREEK CT PLEASANTON CA 94566	545 3RD ST	24/10	392.48	45.00	437.48
5342910188 OROZCO GUILLERMO JIMENEZ TRE	521 5TH ST RICHMOND CA 94801	521 5TH ST	24/10	343.15	45.00	388.15
5343020144 ESQUIVEL BINDA E CANO	2790 MISSION ST SAN FRANCISCO CA 94110	578 5TH ST	24/10	1,048.55	45.00	1,093.55
5343140298 LCRT HOLDINGS LLC	275 ELSIE DR DANVILLE CA 94526	578 6TH ST	24/10	389.12	45.00	434.12
5380220193 DOBALES AURELIA	417 C ST RICHMOND CA 94801	417 C ST	24/10	383.92	45.00	428.92

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5380500362 JOUBERT PIERE	434 2ND ST RICHMOND CA 94801	434 2ND ST	24/10	392.48	45.00	437.48
5380800291 CHEN LI FANG	18971 SYDNEY CIR CASTRO VALLEY CA 94546	505 NEVIN AVE	24/10	392.53	45.00	437.53
5380800341 BORJA LEO & ANA	465 6TH ST RICHMOND CA 94801	465 6TH ST	24/10	393.08	45.00	438.08
5381610202 CLARKE BENJAMIN H	550 AVE DELA CONSTITUCION 1207 SAN JUAN PR 901	331 3RD ST	24/10	389.12	45.00	434.12
5381810331 CAJUM NIDIA MAGALY	260 1ST ST RICHMOND CA 94801	260 1ST ST	24/10	937.33	45.00	982.33
5382200177 LOPEZ ABIGAIL & ROSALBA	501 BISSELL AVE RICHMOND CA 94801	501 BISSELL AVE	24/10	272.83	45.00	317.83
5383000014 BARDELL LAURIE	952 CARLSON BLVD RICHMOND CA 94804	168 5TH ST	24/10	392.71	45.00	437.71
5383300232 PEREZ ADRIAN	1833 LYNWOOD DR CONCORD CA 94519	126 2ND ST	24/10	761.16	45.00	806.16
5383410171 LEMOINE JOHN MAURICE	119 2ND ST RICHMOND CA 94801	119 2ND ST	24/10	394.27	45.00	439.27
5383500062 PAYSINGER LORENE TRE	2320 ALVA AVE EL CERRITO CA 94530	30 1ST ST	24/10	1,096.28	45.00	1,141.28
5384100037 MERCADO MAURILIO JR	2643 APPIAN WAY STE K PINOLE CA 94564	10 7TH ST	24/10	561.58	45.00	606.58

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5402400120 ADEN MARY	141 16TH ST RICHMOND CA 94801	141 16TH ST	24/10	147.34	45.00	192.34
5403000051 PB&J INVESTMENTS LLC	180 GROBRIC CT FAIRFIELD CA 94534	43 11TH ST	24/10	778.26	45.00	823.26
5403200016 MCKENZIE MICHAEL	1204 CHANSLOR AVE RICHMOND CA 94801	1204 CHANSLOR AVE	24/10	317.63	45.00	362.63
5403900045 HUERTA MARCO A	1914 CHANSLOR AVE RICHMOND CA 94801	1914 CHANSLOR AVE	24/10	392.48	45.00	437.48
5404800293 JOHNSON CHRISTOPHER	346 VILLAGE LN RICHMOND CA 94801	346 VILLAGE LN	24/10	369.83	45.00	414.83
5440310091 ALLEN LOUIS SR	139 S 15TH ST RICHMOND CA 94804	139 S 15TH ST	24/10	392.48	45.00	437.48
5440320041 JIMENEZ ANTONIO & LETICIA	117 S 16TH ST RICHMOND CA 94804	117 S 16TH ST	24/10	320.34	45.00	365.34
5440410040 MCRAE LUTHER ARAMIS	138 S 17TH ST RICHMOND CA 94804	138 S 17TH ST	24/10	360.31	45.00	405.31
5440410123 ROCKETT GAYBRIEL	109 S 18TH ST RICHMOND CA 94804	109 S 18TH ST	24/10	89.12	45.00	134.12
5440510138 SMITH HENRIETTA TRE	145 S 20TH ST RICHMOND CA 94804	145 S 20TH ST	24/10	743.30	45.00	788.30
5441500104 PAYSINGER LORENE TRE	2320 ALVA AVE EL CERRITO CA 94530	359 S 17TH ST	24/10	360.31	45.00	405.31

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5441500138 ULUTU SAVALI SUNIA	1603 VIRGINIA AVE RICHMOND CA 94804	1603 VIRGINIA AVE	24/10	392.48	45.00	437.48
5441710042 JUSTIN LINDA	332 S 19TH ST RICHMOND CA 94804	332 S 19TH ST	24/10	37.71	45.00	82.71
5441910204 HARGROVE ROY C	2123 CUTTING BLVD RICHMOND CA 94804	2123 CUTTING BLVD	24/10	360.31	45.00	405.31
5442010103 VILLALOBOS RAMIRO RODRIGUEZ	437 S 20TH ST RICHMOND CA 94804	437 S 20TH ST	24/10	62.25	45.00	107.25
5442020201 WILLIAMS OLLIE MAE EST OF	4300 STEVENS CREEK BLVD STE 27 SAN JOSE CA 95129	2009 CUTTING BLVD	24/10	381.64	45.00	426.64
5442120134 LENA BILAL ZAGHLOUL TRUST	1825 CUTTING BLVD RICHMOND CA 94804	1825 CUTTING BLVD	24/10	533.95	45.00	578.95
5442210109 ALVARADO FRANCISCO JAVIER	437 S 16TH ST RICHMOND CA 94804	437 S 16TH ST	24/10	392.48	45.00	437.48
5442820121 NASIR SHAREEF	1563 SOLANO AVE #495 BERKELEY CA 94707	523 S 19TH ST	24/10	65.37	45.00	110.37
5442920194 ACHARYA SUNITA RIMAL	505 S 21ST ST RICHMOND CA 94804	505 S 21ST ST	24/10	268.51	45.00	313.51
5443010185 PATINO JESUS	2128 CUTTING BLVD RICHMOND CA 94804	2128 CUTTING BLVD	24/10	392.11	45.00	437.11
5443020093 MARTINEZ ROBERTO	528 S 22ND ST RICHMOND CA 94804	528 S 22ND ST	24/10	455.64	45.00	500.64

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5443120133 PICKETT VERNA L	2044 MOKELUMNE DR ANTIOCH CA 94531	660 S 22ND ST	24/10	1,104.38	45.00	1,149.38
5443210090 DOUGLAS NICOLE V	657 S 20TH ST RICHMOND CA 94804	657 S 20TH ST	24/10	159.86	45.00	204.86
5443220214 GABRIEL GERALDINE	608 S 20TH ST RICHMOND CA 94804	POTRERO AVE	24/10	2,233.93	45.00	2,278.93
5443320097 WINROW MAELENE	1831 HOFFMAN BLVD RICHMOND CA 94804	1831 HOFFMAN BLVD	24/10	408.82	45.00	453.82
5490310066 HARPER ANITRA	338 S 23RD ST RICHMOND CA 94804	338 S 23RD ST	24/10	392.48	45.00	437.48
5490610010 GRIFFITH JOANNA L	442 SPRING ST RICHMOND CA 94804	442 SPRING ST	24/10	392.48	45.00	437.48
5490620068 KIMMONS PEARL	428 S 29TH ST RICHMOND CA 94804	428 S 29TH ST	24/10	792.89	45.00	837.89
5490810081 YOUNG EMMA	437 S 28TH ST RICHMOND CA 94804	437 S 28TH ST	24/10	784.93	45.00	829.93
5490810099 SPEARMAN RENEE	443 S 28TH ST RICHMOND CA 94804	443 S 28TH ST	24/10	373.54	45.00	418.54
5490810164 CREER TRACY	436 S 27TH ST RICHMOND CA 94804	436 S 27TH ST	24/10	390.01	45.00	435.01
5492020291 AUSTIN TAMARA	2932 BONDS LN RICHMOND CA 94804	2932 BONDS LN	24/10	389.12	45.00	434.12

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5492020408 BENITEZ NOEL A	2921 BONDS LN RICHMOND CA 94804	2921 BONDS LN	24/10	392.48	45.00	437.48
5492030175 ZARATE VERONICA	621 S 31ST ST RICHMOND CA 94804	621 S 31ST ST	24/10	392.46	45.00	437.46
5500620033 PEREZ FLORENCIO JR	151 S 1ST ST RICHMOND CA 94804	151 S 1ST ST	24/10	401.00	45.00	446.00
5501200272 ZHANG YANTING	270 EL NIDO RD PORTOLA VALLEY CA 94028	222 FLORIDA AVE	24/10	422.11	45.00	467.11
5501420086 PAVLOVSKY ALEX	2643 APPIAN WAY STE K PINOLE CA 94564	144 S 4TH ST	24/10	436.85	45.00	481.85
5501520018 JONES W MARCEL JR	434 FLORIDA AVE RICHMOND CA 94804	434 FLORIDA AVE	24/10	345.11	45.00	390.11
5501610058 TAYLOR DOROTHY EST OF	18 ORINDA WAY ORINDA CA 94563	300 S 3RD ST	24/10	760.28	45.00	805.28
5501610231 MERCADO MAURILIO	2643 APPIAN WAY STE K PINOLE CA 94564	327 S 4TH ST	24/10	1,781.40	45.00	1,826.40
5501620016 CHATMAN RAYMOND JR	307 S 5TH ST RICHMOND CA 94804	307 S 5TH ST	24/10	392.48	45.00	437.48
5502020117 VESCE JOSEPH	PO BOX 471983 SAN FRANCISCO CA 94147	621 MAINE AVE	24/10	347.81	45.00	392.81
5502110264 BELTRAN ALMA	519 FLORIDA AVE RICHMOND CA 94804	519 FLORIDA AVE	24/10	381.53	45.00	426.53

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5502410060 CONN NATHANIEL & SHEILA A	316 S 7TH ST RICHMOND CA 94804	316 S 7TH ST	24/10	743.11	45.00	788.11
5503310012 SURVINE HERMAN	PO BOX 6891 BERKELEY CA 94706	101 HARBOUR WAY S	24/10	3,867.29	45.00	3,912.29
5503320292 LENOIR SIMUEL G	134 HARBOUR WAY S RICHMOND CA 94804	134 HARBOUR WAY S	24/10	392.48	45.00	437.48
5584000045 PIERCE DOUGLAS A TRE	512 TEWKSBURY AVE RICHMOND CA 94801	512 TEWKSBURY AVE	24/10	389.12	45.00	434.12
5606400017 MCMILLER ROSALIND	2004 HOFFMAN BLVD RICHMOND CA 94804	2004 HOFFMAN BLVD	24/10	739.26	45.00	784.26
5607900577 OMOREGIE OROBOSA N	704 JETTY DR RICHMOND CA 94804	704 JETTY DR	24/10	389.12	45.00	434.12
5608300116 ZHOU AILIN	826 SEAWIND DR RICHMOND CA 94804	826 SEAWIND DR	24/10	738.64	45.00	783.64
5608300579 CORDOVA JACOB & LAIA	853 ESTUARY ST RICHMOND CA 94804	853 ESTUARY ST	24/10	60.31	45.00	105.31
5608301965 ANANTHAKRISHNAN DEEPA	1620 SEAWIND DR RICHMOND CA 94804	1620 SEAWIND DR	24/10	294.10	45.00	339.10
5608400353 DOUGLAS CAROLYN J	8 ISLAND VIEW DR RICHMOND CA 94801	8 ISLAND VIEW DR	24/10	53.16	45.00	98.16
5611810259 ESCOBAR MORENA	417 GERTRUDE AVE RICHMOND CA 94801	417 GERTRUDE AVE	24/10	392.44	45.00	437.44

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5611920249 RUIZ ROSENDA C SOLANO	405 SANFORD AVE RICHMOND CA 94801	405 SANFORD AVE	24/10	396.12	45.00	441.12
5611920348 ALVARADO ALEX H	435 SANFORD AVE RICHMOND CA 94801	435 SANFORD AVE	24/10	380.23	45.00	425.23
5612010024 MEJIA MARLENE ORELLANA	405 SANFORD AVE RICHMOND CA 94801	324 SANFORD AVE	24/10	418.88	45.00	463.88
5612120112 MARTINEZ CHRISTIAN VERA	2885 16TH ST SAN PABLO CA 94806	510 WILLARD AVE	24/10	64.78	45.00	109.78
5612310093 VALLE GERMAN ROLANDO HERNANDEZ	1351 CHERRY ST RICHMOND CA 94801	1351 CHERRY ST	24/10	335.45	45.00	380.45
5612320142 LOPEZ FRANCISCO J & CRISTIAN	579 SANFORD AVE RICHMOND CA 94801	579 SANFORD AVE	24/10	408.38	45.00	453.38
5612520121 HERNANDEZ JAMES	2233 CYPRESS AVE SAN PABLO CA 94806	813 ALAMO AVE	24/10	743.22	45.00	788.22
5612520287 MUTUKU ELIJAH	829 9TH ST RICHMOND CA 94801	831 ALAMO AVE	24/10	46.82	45.00	91.82
5612610039 POWELL SHIRLEY	800 ALAMO AVE RICHMOND CA 94801	800 ALAMO AVE	24/10	760.28	45.00	805.28
4053600575 TAYLOR MALIKAH C	2698 LONGVIEW DR RICHMOND CA 94806	2698 LONGVIEW DR	24/11	394.22	45.00	439.22
4053810349 CHEN ERIC B	2220 HIGHGATE DR RICHMOND CA 94806	2220 HIGHGATE DR	24/11	390.35	45.00	435.35

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4053810760 TEJADA CARLOS A	2346 HIGHGATE DR RICHMOND CA 94806	2346 HIGHGATE DR	24/11	392.76	45.00	437.76
4054700242 MARTIN ERIC WESLEY	2427 BRANCHWOOD CT RICHMOND CA 94806	2427 BRANCHWOOD CT	24/11	164.69	45.00	209.69
4054700473 CHEUNG MUAN CHOY	2445 GROVEVIEW CT RICHMOND CA 94806	2445 GROVEVIEW CT	24/11	392.56	45.00	437.56
4055700365 DEERING JAHCOREE	1204 COSMOS CT RICHMOND CA 94806	1204 COSMOS CT	24/11	471.00	45.00	516.00
4056400411 GASTILE MYRON	846 MEADOW VIEW DR RICHMOND CA 94806	846 MEADOW VIEW DR	24/11	191.03	45.00	236.03
4056500517 SAGUM ELIZABETH M	1164 BONNEVILLE CT RICHMOND CA 94806	1164 BONNEVILLE CT	24/11	389.20	45.00	434.20
4056600432 BENOIT SCHIRRELL ANN	5345 EAGLE CT RICHMOND CA 94806	5345 EAGLE CT	24/11	392.56	45.00	437.56
4056600986 WINTZ MARVA	5133 MULLIGAN CT RICHMOND CA 94806	5133 MULLIGAN CT	24/11	336.46	45.00	381.46
4080330014 JACOBS KIM	4113 MC GLOTHEN WAY RICHMOND CA 94806	4113 MC GLOTHEN WAY	24/11	389.20	45.00	434.20
4080330154 SINGLETON MICHELLE	617 GRIFFIN DR RICHMOND CA 94806	617 GRIFFIN DR	24/11	392.56	45.00	437.56
4080340088 DOTSON MARY LEE EST OF	620 LAKEVILLE CIR PETALUMA CA 94954	4113 JENKINS WAY	24/11	392.52	45.00	437.52

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4080430020 HALES SYLVANIA	PO BOX 6884 SAN PABLO CA 94806	3916 JENKINS WAY	24/11	392.56	45.00	437.56
4080520119 RUBIN ZANA	609 WILLIAMS DR RICHMOND CA 94806	609 WILLIAMS DR	24/11	844.21	45.00	889.21
4080530258 BUSTOS RODRIGO & MARTHA	616 WILLIAMS DR RICHMOND CA 94806	616 WILLIAMS DR	24/11	360.31	45.00	405.31
4091820219 GARCIA CESAR	1637 FRED JACKSON WAY RICHMOND CA 94801	1637 FRED JACKSON WAY	24/11	294.10	45.00	339.10
4092300245 ABDULLAH LATIFAH	1856 2ND ST A RICHMOND CA 94801	1856 2ND ST A	24/11	297.82	45.00	342.82
4092620170 TECUM ENCARACION L VELASQUEZ AND MA	1917 5TH STREET RICHMOND CA 94801	5TH ST	24/11	384.00	45.00	429.00
4093110080 RAMIREZ SAMUEL	2534 MAY RD EL SOBRANTE CA 94803	1829 SOTO ST	24/11	392.56	45.00	437.56
4140220023 CHAVEZ JAIME	3044 GLYNIS DR RICHMOND CA 94806	3044 GLYNIS DR	24/11	392.56	45.00	437.56
4140310022 EASILEY CARL L JR	2934 GROOM DR RICHMOND CA 94806	2934 GROOM DR	24/11	344.95	45.00	389.95
4140330038 MORRIS E J & MARIE	3070 BARKLEY DR RICHMOND CA 94806	3070 BARKLEY DR	24/11	589.06	45.00	634.06
4140410020 SESSIONS R F & GWENDOLYN	2919 MC KENZIE DR RICHMOND CA 94806	2919 MC KENZIE DR	24/11	427.37	45.00	472.37

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4140620206 MANNING MYRTIS R TRE	3123 MOYERS RD RICHMOND CA 94806	3123 MOYERS RD	24/11	320.38	45.00	365.38
4140670110 REVELO JENNIFER M	3140 MOYERS RD RICHMOND CA 94806	3140 MOYERS RD	24/11	360.31	45.00	405.31
4140710098 BOYD TERRENCE O	3141 JO ANN DR RICHMOND CA 94806	3141 JO ANN DR	24/11	392.56	45.00	437.56
4140940109 MAHARAJ ROSHILLA & SHIV	2944 MOYERS RD RICHMOND CA 94806	2944 MOYERS RD	24/11	360.31	45.00	405.31
4140950025 URIARTEAVILES JULIO ALFONSO	3004 MOYERS RD RICHMOND CA 94806	3004 MOYERS RD	24/11	415.44	45.00	460.44
4141100174 LARREYNAGA JORGE A	2752 JO ANN DR RICHMOND CA 94806	2752 JO ANN DR	24/11	714.90	45.00	759.90
4141220188 ARYAL ANIL B	151 WATERMARK TER HERCULES CA 94547	2595 DUKE AVE	24/11	773.95	45.00	818.95
4141420234 WANDRICK JURENE TRE	2541 DUKE AVE RICHMOND CA 94806	2541 DUKE AVE	24/11	743.29	45.00	788.29
4141450215 LEUNG CHU MING	2913 GENEVA AVE DALY CITY CA 94014	2548 DUKE AVE	24/11	447.25	45.00	492.25
4141520082 SIMS KISA D	3220 ANNAPOLIS AVE RICHMOND CA 94806	3220 ANNAPOLIS AVE	24/11	418.96	45.00	463.96
4141910135 MOSCOSO JOSE W FLORES	2704 WISWALL DR RICHMOND CA 94806	2704 WISWALL DR	24/11	411.83	45.00	456.83

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4141920183 COLEY JAMES L	3021 PARKER RD RICHMOND CA 94806	3021 PARKER RD	24/11	614.23	45.00	659.23
4142210121 RODRIGUEZ JORGE	3011 WISWALL DR RICHMOND CA 94806	3011 WISWALL DR	24/11	392.56	45.00	437.56
4142220070 HARVEY JACK I & CONRADA L	3000 WISWALL DR RICHMOND CA 94806	3000 WISWALL DR	24/11	392.56	45.00	437.56
4142310053 NEGRETE VERONICA	3017 COLETTE DR RICHMOND CA 94806	3017 COLETTE DR	24/11	408.74	45.00	453.74
4142320078 HOWARD THERESA E	3032 COLETTE DR RICHMOND CA 94806	3032 COLETTE DR	24/11	252.14	45.00	297.14
4142520057 JOHNSON MODISTINE	3019 BARKLEY DR RICHMOND CA 94806	3019 BARKLEY DR	24/11	392.56	45.00	437.56
4142530114 YOUNG BARBARA C TRE	2900 BARKLEY DR RICHMOND CA 94806	2900 BARKLEY DR	24/11	394.90	45.00	439.90
4142530148 ROGERS DIANE R TRE	2905 SHANE DR RICHMOND CA 94806	2905 SHANE DR	24/11	274.99	45.00	319.99
4142620030 LEMELLE INGRID	2920 CANTERBURY DR RICHMOND CA 94806	2920 CANTERBURY DR	24/11	235.91	45.00	280.91
4142710112 STARKS WELDON C SR & ADA M	3040 BELFAST WAY RICHMOND CA 94806	3040 BELFAST WAY	24/11	392.56	45.00	437.56
4142720087 GARCIA RODRIGUEZ	2743 CARDIFF CT RICHMOND CA 94806	2743 CARDIFF CT	24/11	1,104.62	45.00	1,149.62

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4142820036 GAINES JAMIE LYNNELL	2916 OXFORD AVE RICHMOND CA 94806	2916 OXFORD AVE	24/11	392.56	45.00	437.56
4143210153 MBAYE PENDA	4070 MOZART DR RICHMOND CA 94803	4070 MOZART DR	24/11	392.56	45.00	437.56
4191950023 MAHMOUD ADEL M JR	6305 JERILYNN AVE RICHMOND CA 94806	6305 JERILYNN AVE	24/11	392.56	45.00	437.56
4263110084 THOMAS KATHLEEN A	1055 PARKSIDE DR RICHMOND CA 94803	1055 PARKSIDE DR	24/11	392.21	45.00	437.21
4263210330 TRAYLOR BARRY	1009 VIEW DR RICHMOND CA 94803	1009 VIEW DR	24/11	392.56	45.00	437.56
4263420707 VILLASICA PATRICK	60 GREENVIEW LN RICHMOND CA 94803	60 GREENVIEW LN	24/11	392.56	45.00	437.56
4263610091 RICHARDSON JEROME & WANDA W	1291 PARKWAY DR RICHMOND CA 94803	1291 PARKWAY DR	24/11	392.56	45.00	437.56
4263610166 DOWNING ROBERT A	1161 FAIRWAY DR RICHMOND CA 94803	1161 FAIRWAY DR	24/11	392.56	45.00	437.56
4263610208 PAGE MICHAEL P & CAROLYN	1177 FAIRWAY DR RICHMOND CA 94803	1177 FAIRWAY DR	24/11	392.78	45.00	437.78
4263620116 PRINGLE KIRA NICOLE	PO BOX 1032 PINOLE CA 94564	1201 PARKWAY CT	24/11	394.34	45.00	439.34
4263620124 RUFFIN BILLY D JR	1205 PARKWAY CT RICHMOND CA 94803	1205 PARKWAY CT	24/11	743.29	45.00	788.29

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4311230074 HORDE ANDREA R	2826 SHELDON DR RICHMOND CA 94803	2826 SHELDON DR	24/11	343.15	45.00	388.15
4311330023 GAO WEN	4367 NELSON DR RICHMOND CA 94803	4367 NELSON DR	24/11	511.58	45.00	556.58
4311530036 GALVEZ WILLIAM D	4465 FRAN WAY RICHMOND CA 94803	4465 FRAN WAY	24/11	1,380.95	45.00	1,425.95
4311550059 FITZGERALD TIMOTHY P	3012 DESERET DR RICHMOND CA 94803	3012 DESERET DR	24/11	392.56	45.00	437.56
4311550067 FARNANDES E CAROLINA TRE	2910 TULARE AVE RICHMOND CA 94804	3020 DESERET DR	24/11	38.25	45.00	83.25
4311550141 OTTEN ANDREW & TINA	3070 DESERET DR RICHMOND CA 94803	3070 DESERET DR	24/11	476.50	45.00	521.50
4311640249 LOPEZ ADELA	4588 FRAN WAY RICHMOND CA 94803	4588 FRAN WAY	24/11	191.09	45.00	236.09
4311730321 LE HUY TRE	124 AMETHYST CT HERCULES CA 94547	4760 WESTWOOD CT	24/11	383.06	45.00	428.06
4312210158 ESTEP CHAD T	3410 MORNINGSIDE DR RICHMOND CA 94803	3410 MORNINGSIDE DR	24/11	369.90	45.00	414.90
4312650080 MCELROY LOVELL	3547 MAY RD RICHMOND CA 94803	3547 MAY RD	24/11	389.20	45.00	434.20
4312900428 TORRES ARTURO & ELSA	2 WILDWOOD CT RICHMOND CA 94803	2 WILDWOOD CT	24/11	387.82	45.00	432.82

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4313520019 STEPHENS CLAUDELL	3804 PAINTED PONY RD RICHMOND CA 94803	3804 PAINTED PONY RD	24/11	714.90	45.00	759.90
4313600381 NICKS SANDRA G	4656 SETTING SUN DR RICHMOND CA 94803	4656 SETTING SUN DR	24/11	649.80	45.00	694.80
4321510184 LUO YING	5418 BROOKWOOD LN EL SOBRANTE CA 94803	5061 CARRIAGE DR	24/11	296.14	45.00	341.14
4351600699 KHAN TEHSEEN TRE	504 ISABEL DR MARTINEZ CA 94553	1045 TRAILSIDE DR	24/11	417.82	45.00	462.82
4352920047 FUSTON MICHAEL & JACQUELINE	2249 BRISTLECONE DR RICHMOND CA 94803	2249 BRISTLECONE DR	24/11	391.46	45.00	436.46
5070600019 BROWN TEYA R	1700 MENDOCINO ST RICHMOND CA 94804	1700 MENDOCINO ST	24/11	320.40	45.00	365.40
5071000136 HONG MELIA Y	5723 SUTTER AVE RICHMOND CA 94804	5723 SUTTER AVE	24/11	73.77	45.00	118.77
5072610016 HUSSAIN ZUHAIB	5124 BURLINGAME AVE RICHMOND CA 94804	5124 BURLINGAME AVE	24/11	865.44	45.00	910.44
5080200107 PEREZ AMALIA	5344 BAYVIEW AVE RICHMOND CA 94804	5344 BAYVIEW AVE	24/11	360.31	45.00	405.31
5080510166 GREEN GEORJENA MCDANIEL	1338 MONTEREY ST RICHMOND CA 94804	1338 MONTEREY ST	24/11	389.20	45.00	434.20
5081500018 BAKER PAUL M	1405 SAN JOAQUIN ST RICHMOND CA 94804	1405 SAN JOAQUIN ST	24/11	392.56	45.00	437.56

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5081600024 MCDONALD RACHEL	1407 MONTEREY ST RICHMOND CA 94804	1407 MONTEREY ST	24/11	743.29	45.00	788.29
5082210161 HOWARD YOLANDA M	1640 MARIPOSA ST RICHMOND CA 94804	1640 MARIPOSA ST	24/11	392.56	45.00	437.56
5090600049 CANNEDY LIYANNA	5351 CREEELY AVE RICHMOND CA 94804	5351 CREEELY AVE	24/11	396.68	45.00	441.68
5091000165 MUELLER ALMA J	5720 MADISON AVE RICHMOND CA 94804	5718 MADISON AVE	24/11	381.22	45.00	426.22
5091000199 MIRANDA ALBERTO & DORIS	5808 MADISON AVE RICHMOND CA 94804	5808 MADISON AVE	24/11	28.60	45.00	73.60
5091000207 MIRANDA ALBERTO P & DORIS	5812 MADISON AVE RICHMOND CA 94804	5812 MADISON AVE	24/11	28.60	45.00	73.60
5092300119 AVILA SANDRA L	5203 GATELY AVE RICHMOND CA 94804	5203 GATELY AVE	24/11	393.17	45.00	438.17
5092300200 ROBINSON JACKIE	1103 CAMPBELL ST RICHMOND CA 94804	1103 CAMPBELL ST	24/11	394.34	45.00	439.34
5092300325 HENDRIX BOBBY JR	3316 CASA GRANDE DR SAN RAMON CA 94583	5020 FLEMING AVE	24/11	392.56	45.00	437.56
5092500130 WILLIAMS PEGGY TRE	5220 FALLON AVE RICHMOND CA 94804	5220 FALLON AVE	24/11	392.56	45.00	437.56
5092600161 THOMPSON ROBIN	1007 CAMPBELL ST RICHMOND CA 94804	1007 CAMPBELL ST	24/11	743.29	45.00	788.29

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5093300019 BLACKMORE CLARK L	4616 CYPRESS AVE RICHMOND CA 94804	4616 CYPRESS AVE	24/11	392.56	45.00	437.56
5093300191 FRIDIA EARNEST & FLORENCE TRE	1701 HOLIDAY DR NEW ORLEANS LA 70114	910 S 46TH ST	24/11	392.52	45.00	437.52
5093500220 HELUSHKA HASSUN TRE	928 S 45TH ST RICHMOND CA 94804	928 S 45TH ST	24/11	387.89	45.00	432.89
5093700119 JACKSON LLOYD L	5118 WOODMONT CT ANTIOCH CA 94531	831 S 45TH ST	24/11	474.53	45.00	519.53
5094000055 HENDERSON RHODNEY & SUNDRA	805 S 41ST ST RICHMOND CA 94804	805 S 41ST ST	24/11	414.22	45.00	459.22
5101020161 MICKA ROBERT G III	5705 COLUMBIA AVE RICHMOND CA 94804	5705 COLUMBIA AVE	24/11	348.13	45.00	393.13
5101310158 BAER NANCY TRE	5915 PANAMA AVE RICHMOND CA 94804	5915 PANAMA AVE	24/11	57.19	45.00	102.19
5130100042 ADEL PARK LLC	1432 EDINGER AVE STE 120 TUSTIN CA 92780	350 CARLSON BLVD	24/11	2,479.26	45.00	2,524.26
5130250102 THOMAS KSANDRA	169 S 29TH ST RICHMOND CA 94804	169 S 29TH ST	24/11	392.56	45.00	437.56
5130330128 HOOLF ORRIN & JOYCE	3200 OHIO AVE RICHMOND CA 94804	3200 OHIO AVE	24/11	410.54	45.00	455.54
5130340044 REDIC ULIS G & GAYLE D TRE	431 FLORIDA AVE RICHMOND CA 94804	3125 FLORIDA AVE	24/11	390.23	45.00	435.23

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5130360190 FOKUS INVESTMENTS INC	469 METRO WALK WAY RICHMOND CA 94801	3136 FLORIDA AVE	24/11	412.69	45.00	457.69
5130440067 REHMAN IRFAN	42 LOOP 22 EMERYVILLE CA 94608	3522 OHIO AVE	24/11	280.08	45.00	325.08
5130470015 ALWAJEEH ZAKARIA	5450 GOLD CREEK CIR DISCOVERY BAY CA 94505	3301 FLORIDA AVE	24/11	1,372.61	45.00	1,417.61
5130520033 DIAZ JACKSON	212 S 35TH ST RICHMOND CA 94804	212 S 35TH ST	24/11	453.40	45.00	498.40
5130620015 BLACKMORE CLARK L SR	271 S 39TH ST RICHMOND CA 94804	271 S 39TH ST	24/11	418.96	45.00	463.96
5130750192 MCDONALD JOBY C TRE	3737 FLORIDA AVE RICHMOND CA 94804	3737 FLORIDA AVE	24/11	393.16	45.00	438.16
5130760027 SMITH ALVIN J TRE	5219 POTRERO AVE EL CERRITO CA 94530	156 S 39TH ST	24/11	304.68	45.00	349.68
5130820185 ROBERTS SHEILA RENEE	128 S 42ND ST RICHMOND CA 94804	128 S 42ND ST	24/11	101.47	45.00	146.47
5131110032 THOMASSON MARCUS	4225 WALL AVE RICHMOND CA 94804	4225 WALL AVE	24/11	393.67	45.00	438.67
5131110057 ROBINSON APRIL L	255 S 43RD ST RICHMOND CA 94804	255 S 43RD ST	24/11	698.65	45.00	743.65
5131200155 MEADOWS ANNIE RUTH	270 S 44TH ST RICHMOND CA 94804	270 S 44TH ST	24/11	401.20	45.00	446.20

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5131410333 FUENTES JOSE S	320 S 38TH ST RICHMOND CA 94804	320 S 38TH ST	24/11	398.11	45.00	443.11
5131510306 RUIZ RUBEN D	415 S 38TH ST RICHMOND CA 94804	415 S 38TH ST	24/11	320.40	45.00	365.40
5131520180 NEW HOPE CHARITY	3984 WASHINGTON BLVD #248 FREMONT CA 94538	319 S 37TH ST	24/11	1,164.07	45.00	1,209.07
5131610221 GALVAN CELILIA MALDONADO	417 STEGE AVE RICHMOND CA 94804	417 STEGE AVE	24/11	343.64	45.00	388.64
5131850371 DAVIS CLIFFORD E	183 BERK PL RICHMOND CA 94804	183 BERK PL	24/11	392.56	45.00	437.56
5132930073 BARRETT MARION D	4610 ESCUELA CT RICHMOND CA 94804	4610 ESCUELA CT	24/11	392.56	45.00	437.56
5132940171 GLASCO BURL J	4803 CASTILLA AVE RICHMOND CA 94804	4803 CASTILLA AVE	24/11	392.56	45.00	437.56
5132950238 GANDY VENCEWAL T & CHERYL	4733 FALL AVE RICHMOND CA 94804	4733 FALL AVE	24/11	392.50	45.00	437.50
5133810100 BROOKS-WRIGHT ANN F	263 S 47TH ST RICHMOND CA 94804	263 S 47TH ST	24/11	392.21	45.00	437.21
5133850049 BROWN NANCY	4611 OVEREND AVE RICHMOND CA 94804	4611 OVEREND AVE	24/11	381.77	45.00	426.77
5133860014 OISHI LARRY MAKTOT	345 S 49TH ST RICHMOND CA 94804	345 S 49TH ST	24/11	294.10	45.00	339.10

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5134020030 CLEMENT DESIREE TRE	740 DEVILS DROP CT EL SOBRANTE CA 94803	727 S 45TH ST	24/11	389.20	45.00	434.20
5134030229 TAYLOR WADE	4135 POTRERO AVE RICHMOND CA 94804	4135 POTRERO AVE	24/11	392.56	45.00	437.56
5141800218 DAVIS LEAVELLE P	528 18TH ST RICHMOND CA 94801	528 18TH ST	24/11	679.40	45.00	724.40
5142200160 LOPEZ EDITH ARENAS	2211 BARRETT AVE RICHMOND CA 94801	2211 BARRETT AVE	24/11	333.12	45.00	378.12
5142200236 RAMIREZ GERARDO & HORTENSIA	540 22ND ST RICHMOND CA 94801	540 22ND ST	24/11	369.90	45.00	414.90
5142600237 MARTINEZ EULALIO D & LENA	636 19TH ST RICHMOND CA 94801	636 19TH ST	24/11	380.81	45.00	425.81
5142700060 MCKINNEY CLEVELAND W TRE	621 20TH ST RICHMOND CA 94801	621 20TH ST	24/11	381.77	45.00	426.77
5142900249 SUAREZ PEDRO	1709 ROOSEVELT AVE RICHMOND CA 94801	1709 ROOSEVELT AVE	24/11	392.56	45.00	437.56
5150200284 TAN DORIS X	5122 JAMES AVE CASTRO VALLEY CA 94546	2362 BROOKS AVE	24/11	395.66	45.00	440.66
5150900172 GORDON CAROLYN	637 29TH ST RICHMOND CA 94804	637 29TH ST	24/11	150.38	45.00	195.38
5151300141 BASYE PAUL & JENNIFER	522 26TH ST RICHMOND CA 94804	522 26TH ST	24/11	391.44	45.00	436.44

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Owners Name	Billing Address	Service Address	Service Thru	RSS Charges	City Charge	Total Due
5152810023 GABBAY NANCY TRE	381 BUSH ST STE 700 SAN FRANCISCO CA 94104	2320 MACDONALD AVE	24/11	106.10	45.00	151.10
5152920186 ZULFIGAR ASHER H	719 KEY ROUTE BLVD ALBANY CA 94706	242 25TH ST	24/11	71.39	45.00	116.39
5153200034 VANEK DAVID M & PATRICIA A	1027 BELL LN NAPA CA 94558	132 23RD ST	24/11	1,562.05	45.00	1,607.05
5153800197 GREEN ZELMA	2508 CHANSLOR AVE RICHMOND CA 94804	2508 CHANSLOR AVE	24/11	785.08	45.00	830.08
5154110158 JUARBE FRANCISCO	112 29TH ST RICHMOND CA 94804	112 29TH ST	24/11	743.29	45.00	788.29
5154120074 WOOD JOHN C & TRACY L	131 29TH ST RICHMOND CA 94804	131 29TH ST	24/11	321.31	45.00	366.31
5154120132 NEW CHANCE LLC	12622 RAMONA AVE HAWTHORNE CA 90250	2737 EUCLID AVE	24/11	360.31	45.00	405.31
5160900048 ALAMMARI SADIK AHMED	3630 BARRETT AVE RICHMOND CA 94805	3630 BARRETT AVE	24/11	1,406.91	45.00	1,451.91
5161400105 SASE CRAIG A & JANICE A TRE	3121 NEVIN AVE RICHMOND CA 94804	3121 NEVIN AVE	24/11	785.77	45.00	830.77
5161600027 SMITH LA RONE T & RENE K	2928 BARRETT AVE RICHMOND CA 94804	2928 BARRETT AVE	24/11	480.60	45.00	525.60
5170100027 GUTIERREZ MANUEL J & SANDRA	553 38TH ST RICHMOND CA 94805	553 38TH ST	24/11	408.91	45.00	453.91

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5170500218 EDWARDS MARILYN J EST OF	3220 BLUME DR STE 197 RICHMOND CA 94806	4102 ROOSEVELT AVE	24/11	320.20	45.00	365.20
5171300188 ALROWHANI HAFID TRE	462 43RD ST RICHMOND CA 94805	462 43RD ST	24/11	369.90	45.00	414.90
5171900060 HUNTER PEARL L	611 32ND ST RICHMOND CA 94804	427 38TH ST	24/11	392.56	45.00	437.56
5172310053 GUTIERREZ JERARDE FELIPE JR	337 44TH ST RICHMOND CA 94805	337 44TH ST	24/11	355.10	45.00	400.10
5181020057 CRUZ J TRINIDAD & MARIA E	943 37TH ST RICHMOND CA 94805	651 38TH ST	24/11	392.21	45.00	437.21
5181110163 DAYEM JAWAD TRE	690 MESA WAY RICHMOND CA 94805	690 MESA WAY	24/11	726.77	45.00	771.77
5181500108 GARDNER JONATHAN M	3511 CERRITO AVE RICHMOND CA 94805	3511 CERRITO AVE	24/11	743.29	45.00	788.29
5181900183 AGUILERA JUAN F GUZMAN	670 32ND ST RICHMOND CA 94804	670 32ND ST	24/11	247.58	45.00	292.58
5182200179 RAMIREZ-SOTO SAIRA M	652 29TH ST RICHMOND CA 94804	652 29TH ST	24/11	61.95	45.00	106.95
5182400266 WHITNEY CORINNA	634 30TH ST RICHMOND CA 94804	634 30TH ST	24/11	450.29	45.00	495.29
5182900232 MOORE ROBERT B & GWEN A	626 35TH ST RICHMOND CA 94805	626 35TH ST	24/11	384.01	45.00	429.01

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5183200228 MCCOY DOLORES H	622 38TH ST RICHMOND CA 94805	622 38TH ST	24/11	743.29	45.00	788.29
5190500073 PRIMUS RUBY L	685 AMADOR ST RICHMOND CA 94805	685 AMADOR ST	24/11	392.21	45.00	437.21
5192100195 SHAREEF INTISAR TRE	558 MCLAUGHLIN ST RICHMOND CA 94805	558 MCLAUGHLIN ST	24/11	392.56	45.00	437.56
5192310257 HANSON SARAH	508 DIMM ST RICHMOND CA 94805	508 DIMM ST	24/11	392.56	45.00	437.56
5230320243 HUANG YU-HSIANG	860 MC LAUGHLIN ST RICHMOND CA 94805	860 MC LAUGHLIN ST	24/11	130.34	45.00	175.34
5230910092 MCGREW ANALEISE	966 HUMBOLDT ST RICHMOND CA 94805	966 HUMBOLDT ST	24/11	354.10	45.00	399.10
5230930140 REED LAMONT & REBECCA	5511 ESMOND AVE RICHMOND CA 94805	5511 ESMOND AVE	24/11	392.45	45.00	437.45
5240600030 GALLARDO OSCAR D REYES	3320 MCBRYDE AVE RICHMOND CA 94805	3320 MCBRYDE AVE	24/11	392.56	45.00	437.56
5240700053 LAM SANTOS & CONNIE	4851 EL GRANDE PL EL SOBRANTE CA 94803	983 33RD ST	24/11		45.00	45.00
5241000222 LYONS JO ANN	946 29TH ST RICHMOND CA 94804	946 29TH ST	24/11	392.56	45.00	437.56
5241000248 LIN JOHN CHIA-HUNG	1357 LINCOLN AVE APT A SAN RAFAEL CA 94901	958 29TH ST	24/11	360.31	45.00	405.31

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5241800241 HU YAN	15 MCCORMICK RD EL SOBRANTE CA 94803	3633 GARVIN AVE	24/11	760.46	45.00	805.46
5242300167 HONDA GARY S & JANIS K	756 39TH ST RICHMOND CA 94805	756 39TH ST	24/11	392.56	45.00	437.56
5260110084 BINGHAM COLLETTE	3421 TULARE AVE RICHMOND CA 94804	3421 TULARE AVE	24/11	389.20	45.00	434.20
5260200257 LUCAS DIONICIA	3411 RHEEM AVE RICHMOND CA 94804	3411 RHEEM AVE	24/11	360.31	45.00	405.31
5262900235 GRAY ERIN	2809 RHEEM AVE RICHMOND CA 94804	2809 RHEEM AVE	24/11	392.52	45.00	437.52
5270220170 UNLIMITED DEVELOPMENT LLC	PO BOX 4471 VALLEJO CA 94590	2363 EMERIC AVE	24/11	392.74	45.00	437.74
5270910028 MORALES CARLOS	2408 PINE AVE RICHMOND CA 94806	2408 PINE AVE	24/11	700.50	45.00	745.50
5271320037 JOVILETTE MAKEBA	2314 MARICOPA AVE RICHMOND CA 94804	1150 23RD ST	24/11	863.64	45.00	908.64
5280200063 SERRANO MARCUS	2504 HUMPHREY AVE RICHMOND CA 94804	2504 HUMPHREY AVE	24/11	965.74	45.00	1,010.74
5280900092 LEDEZMA ESTANISLAO	2379 LINCOLN AVE RICHMOND CA 94804	2379 LINCOLN AVE	24/11	393.11	45.00	438.11
5281200138 AUSTIN SHELBY R	2887 LINCOLN AVE RICHMOND CA 94804	2887 LINCOLN AVE	24/11	568.58	45.00	613.58

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5281310093 CAMPOS MARICRUZ GARCIA	2862 LINCOLN AVE RICHMOND CA 94804	2862 LINCOLN AVE	24/11	392.76	45.00	437.76
5281520055 SCHWALBACH CHARLES & DIANE TRE	3825 HAPPY VALLEY RD LAFAYETTE CA 94549	2429 ESMOND AVE	24/11	390.18	45.00	435.18
5281610013 MEJIA DANY FERNANDO DE LEON	950 23RD ST RICHMOND CA 94804	950 23RD ST	24/11	597.89	45.00	642.89
5281700095 WARD AARON E	PO BOX 464 RODEO CA 94572	2366 ESMOND AVE	24/11	392.56	45.00	437.56
5281800093 HERRERA-MCDONOUGH IRENE	1341 MARTIN LUTHER KING JR WAY BERKELEY CA 94709	2522 ESMOND AVE	24/11	748.00	45.00	793.00
5281900299 STEVENS JANICE J	2601 GAYNOR AVE RICHMOND CA 94804	2601 GAYNOR AVE	24/11	384.01	45.00	429.01
5282000032 USRE INVESTMENTS INC	28239 LANGSIDE AVE SANTA CLARITA CA 91351	2820 ESMOND AVE	24/11	383.46	45.00	428.46
5282300176 LEE AUDREY	430 RAMSELL ST SAN FRANCISCO CA 94132	2533 GARVIN AVE	24/11	392.58	45.00	437.58
5283200029 OROZCO GUSTAVO	728 26TH ST RICHMOND CA 94804	728 26TH ST	24/11	392.75	45.00	437.75
5283600038 JACKSON RUBY	2322 DOWNER AVE RICHMOND CA 94804	2322 DOWNER AVE	24/11	394.39	45.00	439.39
5283700010 SINDICICH THOMAS F TRE	PO BOX 973 WOODACRE CA 94973	2323 GRANT AVE	24/11	384.01	45.00	429.01

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5290200053 WATERS ELIZABETH L	406 OLYMPUS #6 HERCULES CA 94547	1330 LINCOLN AVE	24/11	392.58	45.00	437.58
5290300069 BROWN PORSCHEA M	1602 LINCOLN AVE RICHMOND CA 94801	1602 LINCOLN AVE	24/11	864.64	45.00	909.64
5290500189 DELGADO RAFAEL	1829 ESMOND AVE RICHMOND CA 94801	1829 ESMOND AVE	24/11	410.32	45.00	455.32
5290900173 ROBINSON MARSHALL	1727 GAYNOR AVE RICHMOND CA 94801	1727 GAYNOR AVE	24/11	392.56	45.00	437.56
5291100120 TURNER BARBARA JEAN	1833 LINDEN ST OAKLAND CA 94607	861 15TH ST	24/11	785.30	45.00	830.30
5291400132 LOPEZ ANA M LEON	1605 GARVIN AVE RICHMOND CA 94801	1605 GARVIN AVE	24/11	377.48	45.00	422.48
5291800117 ESPARZA MARIA	2213 BURBECK AVE RICHMOND CA 94801	2213 BURBECK AVE	24/11	392.56	45.00	437.56
5291800174 MONTANO MARTIN	2210 GARVIN AVE RICHMOND CA 94801	2210 GARVIN AVE	24/11	389.20	45.00	434.20
5292420147 ANDERSEN DIANN M	724 14TH ST RICHMOND CA 94801	724 14TH ST	24/11	444.47	45.00	489.47
5292520045 VALDIVIA JAVIER G & SANDRA J	707 FALCON CT RICHMOND CA 94806	745 17TH ST	24/11	722.92	45.00	767.92
5301000179 FRANCIS MICHELLE	1827 RHEEM AVE RICHMOND CA 94801	1827 RHEEM AVE	24/11	384.01	45.00	429.01

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5301300090 VASQUEZ RONALD MARVIN CHICAS	1926 RHEEM AVE RICHMOND CA 94801	1926 RHEEM AVE	24/11	320.40	45.00	365.40
5302100317 PARAFINA LOLITA M	2025 HELLINGS AVE RICHMOND CA 94801	2025 HELLINGS AVE	24/11	855.47	45.00	900.47
5302700207 REED BERNADINE	1331 VISALIA AVE RICHMOND CA 94801	1331 VISALIA AVE	24/11	392.56	45.00	437.56
5302800072 PAYSINGER LORENE TRE	PO BOX 2863 RICHMOND CA 94802	1400 VISALIA AVE	24/11	763.08	45.00	808.08
5303400112 CHAMBERS LARRY & BREZELL W	2202 VISALIA AVE RICHMOND CA 94801	2202 VISALIA AVE	24/11	392.56	45.00	437.56
5303400187 ESPERANZA LEONISIO	2135 LINCOLN AVE RICHMOND CA 94801	2135 LINCOLN AVE	24/11	200.24	45.00	245.24
5340320273 ATTAWAY IDA B	928 LINCOLN AVE RICHMOND CA 94801	928 LINCOLN AVE	24/11	380.81	45.00	425.81
5340330025 BROUSSARD MORRIS J & CHELSEA L	878 10TH ST RICHMOND CA 94801	878 10TH ST	24/11	450.12	45.00	495.12
5340330041 ROYTMAN LAURA	2643 APPIAN WAY STE K PINOLE CA 94564	864 10TH ST	24/11	396.23	45.00	441.23
5340630143 MACIAS SUSANA	911 PENNSYLVANIA AVE RICHMOND CA 94801	911 PENNSYLVANIA AVE	24/11	392.56	45.00	437.56
5340710093 CERDA FERNANDO CRUZ	758 8TH ST RICHMOND CA 94801	758 8TH ST	24/11	50.68	45.00	95.68

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5340820272 MARTINEZ MARIA A	737 6TH ST RICHMOND CA 94801	737 6TH ST	24/11	385.96	45.00	430.96
5341310034 KAUR BEERA	5679 SUNSET CREEK CT PLEASANTON CA 94566	684 7TH ST	24/11	392.56	45.00	437.56
5341520095 GOMEZ ASCENCION	645 13TH ST RICHMOND CA 94801	645 13TH ST	24/11	744.06	45.00	789.06
5341610037 KAUR BEERA TRE	2817 E CASTLE PINES TER DUBLIN CA 94568	630 12TH ST	24/11	392.52	45.00	437.52
5341720190 COLEMAN LUCY G	629 12TH ST RICHMOND CA 94801	629 12TH ST	24/11	244.79	45.00	289.79
5341720224 MERCADO MAURILIO JR	2643 APPIAN WAY STE K PINOLE CA 94564	609 12TH ST	24/11	392.56	45.00	437.56
5341810181 CLARK ANNA BELL TRE	640 9TH ST RICHMOND CA 94801	640 9TH ST	24/11	394.39	45.00	439.39
5341920063 YOUNG RENEE FOWLER	735 RIPLEY AVE RICHMOND CA 94801	733 RIPLEY AVE	24/11	785.11	45.00	830.11
5341920097 VALENCIA RAUL	711 RIPLEY AVE RICHMOND CA 94801	711 RIPLEY AVE	24/11	392.56	45.00	437.56
5342010229 LOPEZ ABIGAIL E	511 RIPLEY AVE RICHMOND CA 94801	511 RIPLEY AVE	24/11	392.56	45.00	437.56
5342120150 MARTINEZ FRANCISCO CHONG	624 3RD ST RICHMOND CA 94801	624 3RD ST	24/11	440.59	45.00	485.59

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5342120184 RAMIREZ FERNANDO G	636 3RD ST RICHMOND CA 94801	636 3RD ST	24/11	360.31	45.00	405.31
5342210142 BARRIENTOS MANUEL & VILMA	215 RIPLEY AVE RICHMOND CA 94801	215 RIPLEY AVE	24/11	399.02	45.00	444.02
5342210308 RUIZ ROMAN ZAVALA	662 2ND ST RICHMOND CA 94801	662 2ND ST	24/11	360.31	45.00	405.31
5342920146 MAZARIEGOS ANACLETO C	311 RIPLEY AVE RICHMOND CA 94801	578 4TH ST	24/11	393.28	45.00	438.28
5343110085 RUSSELL BEVERLY DENISE	571 8TH ST RICHMOND CA 94801	571 8TH ST	24/11	743.29	45.00	788.29
5344020010 EL-SHERBENEY ALICE J TRE	1211 BARRETT AVE RICHMOND CA 94801	1211 BARRETT AVE	24/11	392.56	45.00	437.56
5380210095 EDWARDS RICO	439 B ST RICHMOND CA 94801	439 B ST	24/11	703.39	45.00	748.39
5380500081 LOBATO JOHNNY DAVID	457 3RD ST RICHMOND CA 94801	457 3RD ST	24/11	392.60	45.00	437.60
5380600139 OROZCO FERNANDO & CLAUDIA	433 4TH ST RICHMOND CA 94801	433 4TH ST	24/11	394.34	45.00	439.34
5380800200 MENDEZ YASMIN	432 5TH ST RICHMOND CA 94801	432 5TH ST	24/11	274.11	45.00	319.11
5381810166 CRUZ MARIA D TRE	230 2ND ST RICHMOND CA 94801	231 2ND ST	24/11	392.21	45.00	437.21

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5382000098 PINEDA CARLOS O	54 PALMDALE AVE DALY CITY CA 94015	247 4TH ST	24/11	343.15	45.00	388.15
5382000262 RUANO LEON	246 3RD ST RICHMOND CA 94801	246 3RD ST	24/11	378.49	45.00	423.49
5382310240 HARRIS ALBERT R	267 7TH ST RICHMOND CA 94801	267 7TH ST	24/11	743.29	45.00	788.29
5383000055 GUTIERREZ ELODIA	246 7TH ST RICHMOND CA 94801	167 6TH ST	24/11	63.01	45.00	108.01
5383000089 POWELL TIFFANY TRE	145 6TH ST RICHMOND CA 94801	145 6TH ST	24/11	392.21	45.00	437.21
5383000204 GEMJMF LLC	P O BOX 9250 VALLEJO CA 94591	112 5TH ST	24/11	743.29	45.00	788.29
5383200234 LAU PUI NI	BEVERLY 23 SAM MUN TSAI RD TAI PO NT CHINA CA 999077	122 3RD ST	24/11	409.64	45.00	454.64
5383300166 WONG CHIN LONG	25309 MEREDITH CT HAYWARD CA 94545	119 3RD ST	24/11	392.63	45.00	437.63
5401500201 BATO EDUARDO C	727 GELLERT BLVD DALY CITY CA 94015	228 15TH ST	24/11	743.57	45.00	788.57
5402700305 SINGH RAJESHWAR	5679 SUNSET CREEK CT PLEASANTON CA 94566	164 12TH ST	24/11	392.39	45.00	437.39
5403200024 LEUNG HONG WAH	PO BOX 20306 SAN JOSE CA 95160	1210 CHANSLOR AVE	24/11	392.21	45.00	437.21

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5403600124 HUDSON JULIA L	PO BOX 1683 RICHMOND CA 94802	1637 OHIO AVE	24/11	392.53	45.00	437.53
5404800970 NG WINNIE	PO BOX 20306 SAN JOSE CA 95160	326 MARINA WAY	24/11	392.56	45.00	437.56
5404801218 SAUCER PAMELA	449 METRO WALK WAY RICHMOND CA 94801	449 METRO WALK WAY	24/11	410.29	45.00	455.29
5440100195 MFGEM LLC	PO BOX 9250 VALLEJO CA 94591	118 S 11TH ST	24/11	381.20	45.00	426.20
5440210093 WALKER CAROLYN J	151 S 13TH ST RICHMOND CA 94804	151 S 13TH ST	24/11	743.29	45.00	788.29
5440310158 VEGA SERGIO H VARGAS	144 MARINA WAY S RICHMOND CA 94804	144 MARINA WAY S	24/11	263.39	45.00	308.39
5440310190 WARD ROBBIE	126 MARINA WAY S RICHMOND CA 94804	118 MARINA WAY S	24/11	392.56	45.00	437.56
5440410065 CRUZ JUAN	122 S 17TH ST RICHMOND CA 94804	122 S 17TH ST	24/11	384.02	45.00	429.02
5440420031 BATON TOMMIE	128 S 18TH ST RICHMOND CA 94804	128 S 18TH ST	24/11	384.01	45.00	429.01
5440520061 HILL NORA	128 S 20TH ST RICHMOND CA 94804	128 S 20TH ST	24/11	391.46	45.00	436.46
5440620184 GRAVES DEANNA TRE	8721 DEER CREEK CIR STOCKTON CA 95210	2231 FLORIDA AVE	24/11	391.40	45.00	436.40

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5440810074 WORMER JOSEPH VAN	200 S 19TH ST RICHMOND CA 94804	200 S 19TH ST	24/11	232.48	45.00	277.48
5440820198 CHISOLM LELA J TRE	2716 BEACH HEAD WAY RICHMOND CA 94804	2029 MAINE AVE	24/11	743.29	45.00	788.29
5440910049 REDON OLIVIER	270 EL NIDO RD PORTOLA VALLEY CA 94028	246 S 17TH ST	24/11	392.56	45.00	437.56
5441000154 MENDOZA GUSTAVO	244 S 16TH ST RICHMOND CA 94804	244 S 16TH ST	24/11	394.90	45.00	439.90
5441310058 AFEWERK SENAIT TRE	939 PLYMOUTH AVE SAN FRANCISCO CA 94112	331 S 13TH ST	24/11	394.90	45.00	439.90
5441410130 SANCHEZ ANTONIA	357 S 15TH ST RICHMOND CA 94804	357 S 15TH ST	24/11	743.29	45.00	788.29
5441500096 REGGIE HAUL ENTERPRISES INC	PO BOX 5148 RICHMOND CA 94805	353 S 17TH ST	24/11	392.60	45.00	437.60
5441620142 THOMAS BRIAN H	353 S 19TH ST RICHMOND CA 94804	353 S 19TH ST	24/11	743.17	45.00	788.17
5442320122 DAVENPORT MICHAEL TRE	446 MARINA WAY S RICHMOND CA 94804	446 MARINA WAY S	24/11	742.58	45.00	787.58
5490200580 KHALEGH EDWARD 2001 FAM TR	PO BOX 2077 CARLSBAD CA 92018	2321 WELCOME AVE	24/11	133.39	45.00	178.39
5490310173 MARSHALL VERDELL	349 S 24TH ST RICHMOND CA 94804	349 S 24TH ST	24/11	463.02	45.00	508.02

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Owners Name	Billing Address	Service Address	Service Thru	RSS Charges	City Charge	Total Due
5490320206 ZANCANARO MARIO & SHAMICA	350 S 24TH ST RICHMOND CA 94804	350 S 24TH ST	24/11	731.26	45.00	776.26
5490420212 HOPKINS HELEN M	2622 MAINE AVE RICHMOND CA 94804	2622 MAINE AVE	24/11	376.67	45.00	421.67
5490420238 MCCRAY SYTHA JO	2621 VIRGINIA AVE RICHMOND CA 94804	2621 VIRGINIA AVE	24/11	743.33	45.00	788.33
5490910261 ALCARAZ BLANCA ESTELA	446 S 25TH ST RICHMOND CA 94804	446 S 25TH ST	24/11	410.41	45.00	455.41
5491400171 MCCRAY CORA LEE	2423 FOOTHILL AVE RICHMOND CA 94804	2423 FOOTHILL AVE	24/11	380.77	45.00	425.77
5491600242 WELLS TONIA	1425 KAINS AVE BERKELEY CA 94702	2798 FOOTHILL AVE	24/11	392.56	45.00	437.56
5492020200 BENTON JANICE	2901 CHAVEZ LN RICHMOND CA 94804	2901 CHAVEZ LN	24/11	392.56	45.00	437.56
5492300024 ADDISON ATHENA	632 S 30TH ST RICHMOND CA 94804	632 S 30TH ST	24/11	393.13	45.00	438.13
5500810063 POVTAR OLESSYA	2745 ANZA ST APT 3 SAN FRANCISCO CA 94121	114 MAINE AVE	24/11	328.78	45.00	373.78
5501200165 RUSSELL RALPH J	269 S 3RD ST RICHMOND CA 94804	269 S 3RD ST	24/11	384.01	45.00	429.01
5501520208 MARTIN CLARENCE EUGENE TRE	247 S 5TH ST RICHMOND CA 94804	247 S 5TH ST	24/11	388.74	45.00	433.74

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5501610074 ALVEAR JENARO	332 S 3RD ST RICHMOND CA 94804	332 S 3RD ST	24/11	103.44	45.00	148.44
5501910052 HENRIQUEZ YONI	300 S 5TH ST RICHMOND CA 94804	300 S 5TH ST	24/11	477.65	45.00	522.65
5502010068 LINARES EDGAR	222 S 5TH ST RICHMOND CA 94804	222 S 5TH ST	24/11	360.31	45.00	405.31
5502010225 FUENTES JANIRA NICOLE	528 FLORIDA AVE RICHMOND CA 94804	528 FLORIDA AVE	24/11	392.32	45.00	437.32
5502110173 PIEARSON HELEN C	143 S 6TH ST RICHMOND CA 94804	143 S 6TH ST	24/11	392.56	45.00	437.56
5502510034 FEATHERSTON JACQUELINE E TRE	612 TWINBRIDGE CT PLEASANT HILL CA 94523	726 VIRGINIA AVE	24/11	319.18	45.00	364.18
5503010182 FLETCHER PRISCILLA M	417 HARBOUR WAY S RICHMOND CA 94804	417 HARBOUR WAY S	24/11	392.56	45.00	437.56
5503100090 STEWART BENNY J TRE	5820 BURLINGAME AVE RICHMOND CA 94804	334 S 9TH ST	24/11	618.64	45.00	663.64
5503200148 ALHUZAIBI NAJI NOMANMOHSEN	933 MAINE AVE RICHMOND CA 94804	933 MAINE AVE	24/11	332.04	45.00	377.04
5580810074 PINKHASOV ALEKSANDR	78 SCENIC AVE RICHMOND CA 94801	78 SCENIC AVE	24/11	401.15	45.00	446.15
5581100087 MADSEN STEEN & ERIKA L	229 TUNNEL AVE RICHMOND CA 94801	229 TUNNEL AVE	24/11	488.50	45.00	533.50

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5582710066 UNLIMITED DEVELOPMENT LLC	PO BOX 4471 VALLEJO CA 94590	519 TEWKSBURY AVE	24/11	392.56	45.00	437.56
5582920152 UNLIMITED DEVELOPMENT LLC	PO BOX 4471 VALLEJO CA 94590	429 W RICHMOND AVE	24/11	392.56	45.00	437.56
5605600112 TADESSE GIRMA	65 SEAGULL DR RICHMOND CA 94804	65 SEAGULL DR	24/11	392.56	45.00	437.56
5606500840 DALO GENUINO	106 SEAPOINT CT RICHMOND CA 94801	106 SEAPOINT CT	24/11	343.15	45.00	388.15
5607900502 FULTON JOSEPH T & PAMELA P	603 JETTY DR RICHMOND CA 94804	603 JETTY DR	24/11	751.55	45.00	796.55
5611620013 CROCKETT CAROLYN	216 DUBOCE AVE RICHMOND CA 94801	216 DUBOCE AVE	24/11	320.40	45.00	365.40
5611720052 MALDONADO CARLOS & VICTORIA	10 SNOWDRIFT CT EL SOBRANTE CA 94803	250 GERTRUDE AVE	24/11	392.56	45.00	437.56
5611720151 MENJIVAR MANUEL ANTONIO	1412 YORK ST RICHMOND CA 94801	1412 YORK ST	24/11	360.31	45.00	405.31
5611810432 PANG DAVID HO	480 4TH AVE SAN FRANCISCO CA 94118	513 GERTRUDE AVE	24/11	392.56	45.00	437.56
5611820381 PEREZ MANACES ARIEL CINTO	510 GERTRUDE AVE RICHMOND CA 94801	443 ALAMO AVE	24/11	391.12	45.00	436.12
5611910364 MUSLIM MISSION CENTER	1321 KELSEY ST RICHMOND CA 94801	511 DUBOCE AVE	24/11	785.11	45.00	830.11

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5611910372 HOLDEN EZELL EST OF	1343 KELSEY ST RICHMOND CA 94801	1343 KELSEY ST	24/11	392.56	45.00	437.56
5612520204 GREER BETTYE J TRE	3719 BARRINGTON DR CONCORD CA 94518	1428 CHERRY ST	24/11	320.40	45.00	365.40
4053810067 FIGUEROA JORGE A	1 BOARDWALK PL RICHMOND CA 94806	1 BOARDWALK PL	24/12	263.28	45.00	308.28
4054700440 HENDERSON YVONNE D	2523 TREESIDE WAY RICHMOND CA 94806	2523 TREESIDE WAY	24/12	392.90	45.00	437.90
4054700846 DAVIS BRIAN LYDELL II	2527 GROVEVIEW DR RICHMOND CA 94806	2527 GROVEVIEW DR	24/12	377.64	45.00	422.64
4055500708 GAITHER BRIAN & PEARLINA	625 ROCK ROSE WAY RICHMOND CA 94806	625 ROCK ROSE WAY	24/12	397.06	45.00	442.06
4055600110 LEE CHING-TING	743 ROCK ROSE WAY RICHMOND CA 94806	743 ROCK ROSE WAY	24/12	411.35	45.00	456.35
4055600649 MONTGOMERY RAY	764 ROCK ROSE WAY RICHMOND CA 94806	764 ROCK ROSE WAY	24/12	723.12	45.00	768.12
4055700084 JOHNSON ORLANDO	809 POPPY CT RICHMOND CA 94806	809 POPPY CT	24/12	744.22	45.00	789.22
4056500392 WELLS ANTOINETTE J	1135 ARROWHEAD CT RICHMOND CA 94806	1135 ARROWHEAD CT	24/12	392.90	45.00	437.90
4056500616 CALLADO JANNEL & MARGIE	1124 EAGLEWOOD CT RICHMOND CA 94806	1124 EAGLEWOOD CT	24/12	201.07	45.00	246.07

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4056600499 BAGAGA AISSATA	5335 GALLERY CT RICHMOND CA 94806	5335 GALLERY CT	24/12	392.90	45.00	437.90
4056800016 PATEL SAILESH & FALGUNIBIN	5660 VISTA DR RICHMOND CA 94806	5660 VISTA DR	24/12	51.22	45.00	96.22
4057100101 ANAND FNU ROSHAN	4118 MARKOVICH CT RICHMOND CA 94806	4118 MARKOVICH CT	24/12	704.77	45.00	749.77
4080110028 BAYARSAIKHAN TSENGUUN	4504 MC GLOTHEN WAY RICHMOND CA 94806	4504 MC GLOTHEN WAY	24/12	392.90	45.00	437.90
4080110036 MCSHARRY BRIAN TRE	286 THRIFT ST SAN FRANCISCO CA 94112	4508 MC GLOTHEN WAY	24/12	360.31	45.00	405.31
4080110192 CARRASCO KEVIN	517 BANKS DR RICHMOND CA 94806	517 BANKS DR	24/12	363.22	45.00	408.22
4080120019 PINEDA CINDY NOEMI	4300 JENKINS WAY RICHMOND CA 94806	4300 JENKINS WAY	24/12	392.22	45.00	437.22
4080120068 MORALES OSCAR D MARTINEZ	4400 JENKINS WAY RICHMOND CA 94806	4400 JENKINS WAY	24/12	404.87	45.00	449.87
4080210018 HORSLEY MARGARET I	4216 MC GLOTHEN WAY RICHMOND CA 94806	4216 MC GLOTHEN WAY	24/12	115.48	45.00	160.48
4080230289 CORTES JOSE L	708 THOMAS DR RICHMOND CA 94806	708 THOMAS DR	24/12	360.31	45.00	405.31
4080340039 LITTLEJOHN BEVERLY	4213 JENKINS WAY RICHMOND CA 94806	4213 JENKINS WAY	24/12	360.31	45.00	405.31

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4080340096 DOTSON MARY LEE EST OF	7700 EDGEWATER DR STE 710 OAKLAND CA 94621	4109 JENKINS WAY	24/12	384.61	45.00	429.61
4080420252 DECASTILLO DINA OSTORGA	700 GRIFFIN DR RICHMOND CA 94806	700 GRIFFIN DR	24/12	360.31	45.00	405.31
4080530142 METVINER MARVIN ISDALE	511 HARRISON DR RICHMOND CA 94806	511 HARRISON DR	24/12	320.40	45.00	365.40
4140430077 CHILTON GWENDOLYN A	3110 ERLA WAY RICHMOND CA 94806	3110 ERLA WAY	24/12	391.78	45.00	436.78
4140510068 BLAND JOHN A JR & ALEEKA R TRE	1348 REDWOOD CIR SAN PABLO CA 94806	2945 MC KENZIE DR	24/12	392.90	45.00	437.90
4140710049 WILLIAMS BOBBY J & SHIRLEY L	3122 JO ANN DR RICHMOND CA 94806	3122 JO ANN DR	24/12	744.02	45.00	789.02
4140950108 WILSON LAJEAN EST OF	3038 MOYERS RD RICHMOND CA 94806	3038 MOYERS RD	24/12	395.34	45.00	440.34
4141420226 KENNEY RODERICK	2545 DUKE AVE RICHMOND CA 94806	2545 DUKE AVE	24/12	182.20	45.00	227.20
4141530065 RIGGINS CYNTHIA E RAYON TRE	3235 ANNAPOLIS AVE RICHMOND CA 94806	3235 ANNAPOLIS AVE	24/12	381.55	45.00	426.55
4141940058 TERRY WANITA L TRE	2661 WILART DR RICHMOND CA 94806	2661 WILART DR	24/12	290.22	45.00	335.22
4142710070 BROWN LESLIE	3066 BELFAST WAY RICHMOND CA 94806	3066 BELFAST WAY	24/12	394.74	45.00	439.74

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4191940271 NAIK PRIYA	6309 MONTE CRESTA AVE RICHMOND CA 94806	6309 MONTE CRESTA AVE	24/12	391.58	45.00	436.58
4252620036 SHAW CURTIS J & IRMA P	4192 FRAN WAY RICHMOND CA 94803	4192 FRAN WAY	24/12	744.02	45.00	789.02
4261910295 SMITH COURTNEY NIKEA	104 PARK LN RICHMOND CA 94803	104 PARK LN	24/12	392.89	45.00	437.89
4263210470 ADAMS DEDANIM	1017 VIEW DR RICHMOND CA 94803	1017 VIEW DR	24/12	392.89	45.00	437.89
4263220644 SALEEMI CHUDHARY M	1004 VIEW DR RICHMOND CA 94803	1004 VIEW DR	24/12	392.90	45.00	437.90
4263410013 GOINS VERNON C	1104 PARKRIDGE DR RICHMOND CA 94803	1104 PARKRIDGE DR	24/12	391.50	45.00	436.50
4263420822 ROBINSON LA TRENA	26 GREENVIEW LN RICHMOND CA 94803	26 GREENVIEW LN	24/12	360.31	45.00	405.31
4263420855 PRIDGEN THOMAS A	32 GREENVIEW LN RICHMOND CA 94803	32 GREENVIEW LN	24/12	360.31	45.00	405.31
4263530075 HERNANDEZ JOSE HECTOR & JESY	1234 GREENWAY DR RICHMOND CA 94803	1234 GREENWAY DR	24/12	389.57	45.00	434.57
4263530091 PERRY CHARLES SR & JACQUELINE	1226 GREENWAY DR RICHMOND CA 94803	1226 GREENWAY DR	24/12	454.60	45.00	499.60
4263530174 LADZEKPO MAWULI	1222 PARKWAY DR RICHMOND CA 94803	1222 PARKWAY DR	24/12	393.24	45.00	438.24

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4311420154 MENDELSON LEWIS J TRE	4948 SENTINEL DR APT 204 BETHESDA MD 20816	2717 SHELDON DR	24/12	66.95	45.00	111.95
4311620050 TOSTADO JORGE L	115 CABRINI BLVD #B31 NEW YORK NY 10033	4522 GREGORY WAY	24/12	425.75	45.00	470.75
4311640165 WILSON PAUL A	4532 FRAN WAY RICHMOND CA 94803	4532 FRAN WAY	24/12	389.57	45.00	434.57
4311710018 PAGNUTTI MARGERY	4682 VALLEY VIEW RD RICHMOND CA 94803	4682 VALLEY VIEW RD	24/12	360.31	45.00	405.31
4311730479 GREEN DEVON & YVETTE	3218 MAY RD RICHMOND CA 94803	3218 MAY RD	24/12	392.90	45.00	437.90
4312130117 SEMIKHATOVA MARIYA SERGEEVNA	3322 CLEARFIELD AVE RICHMOND CA 94803	3322 CLEARFIELD AVE	24/12	392.90	45.00	437.90
4312900204 HOLMES ALLEN & ANTOINETTE TRE	4439 FIELDCREST DR RICHMOND CA 94803	4439 FIELDCREST DR	24/12	317.96	45.00	362.96
4313020424 BISCHOFF STEPHEN J	3401 FLEETWOOD DR RICHMOND CA 94803	3401 FLEETWOOD DR	24/12	301.80	45.00	346.80
4313810055 ROBINSON BENJAMIN	3641 BLACK FEATHER DR RICHMOND CA 94803	3641 BLACK FEATHER DR	24/12	322.68	45.00	367.68
4321920300 CHANG LI-LI	5536 CABRILLO NORTE RICHMOND CA 94803	5536 CABRILLO NORTE	24/12	360.31	45.00	405.31
4322100209 MATTHEWS VERLIE LYNETTE TRE	5308 WOODGATE CT RICHMOND CA 94803	5308 WOODGATE CT	24/12	91.97	45.00	136.97

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4333610048 SUDDUTH TRENT & CHERYL	5 POWDER BOWL CT RICHMOND CA 94803	5 POWDER BOWL CT	24/12	431.12	45.00	476.12
4333610204 SORIANO AGNES R	5377 HEAVENLY RIDGE LN RICHMOND CA 94803	5377 HEAVENLY RIDGE LN	24/12	219.89	45.00	264.89
4334100379 SCHIER JEFFREY F	1556 SOLITUDE LN RICHMOND CA 94803	1556 SOLITUDE LN	24/12	328.90	45.00	373.90
5070100085 BURROUGH JACOB D	3020 SHELDON DR EL SOBRANTE CA 94803	5517 COLUSA AVE	24/12	360.31	45.00	405.31
5070800072 NELSON JAY DOUGLAS	14905 DUBLIN AVE GARDENA CA 90249	6026 PLUMAS AVE	24/12	392.90	45.00	437.90
5080510083 RUSH ALEXANDER	1319 CARLSON BLVD RICHMOND CA 94804	1319 CARLSON BLVD	24/12	64.93	45.00	109.93
5081000027 GASKIN PAUL L	1302 SANTA CLARA ST RICHMOND CA 94804	1302 SANTA CLARA ST	24/12	830.48	45.00	875.48
5081310111 THAPA KAILASH	1472 MARIPOSA ST RICHMOND CA 94804	1472 MARIPOSA ST	24/12	224.43	45.00	269.43
5081600032 FIELDS JONATHAN	149 BELVEDERE ST SAN FRANCISCO CA 94117	1415 MONTEREY ST	24/12	389.57	45.00	434.57
5081920133 PATTIYAGE RAYMOND	1546 OSCAR ST RICHMOND CA 94804	1546 OSCAR ST	24/12	319.70	45.00	364.70
5082000059 BARAJAS MARIA IMELDA E	1153 87TH AVE OAKLAND CA 94621	5200 TEHAMA AVE	24/12	320.40	45.00	365.40

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5092100113 FRANKLIN CHRISTOPHER	1067 S 55TH ST RICHMOND CA 94804	1067 S 55TH ST	24/12	392.89	45.00	437.89
5092300093 LAURENT GWENDOLYN JUNE EST OF	5127 GATELY AVE RICHMOND CA 94804	5127 GATELY AVE	24/12	394.75	45.00	439.75
5092500098 THOMPSON CONNIE	5132 FALLON AVE RICHMOND CA 94804	5132 FALLON AVE	24/12	392.89	45.00	437.89
5092600112 BATTISTE HUEY P & GLORIA L	5212 CREEELY AVE RICHMOND CA 94804	5212 CREEELY AVE	24/12	384.61	45.00	429.61
5093000031 ANDREWS MITCHELL SCOTT	818 S 49TH ST RICHMOND CA 94804	818 S 49TH ST	24/12	392.90	45.00	437.90
5093100401 KEOBOUNHEUNG NOUKANH	4729 CYPRESS AVE RICHMOND CA 94804	4729 CYPRESS AVE	24/12	682.30	45.00	727.30
5093200334 ALHUZAIBI NAJI N	814 S 45TH ST RICHMOND CA 94804	814 S 45TH ST	24/12	389.57	45.00	434.57
5093600020 AGUILERA ERIC DAVID BELTRAN	4328 SYCAMORE AVE RICHMOND CA 94804	4328 SYCAMORE AVE	24/12	325.44	45.00	370.44
5100940245 HILTON VIEW LLC	97 MOZDEN LN PLEASANT HILL CA 94523	5229 FRESNO AVE	24/12	356.27	45.00	401.27
5100950038 ABDULLAH ADEL	1600 MACARTHUR BLVD OAKLAND CA 94602	5118 FRESNO AVE	24/12	360.31	45.00	405.31
5101230034 CORTESE MARGARET F TRE EST OF	6000 SACRAMENTO AVE RICHMOND CA 94804	6000 SACRAMENTO AVE	24/12	394.40	45.00	439.40

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5130210072 ALHUZAIBI NAJI NORMAN MOHSEN	800 CARLSON BLVD RICHMOND CA 94804	2607 OHIO AVE	24/12	1,442.74	45.00	1,487.74
5130210148 ALFARO PATRICIA	2707 OHIO AVE RICHMOND CA 94804	2707 OHIO AVE	24/12	233.81	45.00	278.81
5130230138 RIVERA JORGE A	2616 OHIO AVE RICHMOND CA 94804	2616 OHIO AVE	24/12	389.57	45.00	434.57
5130310021 SMITH-HODGE SONYA Y	2907 OHIO AVE RICHMOND CA 94804	2907 OHIO AVE	24/12	60.31	45.00	105.31
5130330136 BRIZUELA MAURICIO A LOPEZ	3128 OHIO AVE RICHMOND CA 94804	3128 OHIO AVE	24/12	400.78	45.00	445.78
5130360091 DUQUEZ ANGEL ESTUARDO & ERIKA	3020 FLORIDA AVE RICHMOND CA 94804	3020 FLORIDA AVE	24/12	338.05	45.00	383.05
5130440018 MARQUEZ DANIEL PENA	126 S 35TH ST RICHMOND CA 94804	126 S 35TH ST	24/12	394.04	45.00	439.04
5130440190 MASON THELMA	3531 CENTER AVE RICHMOND CA 94804	3531 CENTER AVE	24/12	409.26	45.00	454.26
5130480014 WEST DELORES M	7875 STERLING DR OAKLAND CA 94605	3501 FLORIDA AVE	24/12	232.75	45.00	277.75
5130480212 LYLES WILLIAM & BRENDA	144 S 35TH ST RICHMOND CA 94804	144 S 35TH ST	24/12	391.78	45.00	436.78
5130520041 MOORE EDDIE LEE & FREDDIE A	202 S 35TH ST RICHMOND CA 94804	202 S 35TH ST	24/12	205.66	45.00	250.66

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5130540247 PEARCE MICHAEL L & EMAGER	6145 BROADWAY OAKLAND CA 94618	3411 WALL AVE	24/12	712.56	45.00	757.56
5130710071 VEGA MARIA G	3803 OHIO AVE RICHMOND CA 94804	3803 OHIO AVE	24/12	453.37	45.00	498.37
5130730095 GOODWIN ANNA BELL	3954 OHIO AVE RICHMOND CA 94804	3954 OHIO AVE	24/12	402.64	45.00	447.64
5130750234 HARRIS EDDIE W JR TRE	2771 SHELTON DR EL SOBRANTE CA 94803	161 S 39TH ST	24/12	400.92	45.00	445.92
5130830119 HOWARD MICHAEL A	103 S 42ND ST RICHMOND CA 94804	103 S 42ND ST	24/12	392.90	45.00	437.90
5131200064 ORUKARI DEBORAH FAYE TRE	241 S 44TH ST RICHMOND CA 94804	241 S 44TH ST	24/12	392.90	45.00	437.90
5131320144 IRVING REMI	4305 OVEREND AVE RICHMOND CA 94804	4305 OVEREND AVE	24/12	406.73	45.00	451.73
5131320227 TOLIVER-COULTMAN ANGELA	4300 TAFT AVE RICHMOND CA 94804	4300 TAFT AVE	24/12	376.67	45.00	421.67
5131330168 VAUGHN GLORIA J	4225 TAFT AVE RICHMOND CA 94804	4225 TAFT AVE	24/12	392.90	45.00	437.90
5131420258 MELANCON JOSEPH C JR & JOANNE	312 S 39TH ST RICHMOND CA 94804	312 S 39TH ST	24/12	394.75	45.00	439.75
5131520073 AREBALO NELIDA	404 S 36TH ST RICHMOND CA 94804	404 S 36TH ST	24/12	382.00	45.00	427.00

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Owners Name	Billing Address	Service Address	Service Thru	RSS Charges	City Charge	Total Due
5131530197 PLASCENCIA ROBERTO	3512 WALL AVE RICHMOND CA 94804	3512 WALL AVE	24/12	104.45	45.00	149.45
5131630161 ALVAREZ CESAR GONZALEZ	2666 GIANT RD SAN PABLO CA 94806	429 S 35TH ST	24/12	382.94	45.00	427.94
5131630187 KHAN SHAHZADA	3627 FITZSIMMONS CMN FREMONT CA 94538	417 S 35TH ST	24/12	419.21	45.00	464.21
5131630203 BEAL LINDA JEAN	405 S 35TH ST RICHMOND CA 94804	405 S 35TH ST	24/12	410.09	45.00	455.09
5132360057 NANCE THATCHER P JR	118 CARMEL ST SAN PABLO CA 94806	621 S 52ND ST	24/12	320.69	45.00	365.69
5132950196 GOMEZ ALBERTO C	4817 FALL AVE RICHMOND CA 94804	4817 FALL AVE	24/12	380.27	45.00	425.27
5132950246 THOMPSON NONA B	4729 FALL AVE RICHMOND CA 94804	4729 FALL AVE	24/12	360.31	45.00	405.31
5133160423 MURPHY JAMES TRE	850 WHITE RIVER DR PROSPER TX 75078	4528 OVEREND AVE	24/12	392.90	45.00	437.90
5133810142 LOGGINS ALICE	239 S 47TH ST RICHMOND CA 94804	239 S 47TH ST	24/12	392.88	45.00	437.88
5133840214 WASHINGTON SEBASTIANA TRE	4422 WALL AVE RICHMOND CA 94804	4422 WALL AVE	24/12	127.71	45.00	172.71
5134020337 THAPA BUDDHI & SANGITA	800 N MONTEREY ST APT 109 ALHAMBRA CA 91801	4338 BERK AVE	24/12	277.61	45.00	322.61

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Owners Name	Billing Address	Service Address	Service Thru	RSS Charges	City Charge	Total Due
5134030419 DUCRE MORRIS & DORIS	4400 BELL AVE RICHMOND CA 94804	4400 BELL AVE	24/12	1,107.58	45.00	1,152.58
5134030484 BROWN BUDDY	4524 BELL CT RICHMOND CA 94804	4524 BELL CT	24/12	371.34	45.00	416.34
5140600130 PEREZ EPIGMENIO C	1606 14TH ST SAN PABLO CA 94806	1923 MACDONALD AVE	24/12	438.07	45.00	483.07
5141100106 ROYTMAN LAURA	2934 HILLTOP MALL RD #126 SAN PABLO CA 94806	445 22ND ST	24/12	1,425.12	45.00	1,470.12
5141200252 LINHART ROBERT R	1171 MUNICH ST SAN FRANCISCO CA 94112	400 20TH ST	24/12	6,636.59	45.00	6,681.59
5142200335 JOSEPH DEJAUNA ELAINE TRE	1535 RUBINO CT PLEASANTON CA 94566	507 23RD ST	24/12	941.82	45.00	986.82
5142400240 RAMOS JOSE JESUS & ANGELINA	624 21ST ST RICHMOND CA 94801	624 21ST ST	24/12	339.02	45.00	384.02
5143200169 LEMON CARLOS & ESPERANZA	1422 PENNSYLVANIA AVE RICHMOND CA 94801	1422 PENNSYLVANIA AVE	24/12	785.99	45.00	830.99
5150100021 2322 GRANT AVENUE LLC	2322 GRANT AVE RICHMOND CA 94804	2322 GRANT AVE	24/12	720.62	45.00	765.62
5152000039 JOURNEY HOSPITALITY INC	425 24TH ST RICHMOND CA 94804	425 24TH ST	24/12	10,021.27	45.00	10,066.27
5153200034 VANEK DAVID M & PATRICIA A	1027 BELL LN NAPA CA 94558	132 23RD ST	24/12	438.07	45.00	483.07

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5153900070 ORTIZ JAIME	2800 CHANSLOR AVE RICHMOND CA 94804	2800 CHANSLOR AVE	24/12	246.36	45.00	291.36
5153900120 GOMEZ ORQUIDIA	22 29TH ST RICHMOND CA 94804	22 29TH ST	24/12	285.12	45.00	330.12
5160100235 GARDIZI HAIDER M	2921 BARRETT AVE RICHMOND CA 94804	2921 BARRETT AVE	24/12	392.90	45.00	437.90
5161100044 WADLEY HADHARI TRE	PO BOX 247 SUISUN CITY CA 94585	465 35TH ST	24/12	1,349.34	45.00	1,394.34
5162100076 RICHMOND COM PROP DONATION LLC	3260 BLUME DR STE 110 SAN PABLO CA 94806	3524 MACDONALD AVE	24/12	863.64	45.00	908.64
5162200082 PHO JOSEPH & MAY K TRE	3602 BISSELL AVE RICHMOND CA 94805	3602 BISSELL AVE	24/12	392.90	45.00	437.90
5172020124 HASAN DONALD H & VALERIE D TRE	275 DUPERU DR CROCKETT CA 94525	3803 MACDONALD AVE	24/12	392.86	45.00	437.86
5173200287 4040 RICHMOND LLC	6933 SHADY LAKE LN GRANITE BAY CA 95746	4040 MACDONALD AVE	24/12	2,843.99	45.00	2,888.99
5181400135 HERNANDEZ RICARDO O & CECILIA	728 35TH ST RICHMOND CA 94805	728 35TH ST	24/12	744.02	45.00	789.02
5182000074 VIRGO JOSEPH P	675 32ND ST RICHMOND CA 94804	675 32ND ST	24/12	392.70	45.00	437.70
5182100247 AGGARWAL RENU & VIKRAM	692 30TH ST RICHMOND CA 94804	692 30TH ST	24/12	753.20	45.00	798.20

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5183600104 TUCKER HALEY V	613 43RD ST RICHMOND CA 94805	613 43RD ST	24/12	289.83	45.00	334.83
5190400225 ATTARAN MOHAMMAD MEHDI TRE	687 HUMBOLDT ST RICHMOND CA 94805	687 HUMBOLDT ST	24/12	329.51	45.00	374.51
5200100013 HANSEN LAWRENCE R	5601 DOREMUS AVE RICHMOND CA 94805	5601 DOREMUS AVE	24/12	384.61	45.00	429.61
5201220026 BOUNTHAVHY CHANH	5616 MARIN AVE RICHMOND CA 94805	5616 MARIN AVE	24/12	415.04	45.00	460.04
5230130014 SOBERANES JUAN	1064 LASSEN ST SAN PABLO CA 94805	1064 LASSEN ST	24/12	392.90	45.00	437.90
5230410143 MINHE INC	12620 SAN PABLO AVE RICHMOND CA 94805	12620 SAN PABLO AVE	24/12	2,337.58	45.00	2,382.58
5230810102 XIAO HAN JIE	876 HUMBOLDT ST RICHMOND CA 94805	876 HUMBOLDT ST	24/12	682.30	45.00	727.30
5240400167 SAETANE CHANH & CHENG K	907 36TH ST RICHMOND CA 94805	907 36TH ST	24/12	274.50	45.00	319.50
5241900157 BROWN RAYALDO & VANETTA	3701 GARVIN AVE RICHMOND CA 94805	3701 GARVIN AVE	24/12	392.90	45.00	437.90
5242510070 YU XIONG WEI	450 WILSON AVE RICHMOND CA 94805	776 36TH ST	24/12	360.31	45.00	405.31
5260200281 FERNANDEZ NORMAN O	3438 MARICOPA AVE RICHMOND CA 94804	3438 MARICOPA AVE	24/12	392.88	45.00	437.88

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5260400030 KIM SANG PIL & NAM IM	12989 SAN PABLO AVE RICHMOND CA 94805	12989 SAN PABLO AVE	24/12	392.90	45.00	437.90
5262800104 LAMICHHANE RAJ	2888 RHEEM AVE RICHMOND CA 94804	2888 RHEEM AVE	24/12	389.57	45.00	434.57
5263220179 WORTHINGTON NELL V	2845 MORAN AVE RICHMOND CA 94804	2845 MORAN AVE	24/12	392.92	45.00	437.92
5270710014 RODRIGUEZ CARLOS G	1540 26TH ST RICHMOND CA 94806	1540 26TH ST	24/12	391.42	45.00	436.42
5270820078 NGUYEN THANG TRONG TRE	1525 26TH ST RICHMOND CA 94806	1525 26TH ST	24/12	395.64	45.00	440.64
5271320045 SERRANO VERONICA	623 19TH ST #27 RICHMOND CA 94801	1148 23RD ST	24/12	198.19	45.00	243.19
5280200147 PENADO JOSE FRANCISCO TRE	1715 PENNSYLVANIA AVE RICHMOND CA 94801	2535 ANDRADE AVE	24/12	738.77	45.00	783.77
5281510239 LEDESMA ADAN	922 24TH ST RICHMOND CA 94804	922 24TH ST	24/12	390.95	45.00	435.95
5281610195 BAHAMONDES LEOPOLD JOHN TRE	235 MONCADA WAY SAN FRANCISCO CA 94127	2359 WENDELL AVE	24/12	170.17	45.00	215.17
5282200186 TATE MARGARET	1926 W 76TH ST LOS ANGELES CA 90047	2717 GARVIN AVE	24/12	112.30	45.00	157.30
5282300184 LEE AUDRY	430 RAMSELL ST SAN FRANCISCO CA 94132	2525 GARVIN AVE	24/12	392.90	45.00	437.90

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5282300309 BLANCO ADRIANA C	2440 GAYNOR AVE RICHMOND CA 94804	2440 GAYNOR AVE	24/12	392.71	45.00	437.71
5283100088 SPENCER RICHARD SR & HILDA	2640 CLINTON AVE RICHMOND CA 94804	2640 CLINTON AVE	24/12	393.13	45.00	438.13
5283600251 HOU HONG MEI	1541A IRVING ST SAN FRANCISCO CA 94122	2354 DOWNER AVE	24/12	863.72	45.00	908.72
5290600278 NAVARRO EDGAR VILLA	2011 ESMOND AVE RICHMOND CA 94801	2011 ESMOND AVE	24/12	420.84	45.00	465.84
5290900082 URIARTE JESUS A	1758 ESMOND AVE RICHMOND CA 94801	1758 ESMOND AVE	24/12	382.18	45.00	427.18
5291000056 CARRANZA LORENZO H & MONICA	1536 ESMOND AVE RICHMOND CA 94801	1536 ESMOND AVE	24/12	360.31	45.00	405.31
5291100070 SZWANЕК JUDY	1334 ESMOND AVE RICHMOND CA 94801	1334 ESMOND AVE	24/12	392.90	45.00	437.90
5291300241 GOMEZ ROLANDO R TRE	1454 QUESADA AVE SAN FRANCISCO CA 94124	1325 GARVIN AVE	24/12	393.34	45.00	438.34
5291300324 LINHART ROBERT R	1171 MUNICH ST SAN FRANCISCO CA 94112	1341 GARVIN AVE	24/12	2,312.78	45.00	2,357.78
5291500014 DANIELS TIMOTHY L TRE	38 LOVELL AVE MILL VALLEY CA 94941	1700 GAYNOR AVE	24/12	361.99	45.00	406.99
5291500188 HERNANDEZ JOSE S & DELMY E	1721 GARVIN AVE RICHMOND CA 94801	1721 GARVIN AVE	24/12	370.20	45.00	415.20

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5291910080 GARCIA NORA EMELY	737 21ST ST RICHMOND CA 94801	737 21ST ST	24/12	482.30	45.00	527.30
5292300273 PAVLOVSKY NATALY	2934 HILLTOP MALL RD 126 SAN PABLO CA 94806	1335 BURBECK AVE	24/12	1,068.83	45.00	1,113.83
5292810024 WILLIS RALPH & MARILYN	10 KITTIWAKE RD ORINDA CA 94563	2022 BURBECK AVE	24/12	392.90	45.00	437.90
5292810065 DEL CID NORA NOEMI	661 21ST ST RICHMOND CA 94801	661 21ST ST	24/12	392.64	45.00	437.64
5292820171 ANICAMA MARIO ANTHONY TRE	700 21ST ST RICHMOND CA 94801	700 21ST ST	24/12	320.69	45.00	365.69
5292820189 AYALA FRANCISCO	706 21ST ST RICHMOND CA 94801	706 21ST ST	24/12	392.90	45.00	437.90
5300900114 RODRIGUEZ SERGIO TRE	423 DAYTON AVE SANTA CLARA CA 95051	1769 RHEEM AVE	24/12	382.19	45.00	427.19
5300900189 PACAS ANA M	1721 RHEEM AVE RICHMOND CA 94801	1721 RHEEM AVE	24/12	393.43	45.00	438.43
5301400023 MIRANDA RAMON M	1710 RHEEM AVE RICHMOND CA 94801	1710 RHEEM AVE	24/12	392.90	45.00	437.90
5302000061 CAO JUN	1711 SUMMER LN SAN PABLO CA 94806	1902 DUNN AVE	24/12	374.22	45.00	419.22
5302400113 PARRA MARIA GUADALUPE	1761 COALINGA AVE RICHMOND CA 94801	1761 COALINGA AVE	24/12	439.08	45.00	484.08

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5302500102 WILLIAMS OSCAR C SR	1628 HELLINGS AVE RICHMOND CA 94801	1628 HELLINGS AVE	24/12	392.56	45.00	437.56
5302600225 DELGADO MANUEL N & DONNA K	1401 COALINGA AVE RICHMOND CA 94801	1401 COALINGA AVE	24/12	392.78	45.00	437.78
5302800056 PAYSINGER LORENE TRE	PO BOX 2863 RICHMOND CA 94802	1328 VISALIA AVE	24/12	758.66	45.00	803.66
5302800122 DELGADO FERMIN & ALICE M	1419 LINCOLN AVE RICHMOND CA 94801	1419 LINCOLN AVE	24/12	434.96	45.00	479.96
5303200207 VARGAS MARGARITA & JOSE	1811 VISALIA AVE RICHMOND CA 94801	1811 VISALIA AVE	24/12	385.25	45.00	430.25
5340110104 MERRITT PAUL EST OF	915 7TH ST RICHMOND CA 94801	915 7TH ST	24/12	190.42	45.00	235.42
5340110161 PAVLOVSKY ALEX	3220 BLUME DR STE 281 SAN PABLO CA 94806	617 LINCOLN AVE	24/12	785.82	45.00	830.82
5340220242 ALHUZAIBI NOMAN	800 CARLSON BLVD RICHMOND CA 94804	800 6TH ST	24/12	1,068.83	45.00	1,113.83
5340230209 PAVLOVSKY NATALYA	123 FEY DR BURLINGAME CA 94010	857 8TH ST	24/12	1,441.48	45.00	1,486.48
5340310068 MOORE EARLIE M	237 N GRANT ST SAN MATEO CA 94401	852 8TH ST	24/12	384.61	45.00	429.61
5340630259 LOPEZ CLAUDIA E AMAYA	900 LUCAS AVE RICHMOND CA 94801	900 LUCAS AVE	24/12	240.00	45.00	285.00

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5340820256 RODRIGUEZ MARIO QUINTERO	727 6TH ST RICHMOND CA 94801	727 6TH ST	24/12	389.57	45.00	434.57
5341020112 BELL ALLEGRA LUCINDA TRE	679 3RD ST RICHMOND CA 94801	679 3RD ST	24/12	320.69	45.00	365.69
5341310109 CASTRO JOSE L	681 8TH ST RICHMOND CA 94801	681 8TH ST	24/12	426.54	45.00	471.54
5341320041 MERCADO MAURILIO JR	2643 APPIAN WAY STE K PINOLE CA 94564	684 8TH ST	24/12	397.13	45.00	442.13
5341810173 CHAVEZ JAIME JR EST OF	3044 GLYNIS DR SAN PABLO CA 94806	632 9TH ST	24/12	392.56	45.00	437.56
5341820065 VILLASENOR NORA YOLANDA	635 9TH ST RICHMOND CA 94801	635 9TH ST	24/12	67.14	45.00	112.14
5342010211 MENDEZ ELADIO	513 RIPLEY AVE RICHMOND CA 94801	513 RIPLEY AVE	24/12	392.89	45.00	437.89
5342010252 PAVLOVSKY ALEX	3220 BLUME DR STE 281 RICHMOND CA 94806	626 5TH ST	24/12	1,091.62	45.00	1,136.62
5342110045 SMITH JOEY D	620 4TH ST RICHMOND CA 94801	620 4TH ST	24/12	320.69	45.00	365.69
5342120168 KUO SIMON JIANG-KUO TRE	40170 CANYON HEIGHTS DR FREMONT CA 94539	628 3RD ST	24/12	145.57	45.00	190.57
5342210324 HOLLAND YVETTE	229 RIPLEY AVE RICHMOND CA 94801	229 RIPLEY AVE	24/12	384.61	45.00	429.61

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5342220042 DECLOUET CHRISTOPHER & NICOLE	653 2ND ST RICHMOND CA 94801	653 2ND ST	24/12	743.98	45.00	788.98
5342500088 CASTANEDA JUDITH	531 A ST RICHMOND CA 94801	531 A ST	24/12	876.12	45.00	921.12
5343140231 JACKSON RUTH M	571 8TH ST RICHMOND CA 94801	567 7TH ST	24/12	392.90	45.00	437.90
5343500103 LARIN JORGE L RUIZ	531 12TH ST RICHMOND CA 94801	531 12TH ST	24/12	682.30	45.00	727.30
5343600044 HENLINE DARYL ALBAN	1228 ROOSEVELT AVE RICHMOND CA 94801	1228 ROOSEVELT AVE	24/12	395.82	45.00	440.82
5380500073 CARRILLO EDWIN A GUERRA	234 BARRETT AVE RICHMOND CA 94801	234 BARRETT AVE	24/12	393.29	45.00	438.29
5380500297 REYES RUBEN C	460 2ND ST RICHMOND CA 94801	460 2ND ST	24/12	393.04	45.00	438.04
5380500305 ZHANG YANTING	270 EL NIDO RD PORTOLA VALLEY CA 94028	210 BARRETT AVE	24/12	1,178.63	45.00	1,223.63
5380600030 ALVAREZ IRVIN BEZAI RODAS	312 BARRETT AVE RICHMOND CA 94801	312 BARRETT AVE	24/12	203.03	45.00	248.03
5380600048 ROYTMAN LEON	2934 HILLTOP MALL RD #126 SAN PABLO CA 94806	316 BARRETT AVE	24/12	1,425.12	45.00	1,470.12
5381610079 PAYSINGER LORENE TRE	2320 ALVA AVE EL CERRITO CA 94530	230 NEVIN AVE	24/12	751.97	45.00	796.97

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5381610103 DING XIAO XI	2894 17TH ST SAN PABLO CA 94806	327 3RD ST	24/12	147.77	45.00	192.77
5381810349 CRUZ JOSE ANTONIO	235 2ND ST RICHMOND CA 94801	235 2ND ST	24/12	392.90	45.00	437.90
5382000205 CRUZ MARIA D TRE	230 2ND ST RICHMOND CA 94801	220 3RD ST	24/12	785.57	45.00	830.57
5382100153 MERCADO MAGDA Z	2643 APPIAN WAY STE K PINOLE CA 94564	421 BISSELL AVE	24/12	481.02	45.00	526.02
5382310018 CHAVEZ JAIME & ENA A	277 8TH ST RICHMOND CA 94801	277 8TH ST	24/12	320.69	45.00	365.69
5382500295 AGUILAR PLACIDI	866 BISSELL CT RICHMOND CA 94801	866 BISSELL CT	24/12	378.16	45.00	423.16
5383000030 508 BISSELL AVENUE LLC	1547 PALOS VERDES MALL WALNUT CREEK CA 94597	508 BISSELL AVE	24/12	1,336.10	45.00	1,381.10
5383000196 WILLIAMS CLEASTER EST OF	2717 16TH ST #2 SAN PABLO CA 94806	106 5TH ST	24/12	392.88	45.00	437.88
5383000253 VILLARUEL ELISEO	144 5TH ST RICHMOND CA 94801	142 5TH ST	24/12	762.62	45.00	807.62
5383100103 ZHANG YANTING	270 EL NIDO RD PORTOLA VALLEY CA 94028	129 5TH ST	24/12	754.14	45.00	799.14
5383100178 POSADAS HECTOR MAYA	401 CHANSLOR AVE RICHMOND CA 94801	401 CHANSLOR AVE	24/12	391.45	45.00	436.45

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5383500377 ROYTMAN LAURA	2643 APPIAN WAY STE K PINOLE CA 94564	10 1ST ST	24/12	1,425.12	45.00	1,470.12
5383500401 ROYTMAN LAURA	2934 HILLTOP MALL RD 126 SAN PABLO CA 94806	3 2ND ST	24/12	1,425.12	45.00	1,470.12
5401400055 RICH CITY	1500 MACDONALD AVE UNIT C RICHMOND CA 94801	1428 MACDONALD AVE	24/12	987.60	45.00	1,032.60
5403800120 BRADFORD BARBARA J	1829 OHIO AVE RICHMOND CA 94804	1829 OHIO AVE	24/12	394.75	45.00	439.75
5403800229 JACKSON RUTH M	571 8TH ST RICHMOND CA 94801	1800 CHANSLOR AVE	24/12	2,251.44	45.00	2,296.44
5404000084 TEASLEY CHERYL LYNN	4509 BELL CT RICHMOND CA 94804	2037 OHIO AVE	24/12	524.20	45.00	569.20
5404100066 ROYTMAN LAURA	2934 HILLTOP MALL RD 126 SAN PABLO CA 94806	2209 OHIO AVE	24/12	1,425.12	45.00	1,470.12
5404801028 CONWAY TYLER ANTHONY	1235 CARRISON ST APT 4 BERKELEY CA 94702	312 MARINA WAY	24/12	392.90	45.00	437.90
5440310182 WARD ROBBIE	126 MARINA WAY S RICHMOND CA 94804	126 MARINA WAY S	24/12	384.61	45.00	429.61
5440410131 GARCIA ADELAIDA	117 S 18TH ST RICHMOND CA 94804	117 S 18TH ST	24/12	391.82	45.00	436.82
5440520186 CASTILLO ANGEL	2027 FLORIDA AVE RICHMOND CA 94804	2027 FLORIDA AVE	24/12	326.20	45.00	371.20

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5440720034 ROLLINS EARVIE	228 S 22ND ST RICHMOND CA 94804	228 S 22ND ST	24/12	393.13	45.00	438.13
5440910114 HOSKINS BETTY LOUISE TRE	1700 FLORIDA AVE RICHMOND CA 94804	1700 FLORIDA AVE	24/12	392.89	45.00	437.89
5441620167 MOORE GUY	1817 VIRGINIA AVE RICHMOND CA 94804	1817 VIRGINIA AVE	24/12	320.69	45.00	365.69
5441710158 HENRY NATANYA KENYA	347 S 20TH ST RICHMOND CA 94804	347 S 20TH ST	24/12	389.57	45.00	434.57
5441820064 RIGSBY BRENDA J	301 S 23RD ST RICHMOND CA 94804	301 S 23RD ST	24/12	170.66	45.00	215.66
5441910246 ROBERTSON LINDSEY ALLEN TRE	444 S 21ST ST RICHMOND CA 94804	444 S 21ST ST	24/12	384.61	45.00	429.61
5441920021 GABRIEL DARRIN	1791 HARMONY WAY PITTSBURG CA 94565	440 S 22ND ST	24/12	1,425.12	45.00	1,470.12
5442110127 MCCRAY JOHNNIE LEE	433 S 18TH ST RICHMOND CA 94804	433 S 18TH ST	24/12	181.26	45.00	226.26
5442320155 ROYTMAN LEON	2934 HILLTOP MALL RD #126 SAN PABLO CA 94806	432 MARINA WAY S	24/12	1,425.12	45.00	1,470.12
5442810163 TORRES GLORIA ISABEL TORRES	1701 POTRERO AVE RICHMOND CA 94804	1701 POTRERO AVE	24/12	317.96	45.00	362.96
5443020150 ORELLANA-HERNANDEZ JOSE A	2217 POTRERO AVE RICHMOND CA 94804	2217 POTRERO AVE	24/12	719.04	45.00	764.04

Prog: BIDIV556
Date: 2/10/25
Time: 9:00:50
PRELIMINARY LIEN LIST NO CONSOLIDATION

PRELIMINARY LIEN LISTS
HEARING DATES
02/2025

Levy Code: HR

As Of 2/10/25

Owners Name	Billing Address	Service Address	Service Thru	RSS Charges	City Charge	Total Due
5490200424 SPEARS DENISE M	2533 MAINE AVE RICHMOND CA 94804	2533 MAINE AVE	24/12	311.71	45.00	356.71
5490410221 BLIN JEROME C	334 S 25TH ST RICHMOND CA 94804	334 S 25TH ST	24/12	207.84	45.00	252.84
5490620043 RODAS GLENDY	434 S 29TH ST RICHMOND CA 94804	434 S 29TH ST	24/12	392.90	45.00	437.90
5490720124 PRECIADO SAMUEL	446 SPRING ST RICHMOND CA 94804	446 SPRING ST	24/12	320.69	45.00	365.69
5491020136 DICKY JACQUES A	430 S 24TH ST RICHMOND CA 94804	430 S 24TH ST	24/12	392.90	45.00	437.90
5491500111 GONZALEZ REFUGIO	533 S 28TH ST RICHMOND CA 94804	533 S 28TH ST	24/12	392.90	45.00	437.90
5491910062 ROYTMAN LEON	2934 HILLTOP MALL RD #126 SAN PABLO CA 94806	2816 CUTTING BLVD	24/12	1,425.12	45.00	1,470.12
5492020275 TILLMAN DANIELLE	2912 BONDS LN RICHMOND CA 94804	2912 BONDS LN	24/12	392.90	45.00	437.90
5501420136 REDIC ULIS G & GAYLE D TRE	431 FLORIDA AVE RICHMOND CA 94804	421 FLORIDA AVE	24/12	67.73	45.00	112.73
5501520034 REDIC ULIS GEORGE & GAYLE D	431 FLORIDA AVE RICHMOND CA 94804	418 FLORIDA AVE	24/12	736.98	45.00	781.98
5501920085 NELSON CLAUDIA S	334 S 6TH ST RICHMOND CA 94804	334 S 6TH ST	24/12	744.02	45.00	789.02

Levy Code: HR

As Of 2/10/25

Owners Name	Billing Address	Service Address	Service Thru	RSS Charges	City Charge	Total Due
5502010043 CREER PRISCILLA A	1206 PALMER AVE SAN PABLO CA 94806	210 S 5TH ST	24/12	392.90	45.00	437.90
5502020232 CHAVEZ YURITZIA AIDE MALDONADO	248 S 6TH ST RICHMOND CA 94804	248 S 6TH ST	24/12	819.17	45.00	864.17
5502120198 RIVERA JAVIER CAMACHO	121 S 7TH ST RICHMOND CA 94804	121 S 7TH ST	24/12	187.93	45.00	232.93
5581100053 MARCHESIELLO GIANFRANCO TRE	1 W RICHMOND AVE RICHMOND CA 94801	1 W RICHMOND AVE	24/12	7,366.48	45.00	7,411.48
5582920202 GOLDEN STALLION INVESTMNT LLC	728 STRATFORD RD OAKLAND CA 94610	206 MARTINA ST	24/12	285.40	45.00	330.40
5583000152 TIPTON JOSEPH M & SUSANNA	2838 WRIGHT AVE PINOLE CA 94564	145 EDDY ST	24/12	635.93	45.00	680.93
5583120018 BERMUDEZ JONATHAN IVAN	201 TEWKSBURY AVE RICHMOND CA 94801	201 TEWKSBURY AVE	24/12	179.24	45.00	224.24
5604400035 NIEHAUS JOHN	1409 SANDPIPER SPIT RICHMOND CA 94801	1409 SANDPIPER SPIT	24/12	392.56	45.00	437.56
5604400449 PAULE IRENEE	1456 SANDPIPER SPIT RICHMOND CA 94801	1456 SANDPIPER SPIT	24/12	392.90	45.00	437.90
5608000567 WATHORE DIPAK	1402 JETTY DR RICHMOND CA 94804	1402 JETTY DR	24/12	389.57	45.00	434.57
5612110105 MENDOZA JOSE A	533 WILLARD AVE RICHMOND CA 94801	533 WILLARD AVE	24/12	411.20	45.00	456.20

Prog: BIDIV556
Date: 2/10/25
Time: 9:00:50
PRELIMINARY LIEN LIST NO CONSOLIDATION

PRELIMINARY LIEN LISTS
HEARING DATES
02/2025

Levy Code: HR

As Of 2/10/25

Owners Name	Billing Address	Service Address	Service Thru	RSS Charges	City Charge	Total Due

CONTROL TOTALS . . .	1100	Records		547,622.92	49,500.00	597,122.92

RESOLUTION NO. ____

**RESOLUTION OF THE COUNCIL OF THE CITY OF RICHMOND, CALIFORNIA,
LEVYING SPECIAL ASSESSMENTS FOR UNPAID WASTE COLLECTION SERVICE
CHARGES ON CERTAIN LANDS SITUATED IN THE CITY OF RICHMOND,
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA**

WHEREAS, the premises located in the City of Richmond, County of Contra Costa, State of California, and described in Exhibit A attached hereto and by this reference incorporated herein, were provided with waste collection service as required by RMC Chapter 9.20; and

WHEREAS, the premises located in the City of Richmond, County of Contra Costa, State of California, and described in Exhibit A attached hereto and by this reference incorporated herein, were provided with waste collection service as required by RMC Chapter 9.20; and

WHEREAS, pursuant to the provisions of Section 9.20.110, and Article 4 of Chapter 6 of Part 3 of Division 5 of the California Health and Safety Code, commencing with section 5470, the owners of said premises were notified in writing of their requirement to subscribe to waste collection services and make payments as required by said code sections; and

WHEREAS, said owners of the premises failed to make payments for waste collection services as required; and

WHEREAS, as a result thereof, the City of Richmond has incurred charges for delinquent waste collection charges and administrative costs, which amounts remain unpaid; and

WHEREAS, said delinquent waste collection service charges and administrative costs are enumerated in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 9.20.110 of the Municipal Code of the City of Richmond, the City Council of the City of Richmond does hereby lien and levy a special assessment against each premises, in the amounts as identified for each specific premise listed in the Exhibit A which is attached hereto and incorporated herein by this reference.

BE IT FURTHER RESOLVED that Exhibit A may be amended to delete any enumerated waste collection service charges and administrative costs paid before special assessments authorized hereby are forwarded to the County Recorder of Contra Costa County, California.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to record this resolution, together with Exhibit A as may be amended, with the Office of the County Recorder of Contra Costa County, California.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to deliver a copy of this resolution to the Director of Finance of the City of Richmond, and that the Director

Exhibit 2 - Garbage Lien Resolution

of Finance is authorized to cause the above amounts to be collected in the manner provided by law for collection of special assessments.

I certify that the foregoing resolution was passed and adopted by the Council of the City of Richmond, California at a regular meeting thereof held March 11, 2025, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Clerk of the City of Richmond

(SEAL)

Approved:

Mayor

Approved as to form:

City Attorney



AGENDA REPORT

Library and Community Service

DATE:	March 11, 2025
TO:	Mayor Martinez and Members of the City Council
FROM:	Sam Vaughn, Deputy Director of Community Services – Office of Neighborhood Safety
Subject:	Grant Award from the Chevron Community Engagement Foundation
FINANCIAL IMPACT:	The receipt of this grant will provide \$35,000 to the Office of Neighborhood Safety to enhance street outreach/mobile crises response.
PREVIOUS COUNCIL ACTION:	None
STATEMENT OF THE ISSUE:	City staff is requesting acceptance and appropriation of the grant award from the Chevron Community Engagement Foundation in the amount of \$35,000 to enhance Street Outreach/Mobile Crises response to Richmond citizens in need and provide necessities for participants.
RECOMMENDED ACTION:	ADOPT a resolution to ACCEPT and APPROPRIATE a grant award from the Chevron Community Engagement Foundation for the Office of Neighborhood Safety (ONS) to Enhance Street Outreach/Mobile Crises Response – Community Services Department (Sam Vaughn 510-620- 5404)

DISCUSSION:

The City of Richmond Office of Neighborhood Safety (ONS) has been awarded a grant in the amount of \$35,000. This grant has been provided by the Chevron Community Engagement Foundation. These funds will be used to enhance Street Outreach/Mobile crisis response to Richmond citizens in need and provide necessities for participants ranging from supportive and connective services, such as groceries, emergency housing, transportation cards, clothing, hygiene items, acquiring official government documents or identification materials, etc. The grant funds will help support the work being done by the recently established Community Crisis Response Program (CCRP).

CCRP will provide community-focused, trauma-informed, and healing-centered responses to Richmond residents when needed. By utilizing mobile community responders with strong ties and connections to Richmond, residents will receive crisis support from responders who can respond in a respectful and non-stigmatizing manner.

DOCUMENTS ATTACHED:

Attachment 1 – Grant Award Letter

Attachment 2 – Resolution



Lily Rahnema
Community Engagement Manager

December 12, 2024

Sam Vaughn
Deputy Director
City of Richmond – Office of Neighborhood Safety
440 Civic Center Plaza
Richmond, CA 94804

Dear Sam,

As an expression of our Chevron Way values, Chevron Richmond believes supporting local communities is our responsibility as a good neighbor. We are committed to making social investments that will expand economic development and improve social well-being through capacity building and community investment. We focus on funding results-oriented organizations, enabling our contributions to have a greater impact in the community. Last year, we contributed over \$2.3 million to organizations dedicated to improving the quality of life in Richmond and West Contra Costa County.


We recognize your organization plays a key role in the Richmond and West Contra Costa communities and we welcome the opportunity to partner with you. We are pleased to award you a check in the amount of \$35,000 in support of Operation Peacemaker Fellowship.

In order for Chevron to comply with the Revenue Reconciliation Act of 1993, **you must acknowledge this contribution by completing the attached form within 15 days of receipt and returning the form.**

Likewise, by accepting this grant sponsorship you also acknowledge that Chevron shall be permitted and retains a right to refer to City of Richmond – Office of Neighborhood Safety and/or use City of Richmond – Office of Neighborhood Safety trademarks to identify City of Richmond – Office of Neighborhood Safety as the beneficiary and recipient of the Grant Funds. **Please acknowledge receipt of this check by signing this letter on the signature line below and returning a scanned copy to vrobles@chevron.com or via mail to: Chevron Products Company, Attention: Veronica Robles, 841 Chevron Way – TC 341, Richmond, CA 94801.**



Name



Title

Sincerely,
Lily Rahnema

Richmond Refinery
Chevron U.S.A. Inc.
841 Chevron Way
Richmond, CA 94801
Tel 510 242 5403
lilyrahnema@chevron.com

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHMOND,
CALIFORNIA, ACCEPTING AND APPROPRIATING THE GRANT AWARD
PROVIDED BY THE CHEVRON COMMUNITY ENGAGEMENT FOUNDATION
IN THE AMOUNT OF \$35,000.**

WHEREAS Chevron Richmond, through their Community Engagement Foundation, has awarded the City of Richmond’s Office of Neighborhood Safety (ONS) grant funds in the amount of \$35,000; and

WHEREAS ONS intends to use the grant funds to enhance Street Outreach and Mobile Crisis Response in an effort to provide Richmond residents in crisis with the appropriate care and necessities they require.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby accepts and appropriates the grant award from the Chevron Community Engagement Foundation in the amount of \$35,000 to ONS to provide community-focused, trauma-informed, and healing-centered responses to Richmond residents when needed to support the ONS mission to enhance street outreach and mobile crisis response supported by the Community Crisis Response Program.

BE IT FURTHER RESOLVED that the City/ONS agrees to the terms required by the Chevron Community Engagement Foundation to fulfill the obligations of this grant award.

I certify that the foregoing resolution was passed and adopted by the City Council of the City of Richmond at a regular meeting thereof held on _____, 2025, by the following vote:

- AYES:
- NOES:
- ABSTENTIONS:
- ABSENT:

CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:

Mayor

Approved as to form:

City Attorney

State of California }
County of Contra Costa : ss.
City of Richmond }

I certify that the foregoing is a true copy of **Resolution No.** _____, finally passed and adopted by the City Council of the City of Richmond at a regular meeting held on Mmmm dd, yyyy.

Pamela Christian, Clerk of the City of Richmond



AGENDA REPORT

Public Works

DATE:	March 11, 2025
TO:	Mayor Martinez and Members of the City Council
FROM:	Daniel Chavarria, PE, Director of Public Works Robert Armijo, PE, Deputy Director of Public Works / City Engineer Hillal Hamdan, PE, Senior Civil Engineer
Subject:	Approval of OBAG3 Grant Appropriation and Contract Award for McBryde Avenue Improvement Project
FINANCIAL IMPACT:	The City has been awarded grant funding from One Bay Area Grant 3 (OBAG3) in the amount of \$1,028,000 for design and construction of the McBryde Avenue Improvement Project. Additional funding is also available in the amount of \$260,000 from the General Capital Fund. Total funds presently committed for this project are \$1,288,000. This contract is fully funded by OBAG3. (Account String: 15436431-400733-23039, 20136031-400733-23039)
PREVIOUS COUNCIL ACTION:	December 20, 2022
STATEMENT OF THE ISSUE:	City staff are seeking City Council approval to accept and appropriate OBAG3 Grant funds for the McBryde Avenue Improvement Project and award a contract for engineering design services for the McBryde Avenue Improvement Project to BKF Engineers in an amount not to exceed \$560,000, which includes a contract amount of \$539,200 plus a contingency in the amount of \$20,800.
RECOMMENDED ACTION:	ADOPT a resolution to ACCEPT and APPROPRIATE One Bay Area Grant 3 (OBAG3) Grant funds in the amount of \$1,028,000 for the McBryde Avenue Improvement Project; AUTHORIZE the City Manager or

	her designee to execute a contract with BKF Engineers for engineering design services for the McBryde Avenue Improvement Project in a not-to-exceed amount of \$539,200, with a contract term from February 25, 2025, through December 31, 2026; and AUTHORIZE the Public Works Director to approve a contingency amount of up to \$20,800 to facilitate project completion – Public Works Department (Hillal Hamdan 510-621-1612 / Robert Armijo 510-620-5477 / Daniel Chavarria 510-620-5478).
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DISCUSSION

McBryde Avenue is identified in Richmond’s Bicycle Master Plan as a key bike route connecting neighborhoods to Wildcat Canyon Regional Park and existing bikeways, including 37th Street. The McBryde Avenue Improvement Project (Project) will enhance multimodal transportation, improve safety, and create a more accessible corridor for all users. This Project repurposes vehicle lanes to include protected bike lanes, buffered zones, and upgraded pedestrian infrastructure. Key features include lane reductions, curb ramp upgrades, high-visibility crosswalks, sidewalk extensions, realigned intersections, and a traffic circle to improve pedestrian pathways. New street trees will also enhance the corridor’s aesthetics and environmental impact.

On January 26, 2022, the Metropolitan Transportation Commission (MTC) adopted Resolution 4505 awarding the City of Richmond One Bay Area Grant 3 (OBAG3) grant funding in the amount of \$1,028,000 for the McBryde Avenue Safe Routes to Parks Project to be funded in fiscal years 2022-23 through 2025-26 (Attachment 1).

On November 1, 2024, City staff issued a Request for Proposals (RFP) for engineering design services for the Project (Attachment 4). In response to the RFP, staff received three proposals from qualified engineering firms. A panel of public works staff members who possess the technical and engineering expertise to effectively evaluate engineering proposals reviewed the proposals. Selection criteria included relevant project experience, understanding of the scope of work, ability to meet the deadline, and capacity to operate within budget.

The panel identified BKF Engineers as the best fit for engineering design services based upon their expertise in similar projects, their deep understanding of the project scope of work and approach to completing the project, and their emphasis on a strong community engagement process.

Consulting Firms	Rater 1	Rater 2	Rater 3
1. BKF	96	96	98
2. CSG	91	92	95

3. CSWST2	88	88	94
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In conclusion, City staff is seeking approval of a resolution to accept and appropriate the grant awarded by OBAG3 in the amount of \$1,028,000 for the McBryde Avenue Improvement Project, to amend the Engineering 2024-25 fiscal year budget, and authorize the City Manager or her designee to execute a contract with BKF Engineers for a total not-to-exceed amount of \$539,200, and authorize the Public Works Director to approve any amendments to the contract, if necessary, for a contingency up to an amount of \$20,800 to facilitate project completion.

DOCUMENTS ATTACHED:

- Attachment 1 – OBAG3 Grant Award Resolution 4505
- Attachment 2 – Resolution
- Attachment 3 – Proposed Contract
- Attachment 4 – Request For Proposal
- Attachment 5 – Bid Summary
- Attachment 6 – Project Area Map
- Attachment 7 – Project Concept Map

Date: January 26, 2022
W.I.: 1512
Referred by: PAC
Revised: 02/23/22-C 03/23/22-C 06/22/22-C
09/28/22-C 10/26/22-C 11/16/22-C
01/25/23-C 02/22/23-C 03/22/23-C
04/26/23-C 05/24/23-C 06/28/23-C
07/26/23-C 09/27/23-C 10/25/23-C
11/15/23-C 12/20/23-C 02/28/24-C
03/27/24-C 04/24/24-C 05/22/24-C
06/26/24-C 07/24/24-C 09/25/24-C
11/20/24-C 12/18/24-C

ABSTRACT

Resolution No. 4505, Revised

Adoption of the project selection and programming policies for the third round of the One Bay Area Grant program (OBAG 3). The project selection and programming policies contain the project categories that are to be funded with various fund sources, including federal surface transportation act funding assigned to MTC for programming, to implement the Regional Transportation Plan (*Plan Bay Area 2050*) and to be included in the federal Transportation Improvement Program (TIP) for the OBAG 3 funding delivery period.

The resolution includes the following attachments:

- Attachment A – OBAG 3 Project Selection and Programming Policies
- Attachment B – OBAG 3 Project Lists

With the adoption of the project selection and programming policies, Attachments B-1 and B-2 program \$8,300,000 to Regional Planning Activities, \$37,200,000 for OBAG 3 Program and Project Implementation, and \$4,000,000 for Program and Project Implementation for transit transformation activities within the Planning and Program Implementation Regional Program; and \$35,157,000 for CTA Planning Activities within the Planning and Program Implementation County & Local Program.

On February 23, 2022, Attachment B-1 was revised to program \$30,000,000 in OBAG 3 Regional Multimodal Systems Operations and Performance Program funds to the Clipper C2 Capital project as part of an alternative funding plan for the project's Regional Measure 3 (RM3) funds.

ABSTRACT

MTC Resolution No. 4505, Revised

Page 2 of 7

On March 23, 2022, Appendix A-1 was added to incorporate guidelines for the County and Local Program call for projects.

On June 22, 2022, Attachments A, B-1, B-2, and Appendix A-1 were revised to further define program categories and program \$80,800,000 million to various projects within the Regional Program, including \$31,600,000 for Transit Transformation Action Plan programs and \$7 million for future SamTrans projects as part of a Caltrain right-of-way (ROW) repayment arrangement; program \$11,762,000 for ongoing Safe Routes to School Non-Infrastructure programs within the County & Local Program; add \$7,000,000 in additional anticipated revenues to the Regional Program; and clarify language related to local policy requirements and project eligibilities within the County & Local Program.

On September 28, 2022, Attachments B-1 and B-2 were revised to program \$14,000,000 to 511 Traveler Information Services within the Regional Travel Demand Management (TDM) Program, \$1,280,000 in the Regional Vision Zero/Safety Program for Local Roadway Safety Plan Development, \$2,500,000 for Bay Trail Planning, Delivery, and Technical Assistance projects within the Regional Active Transportation Plan Implementation Program, and \$86,900,000 to various projects within the Multimodal Systems Program; assign \$7,000,000 in Multimodal Systems Program funds previously committed to SamTrans as part of MTC's Caltrain Right-of-Way repayment to SamTrans' Preventative Maintenance project; and add \$620,000 in County & Local Program funds to San Mateo C/CAG's Safe Routes to School Non-Infrastructure Program project.

On October 26, 2022, Attachments B-1 and B-2 were revised to program \$43,800,000 within the Climate Initiatives Program, \$25,000,000 within the Growth Framework Implementation program, \$18,166,000 in County & Local Program for CTA Planning Activities, and \$7,613,000 in County & Local Program funds to Alameda County Transportation Commission's Safe Routes to School Non-Infrastructure Program.

On November 16, 2022, Attachment B-1 was revised to program \$6,000,000 from the Regional Active Transportation Plan Implementation balance to two Bay Skyway projects: \$1,900,000 to MTC's West Oakland Link and \$4,100,000 to SFCTA's Yerba Buena Island Multi-Use Path.

On January 11, 2023, Attachments B-1 and B-2 and Appendix A were revised to program \$301,682,000 in County & Local Program funds to various projects throughout the region, and

ABSTRACT

MTC Resolution No. 4505, Revised

Page 3 of 7

\$300,000 to MTC's Active Transportation Technical Assistance Program within the Regional Complete Streets and Community Choice Program; and to clarify programming policy requirements for OBAG 3 projects involved in local fund exchanges.

On February 22, 2023, Attachment B-1 was revised to direct \$20,000,000 within the Climate Initiatives program to MTC for Bay Wheels Bikeshare E-Bike Expansion; and revise the name of MTC's Regional Carpool Program to Regional Carpool/Vanpool Program to reflect the full scope of the program.

On March 22, 2023, Attachments A, B-1, and B-2 were revised to change the fund source of \$15,940,000 programmed to MTC's Bay Wheels Bikeshare E-Bike Expansion from STP/CMAQ to non-federal funds in the MTC exchange program; reprogram \$1,600,000 in Regional Commuter Benefits Program funds from MTC to the Bay Area Air Quality Management District; program \$1,000,000 to Napa Valley Transportation Authority's State Route 29 American Canyon Operational and Multimodal Improvements project; program \$1.2 million within the Regional Forward Programs to MTC's Bay Bridge Forward I-80/Powell Interchange Transit Access project; revise County & Local Program awards for Alameda County's Mission Boulevard Phase III Corridor Improvements and Lafayette's School Street Class I Multiuse Facility from \$9,657,000 to \$4,950,000 and \$3,435,000 to \$750,000, respectively; add \$8,000,000 in additional anticipated revenues to the County & Local Program and \$1 million to the Regional Program; and program \$15,392,000 in available capacity to various projects on the County & Local Program contingency list.

On April 26, 2023, Attachment A was revised to clarify the County & Local Program programming requirements.

On May 24, 2023, Attachments B-1 and B-2 were revised to reprogram \$750,000 in Regional Program funds from MTC's Bay Trail Project Delivery to MTC's Bay Trail Implementation, reprogram \$23,800,000 to various projects and programs within the Climate Initiatives Program, reprogram \$21,540 in County & Local Program funds from BART's Elevator Modernization Phase 1.3 project to MTC's Regional Carpool/Vanpool project, and revise the sponsor for Priority Development Area (PDA) Planning projects in both the County & Local and Regional Programs to MTC.

On June 28, 2023, Attachment B-1 was revised to program \$17,000,000 in Regional Growth Framework Implementation funds to various Priority Development Area (PDA) Planning and

ABSTRACT

MTC Resolution No. 4505, Revised

Page 4 of 7

Priority Production Area (PPA) Pilot projects; and program \$2,844,000 in Regional Climate Initiatives funds to various Mobility Hub Planning and Parking Program Planning projects.

On July 26, 2023, Attachments B-1 and B-2 were revised to reflect the fund source change from STP to Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) funding for \$16,727,000 as follows: \$14,677,000 for MTC's CTA Planning Activities Supplemental project within the County & Local Program; and \$1,650,000 for MTC's Community-Based Transportation Plans and \$400,000 for MTC's Local Roadway Safety Plan Development project within the Regional Complete Streets and Community Choice program.

On September 27, 2023, Attachment B-1 was revised to program \$4,700,000 in Regional Active Transportation Plan Implementation balances to MTC's Active Transportation Technical Assistance Program, add MTC as the project sponsor for \$15,000,000 in Transportation Electrification planning projects, and revise the project names for two of MTC's PDA Planning Grants in Fairfield and Suisun City to indicate that the Solano Transportation Authority will be facilitating project delivery.

On October 25, 2023, Attachment B-1 was revised to program \$1,500,000 to MTC for Engagement and Capacity Building for Community-Based Transportation Plans (CBTP's) and the Community Action Resource and Empowerment (CARE) Program, and \$600,000 to MTC for Bay Wheels Bikeshare E-Bike Expansion station siting, marketing, and incentives; and to reflect fund sources and fund source changes (in accordance with MTC Resolution No. 3989) for MTC's Engagement and Capacity Building for CBTP's and CARE program, various projects within the Priority Production Area (PPA) Pilot Program, and MTC's Bay Wheels Bikeshare E-Bike Expansion project.

On November 15, 2023, Attachment B-1 was revised to program \$6,600,000 to MTC for Mapping & Wayfinding; program \$1,500,000 to MTC for PCA Program Implementation and reflect the fund source change from STP/CMAQ to non-federal MTC exchange funds (as programmed in MTC Resolution No. 3989, Revised); reflect the fund source change for \$300,000 of MTC's Active Transportation Technical Assistance project from STP/CMAQ to non-federal Planning, Programming, and Monitoring (PPM) funds; and distribute the funds previously programmed to MTC for Connected Bay Area/Incident Management to MTC's component projects, Connected Bay Area (\$24,400,000) and Incident Management (\$4,000,000).

ABSTRACT

MTC Resolution No. 4505, Revised

Page 5 of 7

On December 20, 2023, Attachments A, B-1, and B-2, and Appendix A-1 were revised to update the Housing Element compliance requirements for the County & Local Program; reprogram \$4,850,000 in Regional and County & Local funds from SFCTA's Yerba Buena Island Multi-Use Path to SFMTA for Light Rail Vehicles as part of a local fund exchange and revise the project names to reflect related roadway improvement supporting the multi-use path; reprogram \$2,200,000 in County & Local Program funds from BART's Elevator Modernization Phase 1.3 project to MTC's Regional Carpool/Vanpool project; and program \$2,110,000 in Regional Program funds to Active Transportation Technical Assistance Program projects, including changing the fund source of \$560,000 from STP/CMAQ to non-federal MTC exchange funds.

On February 28, 2024, Attachment B-1 was revised to add \$9,300,000 in Regional Climate Initiatives funds to the Mobility Hubs Capital Grants unprogrammed balance, reflect the \$8,500,000 in Regional Priority Conservation Area (PCA) Grant Program funds available for the PCA Call for Projects, Phase I, and program \$1,000,000 in Regional Adaptive Ramp Metering funds to MTC for Adaptive Ramp Metering on State Route 237 in Santa Clara County.

On March 27, 2024, Attachments B-1 and B-2 were revised to reprogram \$2,000,000 in Regional Vision Zero/Safety Program funds from MTC's Bay Area Vision Zero Data System to MTC for Enhancing Support for Safety in the Bay Area, and change the fund source from STP/CMAQ to non-federal MTC exchange funds; reprogram \$80,000 in Regional Vision Zero/Safety Program funds from MTC's Regional Safety Program Coordination and Outreach to MTC for the Bay Area Vision Zero Data System, and change the fund source from STP/CMAQ to non-federal MTC exchange funds; change the funds source of \$2,000,000 in Regional Pavement & Asset Management Program funds for MTC's Pavement Management Program (PMP) from STP/CMAQ to non-federal MTC exchange funds; program \$1,000,000 in County & Local Program funds from the Alameda County Transportation Commission's (ACTC's) San Pablo Avenue Parallel Bike Network to ACTA and the City of Albany for the Jackson Street portion of the same project; and change the fund source for \$400,000 in Active Transportation Technical Assistance Program projects from STP/CMAQ to non-federal MTC exchange funds.

On April 24, 2024, Attachment A and Appendix A-1 were revised to standardize County & Local Program compliance requirement language.

On May 22, 2024, Attachments B-1 and B-2 were revised to deprogram \$27,730,000 in County & Local Program funds from the City of San Jose's Story-Keyes Complete Streets project as part

ABSTRACT

MTC Resolution No. 4505, Revised

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of a fund source change, program \$11,555,000 in Regional Transit Priority funds to various projects within the Bus Accelerated Infrastructure Delivery (BusAID) program, program \$6,000,000 in Local Public Fleet Electrification Planning Assistance funds to MTC for various local agencies, change the fund source for \$350,000 in Bay Trail Project Delivery funds from STP/CMAQ to non-federal MTC exchange funds, and program \$30,000 in Parking Management Planning balances to MTC for Concord's Downtown Parking Technology Solutions Study.

On June 26, 2024, Attachment B-1 was revised to reflect the programming of \$5,000,000 in non-federal MTC exchange funds to the Bay Area Housing Finance Authority (BAHFA) for county election cost reimbursement related to the 2024 regional housing bond measure.

On July 24, 2024, Attachment B-1 was revised to program \$1,500,000 to MTC's Bay Trail Marshlands Road project, program \$560,000 in bikeshare funds to MTC for station electrification, change the fund source for \$660,000 in bikeshare funds from STP/CMAQ to non-federal MTC exchange funds, and reflect reprogramming of these exchange funds to various projects.

On September 25, 2024, Attachment B-1 was revised to reprogram \$1,250,000 in Regional Program bikeshare funds from e-bike expansion to MTC for Bay Wheels bikeshare expansion in Daly City, changing the fund source for this project from STP/CMAQ to non-federal MTC exchange funds; reprogram \$300,000 in Regional Program bikeshare funds from e-bike expansion to MTC for bikeshare outreach; and program \$240,000 in Regional Program Mobility Hub planning balances to MTC for Mobility Hubs and Parking Management technical assistance.

On November 20, 2024, Attachment B-1 was revised to program \$8,500,000 in Regional Priority Conservation Area (PCA) funds to various projects, including changing the fund source for \$4,950,000 of that total from STP/CMAQ to non-federal MTC Exchange; reprogram \$2,000,000 from MTC's Priority Development Area (PDA) Planning Program to MTC's Regional Housing Technical Assistance (RHTA) Program; deprogram \$4,600,000 from MTC's Mapping & Wayfinding project; program \$3,950,000 to various Innovative Deployments for Enhanced Arterials Transit Signal Priority (IDEA TSP) and Bus Accelerated Infrastructure Delivery (BusAID) projects; add \$650,000 to BusAID unprogrammed balance; reprogram \$4,640,000 within MTC's Regional Vision Zero/Safety Program to various projects; and deprogram \$415,000 from MTC's Cotati Santero Way PDA Planning project.

ABSTRACT

MTC Resolution No. 4505, Revised

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On December 18, 2024, Attachments B-1 and B-2 were revised to reprogram \$10,000,000 in County & Local Program funds among various component projects of the Alameda County Transportation Commission's (ACTC's) San Pablo Avenue corridor improvements, reprogram \$800,000 from MTC's Sonoma County Airport Area Specific Plan to MTC's Regional Housing Technical Assistance, and revise the project sponsor from San Mateo County to Redwood City for the Bay Road Complete Street Rehabilitation project in the County & Local Program.

Further discussion of the project selection criteria and programming policy is contained in memorandums to the Programming and Allocations Committee dated January 12, 2022, February 9, 2022, March 9, 2022, June 8, 2022, September 14, 2022, October 12, 2022, November 9, 2022, January 11, 2023, February 8, 2023, March 8, 2023, April 12, 2023, and May 10, 2023; the Planning Committee dated June 9, 2023; the Programming and Allocations Committee dated June 14, 2023, July 12, 2023, September 13, 2023, October 11, 2023, November 8, 2023; the Planning Committee dated December 8, 2023; and the Programming and Allocations Committee dated December 13, 2023, February 14, 2024, March 13, 2024, April 10, 2024, May 8, 2024, June 12, 2024, July 10, 2024, September 11, 2024, November 13, 2024, and December 11, 2024.

Date: January 26, 2022
W.I.: 1512
Referred by: PAC

RE: One Bay Area Grant Program (OBAG 3) Project Selection and Programming Policies

METROPOLITAN TRANSPORTATION COMMISSION
RESOLUTION NO. 4505

WHEREAS, the Metropolitan Transportation Commission (MTC) is the Regional Transportation Planning Agency (RTPA) for the San Francisco Bay Area pursuant to Government Code Section 66500 *et seq.*; and

WHEREAS, MTC is the designated Metropolitan Planning Organization (MPO) for the nine-county San Francisco Bay Area region and is required to prepare and endorse a Transportation Improvement Program (TIP) which includes federal funds; and

WHEREAS, MTC, as the RTPA/MPO for the San Francisco Bay Area, is assigned programming and project selection responsibilities for certain state and federal funds; and

WHEREAS, state and federal funds assigned for RTPA/MPO programming discretion are subject to availability and must be used within prescribed funding deadlines; and

WHEREAS, the California Department of Transportation (Caltrans) Obligation Authority (OA) Management Policy allows RTPAs and MPOs to exchange regional Surface Transportation Block Grant Program (STP), Congestion Mitigation and Air Quality Improvement Program (CMAQ), and other federal funds assigned to the RTPA or MPO with Caltrans and other regions, when a region or Caltrans-managed local program has excess or insufficient apportionment available to deliver its annual federal program; and

WHEREAS, Title 23 CFR § 630, Subpart G, allows the advancement of federal-aid projects and expenditure of eligible costs prior to the obligation of funds (referred to as “Advance Construction” or “AC”) with reimbursement of eligible expenditures permitted following conversion of the AC to a regular obligation; and

WHEREAS, MTC, in cooperation with transit operators, Caltrans, the Bay Area Air Quality Management District (BAAQMD), Bay Area County Transportation Agencies (CTAs), counties, cities, and interested stakeholders, has developed policies and procedures to be used in

the selection of projects to be funded with various funding including regional federal funds as set forth in Attachments A and B of this Resolution, incorporated herein as though set forth at length; and

WHEREAS, using the policies set forth in Attachment A of this Resolution, MTC, in cooperation with the Bay Area Partnership and interested stakeholders, will develop a program of projects to be funded with these funds for inclusion in the federal TIP, as set forth in Attachment B of this Resolution, incorporated herein as though set forth at length; and

WHEREAS the federal TIP and subsequent TIP revisions and updates are subject to public review and comment; now therefore be it

RESOLVED that MTC approves the “Project Selection and Programming Policies” for projects to be funded in the OBAG 3 program as set forth in Attachments A and B of this Resolution; and be it further

RESOLVED that the funds assigned to MTC as the RTPA/MPO for programming and project selection shall be pooled and distributed on a regional basis for implementation of project selection criteria, policies, procedures, and programming, consistent with implementation of the Regional Transportation Plan (RTP); and be it further

RESOLVED that the projects will be included in the federal TIP subject to final federal approval and requirements; and be it further

RESOLVED that the Executive Director or designee may make technical adjustments and other non-substantial revisions, including changes to project sponsor, updates to fund sources and distributions to reflect final funding criteria and availability; and be it further

RESOLVED that the Executive Director or designee is authorized to revise Attachment B as necessary to reflect the programming of projects as the projects are selected, revised, and included in the federal TIP; and be it further

RESOLVED that the Executive Director or designee is authorized to execute Advance Construction (AC) Authorizations with Caltrans and/or the Federal Highway Administration (FHWA) for federal projects sponsored or implemented by the Metropolitan Transportation Commission; and be it further

RESOLVED that the Executive Director or designee is authorized to execute agreements and Letters/Memorandums of Understanding with Caltrans and other MPOs and RTPAs for the exchange of regional Surface Transportation Block Grant Program (STP) and Congestion Mitigation and Air Quality Improvement Program (CMAQ) and other federal funds assigned to MTC for programming discretion, consistent with Caltrans' Obligation Authority (OA) Management Policy; and be it further

RESOLVED that the Executive Director or designee shall make available a copy of this resolution, and attachments as may be required and appropriate.

METROPOLITAN TRANSPORTATION COMMISSION

A handwritten signature in black ink, appearing to be 'AP' followed by a long horizontal stroke.

Alfredo Pedroza, Chair

The above resolution was entered into by the Metropolitan Transportation Commission at the regular meeting of the Commission held in San Francisco, California and at other remote locations on January 26, 2022.

Date: January 26, 2022
W.E.: 1512
Referred by: PAC
Revised: 06/22/22-C 01/25/23-C 03/22/23-C
04/26/23-C 12/20/23-C 04/24/24-C

Attachment A
Resolution No. 4505

One Bay Area Grant (OBAG 3) Program

Project Selection and Programming Policies

One Bay Area Grant (OBAG 3) Program
Project Selection and Programming Policies

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Appendices

Appendix A-1 County & Local Program Call for Projects Guidelines

The One Bay Area Grant Program (OBAG 3) establishes the policy framework and commitments for investing federal Surface Transportation Block Grant Program (STP) and Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds for a four-year period covering federal fiscal year (FY) 2022-23 through FY 2025-26. Attachment A outlines the OBAG 3 program principles and objectives, revenue estimates, program architecture, and programming policies. Attachment B details the projects, funding amounts, and project sponsors, as they are approved by the Commission.

Background

The Commission adopted the inaugural One Bay Area Grant Program (OBAG 1) in May 2012 (MTC Resolution 4035) to better integrate the region's federal transportation program with its Sustainable Communities Strategy (SCS). Pursuant to SB 375 (Steinberg 2008), the SCS aligns regional transportation planning with land use and housing in order to meet state greenhouse gas reduction targets. Since 2013, MTC and ABAG have jointly adopted a SCS along with MTC's long-range Regional Transportation Plan (RTP) every four years, with the documents collectively known as *Plan Bay Area*.

The OBAG 1 program established a framework for leveraging discretionary federal highway funding to support the implementation of *Plan Bay Area* by focusing transportation investments in Priority Development Areas (PDAs) and in jurisdictions producing and planning for new housing under the Regional Housing Needs Allocation (RHNA) process, among other strategies. The framework also consolidated funding sources and increased local agency flexibility to advance priority projects. OBAG 1 programming covered the five-year period from FY 2012-13 through FY 2016-17. Following the initial success of OBAG 1, the Commission adopted OBAG 2 in November 2015 (MTC Resolution 4202) with a similar framework and supporting policies. OBAG 2 programming covered the five-year period from FY 2017-18 through FY 2021-22.

In keeping with prior cycles, the proposed OBAG 3 framework is designed to advance the implementation of the region's latest RTP and SCS, *Plan Bay Area 2050*, adopted in October 2021.

Program Principles

The following principles, established through Commission direction and stakeholder input, guided the development of the OBAG 3 program and policies:

- **Preserve effective program features from prior OBAG cycles to support regional objectives.** Key aspects of the prior cycles are preserved under the proposed OBAG 3 County & Local Program, including concentrating transportation investments within PDAs, incorporating housing factors into the project prioritization process, and local jurisdiction policy requirements. Partnership with County Transportation Agencies (CTAs) to identify local community-based projects for funding that are consistent with regional goals is also continued.
- **Strategically advance *Plan Bay Area 2050* implementation through OBAG investments and policies.** As with OBAG 1 and 2, the primary objective of the OBAG 3 program, both the in the Regional and County & Local components, is to support the interconnected strategies of the

RTP and SCS. With the adoption of *Plan Bay Area 2050*, OBAG 3 reflects new and updated implementation strategies as well as new Growth Geographies.

- **Incorporate recent MTC policy initiatives and adapt to the current mobility landscape.** In the years following the adoption of OBAG 2, MTC has undertaken several major policy initiatives which were taken into consideration in the development of OBAG 3. These policy actions include adoption of the MTC Equity Platform, Regional Safety/Vision Zero Policy, and Express Lanes Strategic Plan, and completion of the Transit Transformation Action Plan. In addition, the OBAG 3 program takes into account sustainable staffing levels necessary to implement continued and new initiatives.
- **Advance equity and safety through policies and investments.** Building off the principles of the MTC Equity Platform, the OBAG 3 framework integrates cross-cutting equity considerations into each of its proposed program areas. In addition, while the program requirements stop short of mandating local Vision Zero policies, jurisdictions will be required to adopt Local Road Safety Plans (or equivalent safety plans), and priority will be given to funding projects that align with and support these plans. OBAG 3 also significantly increases funding levels for Healthy, Safe, and Sustainable Streets projects and implementation of projects in Equity Priority Communities that have been prioritized through Community-Based Transportation Plans or Participatory Budgeting processes.
- **Address federal planning and programming requirements.** As the federally-designated Metropolitan Planning Organization (MPO) for the Bay Area, MTC is responsible for regional transportation planning and programming efforts, including performance-based requirements. OBAG 3 documents and clarifies MTC's roles and responsibilities for programming STP and CMAQ funding, including the areas of project selection and funding distribution processes, and the prioritization process for CMAQ funds.
- **Coordinate with complementary fund sources to develop a comprehensive regional investment strategy.** Recognizing that STP and CMAQ funds constitute a relatively limited proportion of the total transportation funding available to the region, the OBAG 3 program is designed in coordination with other complementary existing and anticipated fund sources to implement the ambitious strategies laid out in *Plan Bay Area 2050*.
- **Emphasize a shared, partnership approach to program implementation.** OBAG 3 preserves and continues to build upon the robust partnerships with CTAs, transit agencies, Caltrans, and local jurisdictions established through prior programming cycles. The program architecture and policies recognize and uphold local expertise in project development and prioritization, while providing a framework for all stakeholders to work together to advance shared regional priorities.

Revenue Estimates

OBAG 3 programming capacity is based on anticipated federal transportation program apportionments from the regional Surface Transportation Block Grant (STP) and Congestion

Mitigation and Air Quality Improvement (CMAQ) programs for a four-year period covering FY 2022-23 through FY 2025-26.

Over the four year OBAG 3 period, \$766 million in STP/CMAQ programming capacity is estimated, including additional STP/CMAQ apportionments from the recently enacted Infrastructure Investment and Jobs Act (IIJA). If additional federal programs are authorized or appropriated during the OBAG 3 period, the Commission may adjust the programming capacity accordingly. Such adjustments include increasing or decreasing funding amounts to one or more programs, postponement of projects, expansion of existing programs, development of new programs, or adjustments to subsequent program cycles.

As federal programs are subject to change with each federal surface transportation authorization, any reference to specific fund sources in the OBAG 3 programming resolution (i.e. STP/CMAQ) serve as a proxy for replacement or new federal fund sources for which MTC project selection and programming authority. However, MTC may elect to program replacement or new federal fund sources outside of the OBAG 3 program resolution.

OBAG 3 programming capacity is based upon apportionment rather than obligation authority. As the amount of obligation authority available to the region is less than the region's annual apportionments, there is typically a carryover balance of apportionment each year. MTC's successful project delivery in recent years has allowed the region to capture additional, unused obligation authority from other states, enabling the region to advance the delivery of additional projects each year. MTC staff will continue to monitor apportionment and obligation authority balances throughout the OBAG 3 period to support the accelerated delivery of programmed projects.

Program Categories

The OBAG 3 program categories carry forward elements from previous OBAG cycles, reorganized for clarity and refined to more closely align with *Plan Bay Area 2050* strategies, advance regional goals for equity and safety, and address federal performance-based programming requirements. These revised categories further integrate the Regional Programs and County & Local Programs by providing a common framework for project types and focus areas. The five OBAG 3 program areas and corresponding objectives are as follows:

- **Planning & Program Implementation:** Carry out coordinated regional and countywide planning and programming activities within MTC's performance-based planning and programming processes, consistent with federal requirements and regional policies. Additionally, commit staffing resources necessary to deliver OBAG 3 projects and programs.
- **Growth Framework Implementation:** Support and assist with local efforts to create a range of housing options in PDAs, select Transit-Rich Areas (TRAs), and select High-Resource Areas (HRAs), and carry out other regional studies, programs, and pilots to advance the *Plan Bay Area 2050* growth framework.
- **Climate, Conservation, and Resilience:** Reduce emissions and solo vehicle trips through accelerated electrification and clean vehicle programs and expanded transportation

demand management programs. Additionally, protect high-priority natural and agricultural lands; modernize and expand access to parks, trails, and recreation facilities; and increase transportation system resiliency to the impacts of climate change.

- **Complete Streets and Community Choice:** Improve and maintain local streets and roads to meet the needs of all users while improving safety, promoting walking, biking and other micro-mobility, and sustainable infrastructure. In addition, support community-led planning efforts and assist with the development and advancement of community-led transportation enhancements in Equity Priority Communities (EPCs).
- **Multimodal Systems Operations and Performance:** Support and coordinate efforts to achieve an integrated, efficient, reliable, and easy to navigate public transit network to increase ridership and improve mobility options consistent with the Transit Transformative Action Plan recommendations. Additionally, continue to optimize existing freeways, highways, key arterials, and communications infrastructure to maximize person throughput and multimodal system performance.

Similar to previous OBAG cycles, the OBAG 3 program structure is divided into Regional and County & Local components, with the latter programs comprising of projects selected by MTC and nominated by CTAs through a unified call for projects process. Both the Regional and County & Local programs are organized around the five categories listed above.

REGIONAL PROGRAMS

OBAG 3 directs 50% of available program funds towards regional investments that are targeted to address critical climate and focused growth goals of *Plan Bay Area 2050*, and coordinate and deploy strategies that are best suited for regional implementation. As specific regional projects and programs are approved by the Commission for funding, they will be added to Attachment B-1.

Planning & Program Implementation

The Planning & Program Implementation program supports a variety of regional planning, programming, and outreach activities to implement *Plan Bay Area 2050* and comply with performance-based planning and programming requirements. This program category also includes dedicated resources and staffing support to deliver OBAG 3 projects and programs.

Growth Framework Implementation

The purpose of this program is to support and assist local efforts to create a range of housing options that align with *Plan Bay Area 2050* growth geographies, with a focus on completing approved plans for all existing PDAs by 2025. Funding from this program will provide capacity-enhancing support for local jurisdictions through the PDA Planning and Technical Assistance Grant program and the Regional Housing Technical Assistance program. These funds will also support implementation of MTC's Transit Oriented Development (TOD) Policy, or its successor, to ensure land use supports future transit investments. In addition, this program may fund regional land-use studies, programs, and pilot projects identified in *Plan Bay Area 2050 Implementation Plan*. Such studies could include redevelopment of malls and office parks, reuse of public and community-owned land, or a Priority Production Area (PPA) pilot program.

Climate, Conservation, and Resilience

Funding from this program supports a suite of interconnected objectives, including reduced vehicle emissions through accelerated electrification and transportation demand management, protection of high-priority natural and agricultural lands, expanded access to parks and open space, and increased resiliency of the transportation system to the impacts of climate change. These goals align with regional transportation and environmental strategies outlined in *Plan Bay Area 2050*.

Within the Regional Program, this category includes expanded investments to accelerate electrification, as well as a variety of emission reduction strategies and transportation demand management programs. Programs may include Mobility Hubs, Targeted Transportation Alternatives, car sharing, bikeshare and e-bike incentives; carpool programs; Commuter Benefits Program and targeted commuter programs; and assistance for the development of local demand management policies and programs.

The regional Priority Conservation Area (PCA) program provides grant funding for critical conservation and open space projects. Grants will be available to support the implementation of the updated PCA framework (currently underway).

This program category also includes a new regional resilience and sea level rise pilot to support the protection of vulnerable transportation assets from sea level rise and other climate impacts.

Complete Streets and Community Choice

This program is intended to improve and maintain local streets and roads to meet the needs of all users while increasing safety, with an emphasis on supporting the development and advancement of community-led transportation enhancements in EPCs.

Regional Program funding in this program category will implement recommendations of the Regional Active Transportation Plan, or its successor, including compliance with the Regional Complete Streets Policy and the implementation of the Regional Active Transportation Network. The program also continues technical assistance programs, and supports completion of key Bay Trail gaps. The program will also advance the Regional Safety/Vision Zero Policy, including support for the Regional Integrated Safety Data System and other regional safety initiatives, coordination efforts, and technical assistance. Ongoing regional programs that support local streets and roads asset management, including StreetSaver, StreetSaver Plus, and the Pavement Technical Assistance Program, are broadened to include upgrades to local roadway asset inventories to support complete streets and safety strategies, as well as encouraging green infrastructure, where possible.

Funding in this program category will also support increased regional investment in Community-Based Transportation Plans (CBTPs) and Participatory Budgeting (PB) processes, and provide a dedicated source of funding for the acceleration and delivery of projects identified through community plans and participatory budgeting efforts.

Multimodal Systems Operations and Performance

The purpose of this program is to improve mobility options across the Bay Area's multimodal transportation system and emphasizes achieving an integrated, efficient, reliable, and easy to navigate public transit network to increase ridership and improve mobility options.

Regional Program funding in this program category supports implementation of near-term priorities identified through the Blue Ribbon Transit Transformation Action Plan, as well as planning, design, and implementation of near-term operational improvements, incident management, and deployment of regional fiber communications infrastructure on the region's existing freeways and highways. Regional projects and programs to be funded include Bay Area Forwards, transit priority improvements, and additional freeway and arterial operational improvements.

COUNTY & LOCAL PROGRAMS

OBAG 3 directs the remaining 50% of available funding for local and county projects prioritized through a call for projects process selected by MTC. Local jurisdictions, transit agencies, and CTAs may apply for these funds for a variety of project types and program categories described below. As specific projects and programs are approved by the Commission for funding within the County & Local Program, they will be added to Attachment B-2.

Planning & Program Implementation

Similar to prior cycles, OBAG 3 provides dedicated funding within the County & Local Program to support planning and programming activities throughout the nine Bay Area counties. Administered by MTC through funding agreements with each CTA, these funds are used to cooperatively implement *Plan Bay Area 2050* and associated regional policies, development of countywide transportation plans, outreach activities, and the advancement of additional plans and projects as determined by MTC. CTAs may request additional funding to augment these base funding levels for countywide planning and programming through the call for projects process.

Growth Framework Implementation

The OBAG 3 County & Local Program continues to focus investments in PDAs through investment thresholds.

- **PDA Minimum Investments:** In the Bay Area's most populous counties (Alameda, Contra Costa, San Mateo, San Francisco, and Santa Clara), a minimum of 70% of County & Local Program investments must be directed to PDAs. In the remaining counties (Marin, Napa, Solano, and Sonoma), a minimum of 50% in County & Local Program investments must be directed to PDAs. Funds programmed for CTA planning and programming activities are given partial credit towards each county's minimum investment threshold calculations (70% or 50%, in line with each county's minimum threshold).
- **Uniform Definition for PDA Supportive Projects:** To be credited towards each county's PDA minimum investment threshold, a project must be located within or connected to a PDA, or be within one mile of a PDA boundary. Projects that are not physically located

within one mile of a PDA but have a clear and direct connection to PDA implementation, such as transit maintenance facility improvements, may also be credited towards the PDA minimum investment thresholds. Determinations for such projects will be provided by MTC staff on a case by case basis.

- **Housing Element:** Cities and counties must have a general plan housing element adopted and certified by the California Department of Housing and Community Development (HCD) for the 2023-2031 Regional Housing Needs Allocation (RHNA), and maintain certification throughout the OBAG 3 program period to remain eligible for County & Local Program funding. After December 31, 2023, MTC will deprogram County & Local Program funds from the TIP for jurisdictions that do not yet have a certified housing element or have not maintained certification. Exceptions may be granted as detailed in Appendix A-1. Jurisdictions will have until December 31, 2024 to receive certification and have their County & Local Program awards reinstated. MTC staff will provide an update to the Commission on Bay Area jurisdictions' Housing Element certification progress in June 2024.

After the Housing Element certification deadline, MTC, in coordination with CTAs, will reprogram funds awarded to non-compliant jurisdictions to projects located in compliant jurisdictions.

Additionally, jurisdictions must submit Housing Element Annual Reports to HCD by April 1 every year throughout the OBAG 3 program period to maintain funding eligibility.

- **State Housing Laws:** To maintain funding eligibility, all cities and counties must demonstrate compliance with state housing laws related to surplus lands, accessory dwelling units, density bonuses, and the Housing Accountability Act. Jurisdictions are required to self-certify compliance with the first three elements (state housing laws related to surplus lands, accessory dwelling units, and density bonuses) through a local resolution. Self-certification resolutions must be adopted by local jurisdictions and submitted to MTC by December 31, 2023 to maintain eligibility for County & Local Program funding. After December 31, 2023, MTC will deprogram County & Local Program funds from the TIP for jurisdictions that have not yet adopted a resolution affirming compliance. Exceptions may be granted as detailed in Appendix A-1. Jurisdictions will have until December 31, 2024 to adopt a self-certification resolution and have their County & Local Program awards reinstated. After this date, MTC, in coordination with CTAs, will reprogram these funds to projects located in compliant jurisdictions.

Compliance with the Housing Accountability Act is an ongoing program requirement, which may be monitored by MTC staff as appropriate. MTC may deprogram County & Local Program funds awarded to a jurisdiction that it determines to be out of compliance with the Housing Accountability Act.

In addition to focusing investments in PDAs, the County & Local Program supports mobility and access projects that serve additional *Plan Bay Area 2050* growth geographies, such as select TRAs and HRAs. Eligible projects in these growth areas will also be given consideration through the call for projects process.

Eligible project types for the County & Local Program that directly support the Growth Framework Implementation program category include:

- Local PDA Planning grants (in addition to those funded through the Regional Program)
- Local planning grants for other new *PBA 2050* Growth Geographies

Climate, Conservation, and Resilience

The County & Local Program supports regional coordination in the Climate, Conservation, and Resilience program category by identifying and funding additional local projects to achieve the interconnected goals to reduce emissions, protect and improve access to priority open spaces, and increase transportation system resiliency through the call for projects process.

Eligible project types for the County & Local Program that fall within the Climate, Conservation, and Resilience program category include:

- Transportation demand management programs
- Mobility Hub planning and implementation
- Parking reduction and curb management programs
- Car share and bike share capital projects
- Plans and projects to assist in the preservation and enhancement of open space, natural resource and agricultural lands, and critical habitats (may require non-federal funds)
- Bicycle and pedestrian access to open space and parklands
- Regional Advance Mitigation Planning (RAMP) planning activities and implementation (may require non-federal funds)
- Transportation system resilience or sea level rise plans and projects

Complete Streets and Community Choice

The County & Local Program plays a critical role in meeting the objectives of Complete Streets and Community Choice by funding local improvements to local streets and roads to improve safety and meet the mobility needs of all users, as well as advancing transportation enhancements that have been vetted and prioritized by residents of Equity Priority Communities.

- **Active Transportation Investment Target:** OBAG 3 establishes a regionwide target of \$200 million for active transportation projects, including bicycle, pedestrian, and Safe Routes to School (SRTS) programs and projects. Bicycle and pedestrian elements included on projects that are not solely focused on active transportation (such as sidewalk or bike lane improvements included in a local road preservation project) also contribute to this regionwide investment target.

- **SRTS Investment Target:** OBAG 3 carries forward ongoing commitments to SRTS programming, by establishing a \$25 million regionwide target for SRTS programs and projects.
- **Complete Streets Policy:** Jurisdictions must comply with MTC's Complete Streets Policy, and its successor, including the requirement to complete a Complete Streets Checklist for each project applying for OBAG 3 funding. As part of the County & Local Program call for projects, CTAs are required to make completed project checklists available to their Bicycle and Pedestrian Advisory Committee (BPAC) for review prior to the CTA's nomination of prioritized projects to MTC.
- **Regional Safety/Vision Zero Policy:** Starting with California Highway Safety Improvement Program (HSIP) Cycle 11, jurisdictions are required to have a Local Roadway Safety Plan (LRSP) or equivalent safety plan in order to be eligible for HSIP funding. Consistent with this state requirement, local jurisdictions must have a LRSP or equivalent safety plan completed **by December 31, 2023** in order to maintain eligibility for County & Local Program funding. OBAG 3 funds may be used to complete an LRSP or equivalent safety plan.
- **Pavement Management Program:** To maintain **eligibility for** County & Local Program funding, jurisdictions with local public streets and roads must:
 - Maintain a certified Pavement Management Program (StreetSaver® or equivalent) updated as prescribed by MTC staff
 - Fully participate in statewide local streets and road needs assessment surveys (including any assigned funding contribution)
 - Provide traffic count data to MTC to support FHWA's Highway Performance Monitoring System (HPMS) on an annual basis, or as directed by MTC staff

Eligible project types for the County & Local Program that align with the Complete Streets and Community Choice program category include:

- Bicycle and pedestrian improvements and programs
- SRTS projects and programs
- Safety projects, local road safety plans (LRSP), and Vision Zero planning activities
- Complete streets and sustainable streets improvements
- Streetscape projects to encourage biking, walking, and transit use
- Example project elements include bulb outs, sidewalk widening, crosswalk enhancements, audible signal modification, mid-block crossing and signals, new striping for bicycle lanes and road diets, pedestrian street lighting, medians, pedestrian refuges, wayfinding signage, tree grates, bollards, permanent bicycle racks, signal modification for bicycle detection, street trees, raised planters, planters, costs associated with on-site storm water management, permeable paving, and pedestrian-scaled street furniture including bus shelters, benches, magazine racks, and garbage and recycling bins.
- Local streets and roads preservation projects on the federal-aid system. Projects should be based on a needs analysis from the jurisdiction's Pavement Management Program:
 - Pavement rehabilitation projects must be consistent with segments recommended for treatment within the programming cycle by the jurisdiction's PMP. Preventive maintenance projects with a PCI rating of 70 or above are eligible only if the jurisdiction's PMP demonstrates that the preventive maintenance strategy is a cost-effective method of extending the service life of the pavement.
 - Eligible non-pavement activities include rehabilitation or replacement of existing features on the roadway facility, such as bridge structures, storm drains, National Pollutant Discharge Elimination System (NPDES), curbs, gutters, culverts, medians, guardrails, safety features, signals, signage, sidewalks, ramps, complete streets elements, and features that bring the facility to current standards.
- Federal Aid Secondary (FAS) funding distributions described in California statute (California Code § 2200-2214) will no longer be suballocated to counties through the OBAG 3 program. Counties remain eligible for OBAG 3 funding for rural road projects on the federal-aid system.
- Projects and programs prioritized in CBTPs and PB processes, which may include any of the above project types and project elements, as well as a variety of transit capital improvements.
- Community-based transportation plans or participatory budgeting processes in Equity Priority Communities (in addition to CBTP and PB processes administered through the Regional Programs)

Multimodal Systems Operations and Performance

The County & Local Program can support regional coordination and implementation the Multimodal Systems Operations and Performance program category by funding additional local projects to improve mobility options and performance of the Bay Area's existing multimodal transportation system, particularly on arterials and along fixed-route transit; or by nominating County & Local Program funds to match or augment Regional Program funds for these types of projects.

Eligible project types for the County & Local Program within the Multimodal Systems Operations and Performance program category include:

- Transit capital improvements, including vehicles for new or expanded service
- Transit station improvements such as plazas, station access improvements, bicycle parking, and replacement parking or parking management for Transit Oriented Development (TOD)
- Local actions to advance implementation of the Transit Transformation Action Plan
- Cost-effective, technology-driven active operational management strategies for local arterials and highways (for highways, when used to augment state or federal funds and developed/implemented in coordination with MTC)
- Mobility management and coordination projects that meet the specific needs of seniors and individuals with disabilities and enhance transportation access for populations beyond those served by one agency or organization within a community. Examples include the integration and coordination of services for individuals with disabilities, seniors, and low-income individuals; individualized travel training and trip planning activities; development and operation of one-stop transportation traveler call centers to coordinate transportation information on all travel modes and to manage eligibility requirements and arrangements for customers among supporting programs; and the operation of transportation brokerages to coordinate providers, funding agencies, and passengers.

Activities *not eligible* for funding include: air quality non-exempt projects, new roadways, roadway extensions, right of way acquisition for future expansion, operations, and routine maintenance.

Project Lists

Attachment B of Resolution 4505 contains the list of projects to be programmed under the OBAG 3 program. Attachments B-1 and B-2 list the projects receiving OBAG 3 funding through the Regional Programs and County & Local Programs, respectively. The project lists are subject to MTC project selection actions. MTC will update Attachments B-1 and B-2 as projects are selected or revised by the Commission.

Programming Policies

GENERAL POLICIES

The following programming policies apply to all projects funded in OBAG 3:

- 1. RTP Consistency:** Projects funded through OBAG 3 must be consistent with the adopted Regional Transportation Plan (RTP), currently *Plan Bay Area 2050*. As part of the project selection and TIP programming processes, project sponsors must identify each project's relationship with meeting the goals and objectives of the RTP, including the specific RTP ID number or reference. RTP consistency will be verified by MTC staff for all OBAG 3 projects as part of the project selection and TIP programming processes.
- 2. Federal Fund Eligibility:** Projects must be eligible for STP or CMAQ funds in order to be selected for OBAG 3 programming of those fund sources. However, eligibility for STP or CMAQ alone does not guarantee eligibility for funding through the OBAG 3 program. Projects must meet all program requirements and project selection criteria to be eligible for OBAG 3 funds.
 - STP is a flexible source of federal funding, with a wide range of projects that may be considered eligible. Eligible projects include roadway and bridge improvements (construction, reconstruction, rehabilitation, resurfacing, restoration), public transit capital improvements, pedestrian and bicycle facilities and programs, highway and transit safety projects, transportation demand management, and transportation planning activities. More detailed eligibility requirements can be found in 23 U.S.C. § 133 and at: <https://www.fhwa.dot.gov/fastact/factsheets/stbgfs.cfm>.
 - CMAQ is a more targeted federal funding source for transportation projects that generate emissions reductions that benefit a nonattainment or maintenance for ozone, carbon monoxide, or particulate matter. Eligible project categories that meet this basic criteria include: Transportation Control Measures (TCMS) in an approved State Implementation Plan (SIP), transit expansion projects, transit vehicles and equipment, bicycle and pedestrian facilities and programs, travel demand management, public education and outreach activities, congestion reduction and traffic flow improvements, carpool, vanpool, and carshare programs, travel demand management, outreach and rideshare activities, telecommuting programs, and intermodal freight projects. For more detailed eligibility information, refer to 23 U.S.C. § 149 and at: http://www.fhwa.dot.gov/environment/air_quality/cmaq/policy_and_guidance/.
- 3. Air Quality Conformity:** In the Bay Area, it is the responsibility of MTC to make a regional air quality conformity determination for the TIP in accordance with federal Clean Air Act requirements and Environmental Protection Agency (EPA) conformity regulations. MTC evaluates the impact of the TIP on regional air quality during the update of the TIP. Non-exempt projects that are not incorporated in the current finding for the TIP will not be considered for funding in the OBAG 3 program until the development of a subsequent air quality finding for the TIP. Additionally, the EPA has designated the Bay Area as a non-attainment area for fine particulate matter (PM_{2.5}). Therefore, based on consultation with the MTC Air Quality Conformity Task Force, projects deemed Projects of Air Quality Concern (POAQC) for PM_{2.5} must complete hot-spot analyses as required by the Transportation Conformity Rule. Generally, POAQC are those projects that result in significant increases in, or concentrations of, emissions from diesel vehicles.

- 4. Public Involvement.** MTC is committed to a public involvement process that is proactive and provides opportunities for continuing involvement, comprehensive information, timely public notice, and public access to key decisions. MTC provides many methods to fulfill this commitment, as outlined in the *MTC Public Participation Plan*. The Commission's adoption of the OBAG 3 project selection and programming policy meets the provisions of the *MTC Public Participation Plan*. MTC's Policy Advisory Committee and the Bay Area Partnership working groups are consulted in the development of funding commitments and policies for OBAG 3. Additional opportunities for public and stakeholder involvement will be provided throughout the OBAG 3 program period as specific programs are developed.

OBAG 3 investments must be consistent with federal Title VI requirements. Title VI prohibits discrimination on the basis of race, color, income, and national origin in programs and activities receiving federal financial assistance. Public outreach to and involvement of individuals in low income and minority communities covered under Title VI of the Civil Rights Act and the Executive Order pertaining to Environmental Justice is critical to both local and regional decisions.

Additional details on the public involvement requirements for the County & Local Program, including Title VI considerations, are provided in Appendix A-1. The current *MTC Public Participation Plan* is available online at: <https://mtc.ca.gov/about-mtc/public-participation/public-participation-plan>.

- 5. Project Selection Processes:** The OBAG 3 program categories are designed to reflect the investment priorities established in *Plan Bay Area 2050*. Within these program categories, MTC selects projects for STP and CMAQ funding that are consistent with *Plan Bay Area 2050*, and with consideration of their achievement toward regional targets of federal performance goals, and project delivery.
- 6. CMAQ Project Selection:** Additional project selection processes guide MTC's programming of CMAQ funds. MTC referred to FHWA's CMAQ Cost Effectiveness Tables (2020), emissions reductions benefits of OBAG 2 CMAQ projects, regional strategies in the Bay Area Air Quality Management District's (BAAQMD's) *Clean Air Plan*, and *Plan Bay Area 2050* air quality improvement strategies to develop CMAQ programmatic priorities for the OBAG 3 program. The CMAQ programmatic priorities to reduce emissions through vehicle miles traveled reduction include: bicycle and pedestrian facilities and programs, transit capital improvements, carpool, vanpool, rideshare, and travel demand management. CMAQ programmatic priorities to otherwise reduce transportation emissions reductions include: alternative fuel infrastructure and programs, traffic flow improvements, and incident management. Programmatic priorities are intended to guide initial program development, and do not preclude other project types from being selected for CMAQ funds.
- **Regional Programs.** CMAQ programmatic priorities are used to develop a proposed focus for CMAQ funds within various components of the Regional Programs. All regional projects that are eligible for CMAQ funding will be assessed for emissions reductions benefits and cost effectiveness prior to CMAQ project selection.

- **County & Local Program.** As part of the call for projects process, project sponsors will provide project data necessary to assess the emissions benefits and cost effectiveness for projects eligible for CMAQ funding. These assessments will be incorporated into the prioritization and CMAQ project selection as described in Appendix A-1.

- 7. TIP Programming:** Projects approved as part of the OBAG 3 program must be amended into the federal Transportation Improvement Program (TIP). The federally-required TIP is a comprehensive listing of transportation projects that receive federal funds, are subject to a federally required action, or are regionally significant for air quality conformity or modeling purposes. OBAG 3 project funding must first be approved by the Commission through revision to the Attachment B before it can be amended into the TIP.

Once a project has been selected for funding and is programmed in Attachment B, project sponsors must submit the project information into MTC's Fund Management System (FMS) in order for the project to be amended into the TIP. Proper submittal of project information into FMS is required for inclusion into the TIP in a timely manner. Additional information on FMS is available here: <https://mtc.ca.gov/funding/fund-management-system-fms>.

- 8. Resolution of Local Support:** a Resolution of Local Support approved by the project sponsor's governing board or council and submitted in FMS. A template for the Resolution of Local Support can be downloaded from the MTC website using the following link:

<https://mtc.ca.gov/funding/federal-funding/federal-highway-administration-grants/one-bay-area-grant-obag-3>.

- 9. Local Match:** Although local match requirements are subject to change, the current local match requirement for STP and CMAQ funded projects in California is 11.47% of the total project cost, with FHWA providing up to 88.53% of the total project cost through reimbursements. For capital projects, sponsors that fully fund the project development or Preliminary Engineering (PE) phase with non-federal funds may use toll credits in lieu of a match for the construction phase. For these projects, sponsors must still meet all federal requirements for the PE phase.

Per the Regional Toll Credit Policy (MTC Resolution No. 4008), MTC may use toll credits to waive the local match requirements for programs and projects of regional significance, such as ongoing regional programs and planning efforts.

- 10. Environmental Clearance:** Project sponsors are responsible for compliance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000 et seq.), the State Environmental Impact Report Guidelines (14 California Code of Regulations Section § 15000 et seq.), and the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) standards and procedures for all projects with federal funds.

- 11. Fund Exchanges:** Federal STP and CMAQ funding may be exchanged with non-federal funds for projects that are consistent with the OBAG 3 programming policy but are ineligible or poorly suited to federal funding. Development and implementation of a funding exchange is the responsibility of the project sponsors and CTAs. Exchanges must be consistent with MTC's fund exchange policy for regional discretionary funds (MTC Resolution No. 3331), which also requires the locally-funded project to be included in the TIP for tracking purposes. Projects

involved in a local fund exchange must comply with applicable federal, state, and regional project delivery requirements. Projects programmed with federal STP and/or CMAQ funds (Recipient Projects) must comply with applicable federal and state requirements and OBAG 3 General Programming Policies. Projects that receive non-federal funds as part of a fund exchange (Target Projects) must adhere to all other OBAG 3 program requirements, including local policy compliance.

12. Regional STP/CMAQ Exchanges: State and federal timely use funds provisions, such as Sections 182.6 and 182.7 of the State Streets and Highways Code, require federal apportionment to be obligated within three years of federal eligibility. If a region of the state is unable to fully obligate their lapsing STP or CMAQ balances in a given year, another region in the state can enter into temporary exchange agreements to obligate the older, unused STP or CMAQ balances in exchange for an equal amount of future year STP or CMAQ funds. Such exchanges benefit both regions by avoiding the loss of funds in one region, while another region can advance projects that may be stalled due to a lack of eligible funding.

To facilitate such exchanges, the MTC Executive Director or designee is authorized to sign letters of understanding with Caltrans and other regions for the exchange of STP or CMAQ funds with the following conditions and limitations:

- The exchange does not negatively impact the delivery of Bay Area STP/CMAQ projects.
- The exchange is a dollar for dollar exchange.
- The exchange is allowed under Caltrans' obligation authority management policy.
- Exchanges over \$2 million are reported to a standing Committee of the Commission for information.
- The Letter of Understanding can be executed in time for the MTC to secure the funds prior to any lapse or rescission.
- If any timely use of funds deadlines or Caltrans processes are not met in time and therefore result in the loss of apportionment balance, MTC's apportionment shall not be negatively affected and the Letter of Understanding is null and void.

Exchanges beyond these conditions and limitations may be approved by a standing Committee of the Commission.

13. Advanced Construction: When certain federal funds are not available for obligation due to an insufficient balance of apportionment or obligation authority project sponsors may request authorization from FHWA and Caltrans to proceed with the project under advance construction (AC) procedures. AC procedures allow FHWA to authorize work to begin on a project without obligating federal funds. Project sponsors given the federal authorization to proceed with a project under AC procedures use local funds to perform work eligible for future federal reimbursement. Once federal apportionment or obligation authority becomes available, the sponsor may then seek to covert the amount authorized through AC into a real obligation of federal funds.

AC procedures streamline the delivery of federal projects and programs by allowing projects to proceed when current year apportionments or obligation authority has run out, and enables the region and the state to better manage the use of obligation authority for large projects.

To facilitate AC procedures on regional projects, the MTC Executive Director or designee, in consultation with the Chief Financial Officer, is authorized to execute AC authorizations with Caltrans and/or FHWA for federal projects sponsored or implemented by MTC, with the following conditions and limitations:

- The agency must have sufficient local funds to pay for all project costs until the federal funds become available.
- The project must comply with all federal requirements including programming in the TIP.
- The federal authorization date establishes the start date for performance federally-reimbursable work.

14. Regional Fund Management: OBAG 3 funding is available in federal fiscal years (FY) 2022-23 through FY 2025-26. Funds may be programmed in any of these years, conditioned upon the availability of federal apportionment and obligation authority (OA), and subject to TIP financial constraint requirements. In addition, in order to provide uninterrupted funding to ongoing efforts and to provide more time to prepare for the effective delivery of capital projects, priority of funding for the first year of programming apportionment (FY 2022-23) will be provided to ongoing programs, such as regional and CTA planning activities, non-infrastructure projects and programs, and the preliminary engineering phase of capital projects.

Specific programming timelines will be determined through the development of the Annual Obligation Plan, which is developed by MTC staff in collaboration with the Bay Area Partnership technical working groups and project sponsors.

OBAG 3 projects are selected for funding based on program and fund source eligibility, project merit to achieve program objectives, and deliverability within established deadlines.

The OBAG 3 program funding is composed of approximately 60% STP and 40% CMAQ funding. MTC will select projects throughout the nine-county Bay Area based on the established project selection criteria and programming policies. STP and CMAQ funds will be assigned to specific projects as part of the project selection process. The amount of STP or CMAQ in any one program, or in the case of the County & Local Program in any one county, will be determined as part of the project selection process. Following the initial project selection and fund assignment process, MTC may re-assign fund sources to reflect available apportionment or obligation authority, or to otherwise effectively manage regional STP and CMAQ funds.

All OBAG 3 programming amounts must be rounded to the nearest thousand.

All project savings are returned to MTC for future programming, and are not retained by the project sponsor or county.

15. Project Delivery Policy: Once programmed in the TIP, the funds must be obligated by FHWA or transferred to the Federal Transit Administration (FTA) within the federal fiscal year the funds are programmed in the TIP. Additionally, all OBAG 3 funds must be obligated no later than January 31, 2027.

Project sponsors are responsible for securing necessary matching funds and for cost increases or additional funding needed to complete the project.

Obligation deadlines, project substitutions and redirection of project savings will continue to be governed by the MTC Regional Project Funding Delivery Policy (MTC Resolution No. 3606 and any subsequent revisions). All funds are subject to obligation, award, invoicing, reimbursement and project close-out requirements. The failure to meet these deadlines may result in the de-programming and redirection of funds to other projects.

To further facilitate project delivery and ensure all federal funds in the region are meeting federal and state regulations and deadlines, every recipient of OBAG 3 funding is required to identify and maintain a staff position that serves as the single point of contact (SPOC) for the implementation of all FHWA-administered funds within that agency. The person in this position must have sufficient knowledge and expertise in the federal-aid delivery process to coordinate issues and questions that may arise from project inception to project close-out. The agency is required to identify the contact information for this position at the time of programming of funds in the TIP, and to notify MTC immediately when the position contact has changed. This person will be expected to work closely with FHWA, Caltrans, MTC, and the respective CTA on all issues related to federal funding for all FHWA-funded projects implemented by the recipient.

Project sponsors that continue to miss delivery milestones and funding deadlines for any federal funds are required to prepare and update a delivery status report on all projects with FHWA-administered funds they manage, and participate, if requested, in a consultation meeting with the CTA, MTC, and Caltrans prior to MTC approving future programming or including any funding revisions for the agency in the TIP. The purpose of the status report and consultation is to ensure the local public agency has the resources and technical capacity to deliver FHWA federal-aid projects, is fully aware of the required delivery deadlines, and has developed a delivery timeline that takes into consideration the requirements and lead-time of the federal-aid process within available resources.

COUNTY & LOCAL PROGRAM POLICIES

In addition to the general programming policies, the following policies also apply to all projects selected for funding in the County & Local Program.

- 1. Minimum Grant Size:** Projects must be a minimum of \$500,000 for counties with a population over 1 million (Alameda, Contra Costa, and Santa Clara counties) and \$250,000 for counties with a population under one million (Marin, Napa, San Francisco, San Mateo, Solano, and Sonoma counties). The purpose of grant minimum requirements is to maximize the efficient use of federal funds and minimize the number of federal-aid projects which place administrative burdens on project sponsors, CTAs, MTC, Caltrans, and Federal Highway Administration (FHWA) staff.

On a case by case basis, MTC may program a grant award that is below the county minimum, but no less than \$150,000. These exceptions are subject to MTC staff discretion, but may be limited to non-infrastructure projects, safety projects, or projects that are already federalized.

2. Project Selection Process: MTC selects project in the County & Local Program through a competitive call for projects process, administered by MTC in coordination with the CTAs. In early 2022, MTC will develop and approve the call for projects guidelines (Appendix A-1) prior to releasing a regionwide call for local and county project nominations. In coordination with MTC, CTAs will assist with local agency outreach, public engagement, and initial project screening and evaluation. Following this initial process, CTAs will submit a locally prioritized list of project nominations for MTC's regional evaluation and final project selection in early 2023.

3. County Nomination Targets: With the release of the regionwide call for projects, MTC will provide CTAs with their nomination targets for the OBAG 3 County & Local Program. Nomination targets are established to guide the maximum funding request from each county. Similar to prior cycles, these targets will be based on population, recent housing production and planned growth, and housing affordability. However, these investment targets do not commit or imply a guaranteed share of funding to any individual county or jurisdiction. Each county's nomination target will also be adjusted to ensure that it is greater than the amount of base planning funding for that county (affects Napa County).

In order to ensure a sufficient pool of projects for MTC's final project selection, the nomination targets will be 120% of the total amount available for the County & Local Program minus the amounts for CTA Base Planning. Nomination targets will be detailed in Appendix A-1.

4. Project Selection Criteria & Outreach: MTC will develop detailed project selection criteria and outreach requirements prior to the release of the call for projects, and provided in Appendix A-1. The project selection guidelines will include, but may not be limited to, the following criteria: Detailed project selection criteria and outreach requirements are provided in Appendix A-1. Project selection guidelines include, but are not limited to, the following criteria:

- Screening of all projects for consistency with *Plan Bay Area 2050*, federal fund eligibility, and OBAG 3 programming policy requirements.
- Alignment with *Plan Bay Area 2050* strategies and federal performance management targets.
- Consistency with adopted regional plans and policies, such as Regional Safety/Vision Zero policy, Equity Platform, Regional Active Transportation Plan (AT Plan), Complete Streets Policy, Transit Oriented Communities (TOC) Policy, and priority actions from the Blue Ribbon Transit Transformation Action Plan.
- Projects located within PDAs, or select new growth geographies, and EPCs
- Projects identified in completed CBTPs or PBs
- Project deliverability within program deadlines.
- Emissions reductions benefit and cost effectiveness calculation (for projects eligible for CMAQ).

In addition to these criteria, final project selection will also reflect the relative PDA investment targets per county and the regionwide investment target of \$200 million in

active transportation (as described in Program Categories section, above). Consideration will also be given to overall project mix, equity, geographic spread, and to available fund sources and amounts.

POLICY CONSISTENCY

OBAG 3 Program Categories are designed to support and advance regional and federal priorities, including *Plan Bay Area 2050* strategies and FHWA Federal Performance Goal Areas, as illustrated in the matrix below.

OBAG 3 Program Category	PBA 2050 Strategies	Federal Performance Goal Areas
Planning & Program Implementation	H3, H4, H5, H6, H8 T1, T2, T3, T6, T7, T8, T9, T10, T11, T12 EC4, EC5, EC6 EN1, EN2, EN3, EN4, EN5, EN6, EN7, EN8, EN9	Safety Infrastructure Condition System Reliability Freight Movement and Economic Vitality Congestion Reduction Environmental Sustainability
Growth Framework Implementation	H3, H4, H5, H6, H8 T1, T2, T3, T11 EC4, EC5, EC6 EN4	Congestion Reduction Environmental Sustainability
Climate, Conservation and Resilience	T2, T7, T8 EN1, EN4, EN5, EN6, EN7, EN8, EN9	System Reliability Congestion Reduction Environmental Sustainability
Complete Streets and Community Choice	T1, T2, T3, T6, T7, T10	System Reliability Freight Movement and Economic Vitality Congestion Reduction Environmental Sustainability
Multimodal Systems Operations and Performance	T1, T2, T3, T8, T9, T10	Safety Infrastructure Condition Congestion Reduction Environmental Sustainability

For a complete list of Plan Bay Area 2050 strategies, see pages vii-x of the adopted plan, available at <https://www.planbayarea.org/>.

Appendix A-1: County & Local Program Call for Projects Guidelines

The One Bay Area Grant (OBAG 3) County & Local Program funding is available to projects through a competitive call for projects process, administered and selected by MTC in coordination with the nine Bay Area County Transportation Agencies (CTAs). MTC is responsible for call for projects oversight and final project selection.

To receive County & Local Program funding, CTAs and project sponsors must adhere to all OBAG 3 programming policies, including the call for projects guidelines. In the case of any conflict or inconsistency between these guidelines (MTC Resolution No. 4505, Appendix A-1) and the OBAG 3 Project Selection and Programming Policies (MTC Resolution No. 4505, Attachment A), the Project Selection and Programming Policies will be given precedence.

Program Requirements

Sponsor Requirements

Bay Area cities, counties, transit agencies, federally-recognized Tribal governments, and CTAs are eligible to apply for OBAG 3 County & Local Program funds. Cities and counties must meet the following requirements to **maintain eligibility for** program funding:

- Have a general plan housing element adopted and certified by the California Department of Housing and Community Development (HCD) for the 2023-31 Regional Housing Needs Allocation (RHNA) cycle by December 31, 2023, and maintain certification throughout the OBAG 3 program period, except as noted below;
- Submit Housing Element Annual Reports to HCD each year by the April 1 deadline throughout the OBAG 3 program period;
- Adopt a resolution self-certifying compliance with state housing laws related to surplus lands, accessory dwelling units, and density bonuses by December 31, 2023, except as noted below;
- Maintain ongoing compliance with the Housing Accountability Act (as determined by MTC staff) throughout the OBAG 3 program period;
- Complete a Local Roadway Safety Plan (LRSP) or equivalent safety plan, as defined by the California Highway Safety Improvement Program (HSIP) guidelines, by December 31, 2023;
- Maintain a certified Pavement Management Program (StreetSaver® or equivalent), updated as prescribed by MTC staff;
- Fully participate in statewide local streets and road needs assessment surveys (including any assigned funding contribution); and
- Provide traffic count data to MTC to support FHWA's Highway Performance Monitoring System (HPMS) on an annual basis, or as directed by MTC staff.

Jurisdictions that do not receive or maintain HCD housing element certification and/or have not adopted a state housing law self-certification resolution by December 31, 2023 will have any County & Local Program awards removed from the TIP. Jurisdictions will be given a one-year grace period to come into compliance with these housing-related requirements, during which time MTC will reinstate County & Local Program awards in the TIP for newly compliant sponsors at the earliest opportunity. MTC staff will

provide an update to the Commission on Bay Area jurisdictions' Housing Element certification progress in June 2024.

MTC will rescind any County & Local funds not programmed in the TIP from jurisdictions that remain or become noncompliant with these requirements after the Housing Element certification deadline.

MTC may retain County & Local Program funds in the TIP for sponsors that are noncompliant with the housing-related requirements referenced above, for projects that meet one of the following conditions:

- Projects awarded state or federal competitive grants that may be jeopardized by the deprogramming of County & Local Program funds.
- For capital projects that have not received final National Environmental Policy Act (NEPA) approval, sponsors may request to maintain a nominal amount of County & Local Program funds in the construction phase to continue the environmental approval process without interruption.

The above requirements do not apply to sponsors with no general plan or land use authority, such as CTAs or transit agencies under a Joint Powers Agreement (JPA) or special district.

In addition, all recipients of OBAG 3 funding, including public agencies without land use authority as well as federally-recognized Tribal governments, are required to:

- Comply with MTC's Complete Streets Policy, and its successor, including the requirement to complete a Complete Streets Checklist for each project applying for OBAG 3 funding; and
- Comply with MTC's Regional Project Delivery Policy (MTC Resolution No. 3606), including identification of a staff position to serve as the single point of contact (SPOC) for the implementation of all FHWA-administered funds within that agency. The person in this position must have sufficient knowledge and expertise in the federal-aid delivery process to coordinate issues and questions that may arise from project inception to project close-out.

Project Requirements

Sponsors may apply to receive funding through the call for projects process for eligible project types, as detailed by program category in the County & Local Programs section of Attachment A. Projects must comply with OBAG 3 General Programming Policies, in addition to the programming policies specific to the County & Local Program.

For each project, sponsors must provide the following:

- A Complete Streets Checklist for each distinct project location using the form provided by MTC (available at <https://mtc.ca.gov/planning/transportation/complete-streets>). CTAs must make checklists available to their Bicycle and Pedestrian Advisory Committee (BPAC) for review prior to project nomination. For projects that have already submitted a Complete Streets checklist for prior cycles of regional discretionary funding, sponsors may be required to complete an updated checklist or complete a second checklist review with their BPAC, as determined on a case-by-case basis by MTC staff.
- For projects eligible for Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds, the inputs necessary to assess the emissions benefits and cost-effectiveness of air quality

improvements resulting from project implementation. Air quality calculation input forms are provided on the OBAG 3 webpage (available at www.mtc.ca.gov/obag3).

- All projects selected by MTC for funding must provide a Resolution of Local Support, approved by the sponsor's governing body (template resolutions are available at www.mtc.ca.gov/obag3).
- All projects selected by MTC for funding must submit a project application, through MTC's Fund Management System (FMS), including a copy of the approved Resolution of Local Support.

PDA Minimum Investments

CTA nomination lists must meet or exceed the minimum threshold established for PDA supportive investments. For the North Bay counties of Marin, Napa, Solano, and Sonoma, the overall PDA supportive nominations must total 50% or more of the CTA's total funding request for that county. For the remaining counties of Alameda, Contra Costa, San Francisco, San Mateo, and Santa Clara, 70% or more of each CTA's funding request must consist of PDA supportive projects.

To be credited towards each county's PDA minimum investment threshold, a project must be located within or connected to a PDA, or be within one mile of a PDA boundary. Projects that are not physically located within one mile of a PDA but have a clear and direct connection to PDA implementation, such as transit maintenance facility improvements, may also be credited towards the PDA minimum investment thresholds. Determinations for such projects will be provided by MTC staff on a case-by-case basis.

Projects which consist of countywide programs or activities, including funds dedicated to CTA planning and programming, are given partial credit towards each county's minimum investment threshold calculations (70% or 50%, in line with each county's minimum threshold).

Nomination Targets

County nomination targets establish the maximum funding request that each CTA may make through County & Local Program project nominations. Similar to prior OBAG cycles, these targets are based on population, recent housing production and planned growth, and housing affordability. However, the OBAG 3 nomination targets do not commit or imply a guaranteed share of funding to any individual county or jurisdiction.

To ensure a sufficient pool of projects for regional selection, MTC is soliciting nominations for 120% of the available funding capacity for the County & Local Program. Each CTA's nomination target is calculated as a percent share of this overall nomination total, using the following factors:

- **Population:** 50% of the nomination target is based on a county's share of the regional population, using 2021 population estimates from the California Department of Finance.
- **Housing Production:** 30% of the nomination target is based on a county's share of regional housing production during the current and previous Regional Housing Needs Allocation (RHNA) cycles (2007 to 2019), using building permit data compiled by the Association of Bay Area Governments (ABAG).
- **Planned Growth:** 20% of the nomination target is based on a county's share of regional housing allocations through the 2023-31 RHNA cycle.
- **Housing Affordability:** For housing production and RHNA factors, 60% of each factor is calculated based on the production or planned growth in affordable housing alone, while the

remaining 40% considers all housing types. Affordable housing is defined as housing for very low-, low-, or moderate-income households, categories established by the California Department of Housing and Community Development (HCD) based on housing cost as a proportion of local area median income (AMI). For the purposes of calculating nomination targets, county-specific AMI values are used.

- **Planning and Implementation Balance:** Nomination targets may be further adjusted to ensure that no county receives a nomination target below the base planning amount programmed for that county. No such adjustments were necessary in developing the proposed nomination targets for OBAG 3.

The resulting nomination targets are detailed in the table below by county. CTAs may only nominate County & Local Program projects up to the target amounts listed below.

County	CTA	Nomination Share	Nomination Target
Alameda	Alameda County Transportation Commission	20.3%	\$82,827,000
Contra Costa	Contra Costa Transportation Authority	13.9%	\$56,775,000
Marin	Transportation Authority of Marin	2.8%	\$11,544,000
Napa	Napa Valley Transportation Authority	1.5%	\$6,143,000
San Francisco	San Francisco County Transportation Authority	15.2%	\$62,138,000
San Mateo	City/County Association of Governments of San Mateo County	9.1%	\$37,054,000
Santa Clara	Santa Clara Valley Transportation Authority	26.8%	\$109,385,000
Solano	Solano Transportation Authority	4.7%	\$19,159,000
Sonoma	Sonoma County Transportation Authority	5.6%	\$22,975,000
CTA Nomination Totals (120% available funds)			\$408,000,000
Funds Available (County & Local Program)			\$340,000,000

In addition, CTAs are encouraged (but not required) to submit project nomination lists that align with the following regionwide County & Local Program funding targets and constraints:

- **Active Transportation Investment Target:** OBAG 3 establishes a regionwide target of \$200 million for active transportation projects, including bicycle, pedestrian, and Safe Routes to School (SRTS) programs and projects. Bicycle and pedestrian elements included on projects that are not solely focused on active transportation (such as sidewalk or bike lane improvements included in a local road preservation project) also contribute to this regionwide investment target.
- **SRTS Investment Target:** OBAG 3 carries forward ongoing commitments to SRTS programming, by establishing a \$25 million regionwide target for SRTS programs and projects. Qualifying projects also contribute to the broader active transportation investment target described above.
- **Fund Source Eligibility:** Fund source targets for the County & Local Program are proportional to the overall composition of OBAG 3 funding, estimated to be 60% Surface Transportation Block

Grant Program (STP) funds and 40% CMAQ funds. As CMAQ is the more restrictive fund source, in effect this constraint requires that at least 40%, or \$150 million, of County & Local Program funds be allocated to CMAQ-eligible projects.

Outreach Requirements

MTC partners with CTAs to conduct public engagement and local agency outreach for the County & Local Program call for projects, consistent with Title VI of the Civil Rights Act and associated federal requirements. The existing relationships CTAs have with local jurisdictions, elected officials, transit agencies, federally-recognized Tribal governments, community organizations and stakeholders, and members of the public within their respective counties make them well suited to assist MTC in this role.

CTAs should develop outreach plans consistent with this section, and each CTA must have their plan approved by MTC staff prior to initiating the call for projects activities in their respective county. In addition, CTAs are required to submit documentation to MTC demonstrating compliance with this section during the project nomination process. A list of acceptable outreach compliance documentation can be found below (page 7).

Public Engagement

As part of their call for projects process, CTAs are required to conduct countywide outreach and engagement with stakeholders and the public to solicit project ideas. CTAs are expected to implement their public outreach and engagement efforts in a manner consistent with MTC's Public Participation Plan (MTC Resolution No. 4174), which can be found at <http://mtc.ca.gov/about-mtc/public-participation/public-participation-plan>. CTAs should make every effort to follow current best practices related to virtual and in-person public participation, outreach, and engagement. CTAs should also make meaningful efforts to lower participation barriers for hard-to-reach populations, Limited English Proficient (LEP) speakers, people with disabilities, and those who are historically challenged from weighing in on public decision making processes.

At a minimum, MTC and CTAs are required to:

- Execute effective and meaningful local outreach and engagement efforts during the call for projects by working closely with local jurisdictions, elected officials, transit agencies, community-based organizations, other relevant stakeholders, and the public through the project solicitation process;
- Explain the local call for projects process, informing stakeholders and the public about methods for public engagement; relevant key milestones; the timing and opportunities for public comments on project ideas, including all standing public meetings and any County & Local Program call for projects-specific events and/or meetings; and when decisions are to be made on the list of projects to be submitted to MTC;
- Hold public meetings and/or workshops at times that are conducive to public participation to solicit public input on project ideas to submit;
- When possible, schedule meetings/events at times and locations that prioritize participation from Equity Priority Communities and other communities that have historically been systematically left out of the decision-making process;

- Post notices of public meetings and hearing(s) on their agency website; include information on how to request language assistance for individuals with limited English proficiency, as well as reasonable accommodations for persons with disabilities. If agency protocol has not been established, please refer to MTC's Plan for Assisting Limited English Proficient Populations at mtc.ca.gov/about-mtc/public-participation/get-language-assistance or the Americans with Disabilities Act;
- Offer language assistance¹ and accommodations for people with disabilities on all collateral materials and meeting notices. Establish a reasonable amount of time to request assistance in advance and include this information in materials and meeting notices;
- Hold in-person public meetings, when health protocols allow for in-person meetings to be safely held, in central locations that are accessible via multiple transportation modes, especially public transit, and ensure all locations are accessible to persons with disabilities; and
- Respond to written public comments, and whenever possible, post all written comments to the agency's website and summarize how public feedback impacted the decision-making process.

CTAs with recent public engagement efforts relevant to the County & Local Program call for projects are encouraged to incorporate the results of these efforts into their project prioritization process, provided that such efforts are:

- Completed recently or concurrently (up to 12 month prior to the County & Local Program call for projects, with older but relevant outreach considered by MTC staff on a case-by-case basis);
- Sufficiently comprehensive to determine public support and priorities for transportation project types eligible for funding under OBAG 3 (for example, development of a Countywide Transportation Plan or Countywide Capital Improvement Program);
- Conducted in an accessible, equitable manner consistent with federal Title VI nondiscrimination requirements; and
- Supplemental to other, dedicated opportunities for public input on OBAG 3 County & Local Program funding specifically that meet the minimum outreach requirements detailed in the paragraph above.

Agency Coordination

CTAs are expected to work closely with regional stakeholders during the call for project process, including MTC, Caltrans, and potential project sponsors. At a minimum, MTC and CTAs are required to communicate the call for projects and solicit applications from all local jurisdictions, transit agencies, and federally recognized Tribal governments within their county boundaries. For counties with federally

¹ The Regional Housing Technical Assistance program has developed a useful reference document that outlines best practices for offering language translation services:
https://abag.ca.gov/sites/default/files/documents/2021-11/Best_Practices_Multilingual_Engagement_10-2021.pdf.

recognized Tribal governments within their jurisdictions, MTC and CTAs are required to offer opportunities for government-to-government consultation to the Tribes.

Title VI Responsibilities

Call for projects processes must be consistent with Title VI of the Civil Rights Act, and the associated Executive Order on Environmental Justice (EO 12898), which together prohibit discrimination in federally-assisted programs on the basis of race, ethnicity, or income. Public outreach to, and involvement of, individuals in low income and communities of color covered under Title VI is critical to both local and regional decisions. MTC and CTAs are required to ensure that underserved communities are provided opportunities for access and input to the project submittal process. This may include, but is not limited to, the following:

- Assisting community-based organizations, Equity Priority Communities, and any other underserved community interested in having projects submitted for funding; and
- Removing barriers for persons with limited-English proficiency and other communities that have historically been systematically left out of the decision-making process to have access to the project submittal process.

Resources and Documentation

CTAs may refer to MTC's Public Participation Plan for further guidance on Title VI outreach strategies, found at <http://mtc.ca.gov/about-mtc/public-participation/public-participation-plan>. Additional resources related to Title VI, civil rights compliance, and virtual participation are available from these agencies:

- FHWA at <http://www.fhwa.dot.gov/civilrights/programs/tvi.htm>;
- Caltrans at http://www.dot.ca.gov/hq/LocalPrograms/DBE_CRLC.html#TitleVI;
- MTC at http://www.mtc.ca.gov/get_involved/rights/index.htm; and
- ABAG webinar: "Engage How To! Introduction to Remote Meeting Tools" at <https://abag.ca.gov/our-work/housing/regional-housing-technical-assistance/training>

Additionally, CTAs are encouraged to use the following resources to source MTC pre-approved consultant services for their outreach efforts:

- **Equity Consultant Bench:** for general support with outreach activities, available at https://mtc.ca.gov/sites/default/files/documents/2021-07/Equity_Bench_Consultant_Catalog_2021.pdf; and
- **Translation and Interpreter Services Consultant Bench:** for translation, interpretation, and American Sign Language (ASL) services to ensure meaningful access by Limited English Proficiency (LEP) populations (as required under Title VI) and provide accessibility accommodations (as required by the Americans with Disabilities Act), available at <http://mtc.legistar.com/gateway.aspx?M=F&ID=5b527bad-4840-4614-8ce8-72d94770e4e6.pdf>.

Both consultant benches include consultant firms pre-qualified by MTC through Request for Qualifications (RFQ) processes which included "Cooperative Use" language, allowing other agencies to use MTC's processes to satisfy their own contracting and procurement guidelines.

To demonstrate compliance with outreach requirements, CTAs are required to submit the following documentation to MTC staff by September 30, 2022:

- A copy of the CTA's public outreach and engagement plan, developed in coordination with MTC;
- Copies or text of public notice(s) of opportunities for members of the public to provide input on County & Local Program criteria and/or project nominations, which must include information on how to request language assistance and accessibility accommodations;
- A list of CBOs or other organizations representing potentially impacted groups that the CTA contacted for input on the County & Local Program;
- Dates, times, and locations of public meetings, hearings, and/or workshops where opportunity for public input on the County & Local Program was afforded;
- A summary of public input received during the call for projects process, and how such feedback, and the results of any relevant prior outreach, was used in the CTA evaluation and decision-making process;
- A description of correspondence and/or meetings with all applicable local jurisdictions, transit agencies, and federally-recognized tribal governments informing each of the call for projects opportunity; and
- If information from prior or concurrent outreach efforts was incorporated into the CTA's call for projects process, a narrative description of these efforts, how the results informed project prioritization, and how the CTA met the minimum public involvement requirements for the OBAG 3 call for projects described above.

County Screening and Evaluation

CTAs, in coordination with MTC, will solicit and collect project applications, screening applicants and projects for program eligibility, and initial scoring and/or ranking of projects. CTAs will develop individual application materials, deadlines, and processes for their county's call for projects, consistent with these overall program guidelines and subject to approval by MTC staff. At minimum, CTAs must incorporate the following regional criteria into their project evaluations.

- **Eligibility:** CTAs should screen potential sponsors and applications for eligibility with federal and regional requirements. Projects must be:
 - Eligible for STP or CMAQ funds, as detailed in 23 USC Sec. 133 and at <https://www.fhwa.dot.gov/fastact/factsheets/stbgfs.cfm> (STP), and in 23 USC Sec. 149 and at http://www.fhwa.dot.gov/environment/air_quality/cmaq/policy_and_guidance/ (CMAQ);
 - Consistent with *Plan Bay Area 2050*, available at <https://www.planbayarea.org/>; and
 - Meet all OBAG 3 programming policy requirements described in these guidelines and in MTC Resolution 4505.
- **Alignment:** CTAs should evaluate projects for alignment with relevant federal and regional plans and policies. Additional weight should be given to projects that:
 - Are located in PDAs or Transit-Rich Areas (TRAs), identified in locally-adopted plans (e.g. Specific Plans) for PDAs, or support preservation of Priority Production Areas (PPAs), as defined in Chapter 1 of *Plan Bay Area 2050* and available for viewing or download at <https://opendata.mtc.ca.gov/datasets/MTC::plan-bay-area-2050-growth-geographies/about>;

- Invest in historically underserved communities, which may include projects prioritized in a Community-Based Transportation Planning (CBTP) or Participatory Budgeting process, or projects located within Equity Priority Communities with demonstrated community support. Equity Priority Communities are defined in Chapter 1 *Plan Bay Area 2050* and described at <https://mtc.ca.gov/planning/transportation/access-equity-mobility/equity-priority-communities>;
- Are located in jurisdictions with affordable housing protection, preservation, and production strategies, including an emphasis on community stabilization and anti-displacement policies with demonstrated effectiveness;
- Implement multiple *Plan Bay Area 2050* strategies, described throughout the Plan (in particular, Chapters 2-5), or implementation actions (Chapter 7);
- Advance Federal Performance Management Goals for safety, asset management, environmental sustainability and system performance, as detailed in 23 USC Sec. 105(b) and at <https://www.fhwa.dot.gov/tpm/about/goals.cfm>;
- Demonstrate consistency with one or more of the following regional plans and policies:
 - Regional Safety/Vision Zero Policy (MTC Resolution No. 4400):
<https://mtc.ca.gov/tools-resources/digital-library/10a-20-0788-resono-4400-regional-safety-vz-policy.pdf>
 - Equity Platform: <https://mtc.ca.gov/about-mtc/what-mtc/equity-platform>
 - Regional Active Transportation Plan (in development):
<https://mtc.ca.gov/funding/investment-strategies-commitments/climate-protection/regional-active-transportation-plan>
 - Transit Oriented Communities Policy (update pending):
<https://mtc.ca.gov/planning/land-use/transit-oriented-development-tod-policy>
 - Blue Ribbon Transit Transformation Action Plan:
https://mtc.ca.gov/sites/default/files/documents/2021-09/Transit_Action_Plan_1.pdf
- **Community Support:** CTAs must prioritize project applications with demonstrated public support from communities disproportionately impacted by past discriminatory practices, including redlining, racial covenants, urban renewal, and highway construction that divided low-income and communities of color. Community support may be determined through a variety of means, including (but not limited to):
 - Responses to public outreach, including comments received at public meetings or hearings, feedback from community workshops, survey responses, etc.; and
 - Endorsement by a Community-Based Organization (CBO) representing historically and potentially impacted populations.
- **Deliverability:** CTAs must evaluate applicants and projects for potential deliverability issues, deprioritizing or excluding projects as needed based on risk. CTAs should ensure that project sponsors have sufficient agency capacity and technical expertise to complete projects in accordance with MTC's Regional Project Delivery Policy (available at <https://mtc.ca.gov/funding/federal-funding/project-delivery>) and meet OBAG 3 deadlines. Project sponsors must be able to obligate OBAG 3 funds no later than January 31, 2027.

CTA project evaluation criteria must be approved by both MTC staff and the CTA's governing board prior to initiating the call for projects activities in their respective county. CTAs may develop separate evaluation frameworks by project type, but each such framework must meet the requirements of this section.

Project Nominations

After completing initial project screening and evaluations, CTAs will submit project nominations and associated documentation to MTC for regional evaluation and project selection. Nomination lists must be approved by the CTA's governing board prior to submission to MTC. CTA project nomination packets are due to MTC by September 30, 2022, and must include the following elements:

- **Nomination List:** list(s) of eligible candidate projects for the OBAG 3 County & Local Program, ranked or scored according to the evaluation criteria developed by the CTA and approved by MTC staff. Nomination lists must comply with all OBAG 3 programming policies, including sponsor and project requirements, PDA minimum investments, and CTA nomination targets.
- **Board Approval:** signed resolution documenting CTA governing board action approving the County & Local Program project nomination list.
- **Outreach Documentation:** materials verifying CTA compliance with outreach requirements as described above.
- **Compliance Checklists:** completed checklists and supporting documentation affirming compliance with County & Local Program programming policies for both the CTA and each sponsor with a project on the nomination list. Checklists should be completed by the CTA, and must be signed by a signatory authority for the concerned agency. CTA and sponsor checklists are provided through the OBAG 3 webpage (available at www.mtc.ca.gov/obag3) under "Partner Agency Resources."

Regional Project Evaluation

Using the nomination packets provided by the CTAs, MTC staff will form a review committee composed of multidisciplinary group of staff members to complete a regional project evaluation process and develop a recommended subset of projects for adoption by the Commission. This process will consist of the following steps:

- **Eligibility Review:** MTC staff will review submitted documentation and ensure CTA, sponsor, and project compliance with applicable federal and regional policies. Any issues identified will be communicated to CTA staff, and projects with unresolved issues will be excluded from further consideration.
- **Regional Criteria:** members of the review committee will score projects using the following rubric:
 - CTA Prioritization (75 points): relative CTA project rank or score, scaled to a range of 0-75 and normalized across CTAs.
 - Regional Impact (15 points): project alignment with *Plan Bay Area 2050* strategies, anticipated effectiveness in advancing regional objectives, and contribution to regionally significant networks or facilities.

- Deliverability (10 points): sponsor capacity to deliver the specified project, including consideration of prior performance on MTC-funded projects, and any anticipated risk to the project development schedule or funding plan.
- Air Quality Improvement (10 points): for CMAQ-eligible projects relative cost-effectiveness of projects in reducing emissions for criteria air pollutants for the San Francisco Bay Area Air Basin and additional consideration for PM2.5 reducing projects.
- **Project Ranking Process:** candidate projects will be ranked according to their average review committee score. To ensure that high performing air quality improvement projects are prioritized for CMAQ funding, MTC staff will first develop a recommended list of eligible projects for CMAQ funding using the comprehensive rubric rankings (all eligible projects scored with a maximum possible score of 110 points and ranked from highest to lowest score). All remaining projects, including CMAQ-eligible projects not recommended for funding using this first method, will then be ranked with the air quality improvement portion of the rubric score excluded (all remaining projects scored with a maximum possible score of 100 points and ranked from highest to lowest score). The latter rankings will be used by MTC staff to develop a recommended list of projects for STP funding.
- **Program Balancing:** candidate projects will be initially prioritized according to their ranking as described above. However, to achieve programmatic investment thresholds, and ensure a balanced program of projects, MTC staff may adjust project prioritization based on the following factors:
 - County PDA investment targets;
 - Regionwide investment targets, including Active Transportation and SRTS investments;
 - Relative STP and CMAQ availability; and
 - Overall program balancing for a variety of project types, equitable investments, and geographic spread.

Using this process, MTC staff will develop a draft program of recommended projects for Commission adoption. MTC staff will coordinate with CTA staff to provide comments and feedback on the draft program of projects, and may refine the recommended program of projects accordingly.

Program Approval

The Commission will consider the recommended OBAG 3 County & Local Program projects in January 2023. Projects approved by the Commission for funding will be eligible for programming into the TIP starting in February 2023. Approved County & Local Program projects and any subsequent revisions by the Commission will be detailed in Attachment B-2.

Projects nominated by CTAs but not selected for funding by the Commission will automatically be considered for future eligible funding opportunities through the OBAG 3 Regional Program, or as additional programming capacity becomes available for the County & Local Program.

Attachment B-1
MTC Resolution No. 4505
OBAG 3 Regional Programs
FY 2022-23 through FY 2025-26
December 2024

MTC Res. No. 4505 Attachment B-1

Adopted: 01/26/22-C

Revised: 02/23/22-C 06/22/22-C 09/28/22-C 10/26/22-C 11/16/22-C
01/25/23-C 02/22/23-C 03/22/23-C 05/24/23-C 06/28/23-C 07/26/23-C
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OBAG 3 Regional Programs Project List

PROJECT CATEGORY AND TITLE	SPONSOR	Total STP/CMAQ	Total Other
OBAG 3 REGIONAL PROGRAMS		\$363,120,000	\$91,520,000
1. PLANNING AND PROGRAM IMPLEMENTATION			
Planning and Program Implementation			
Regional Planning Activities	MTC	\$8,300,000	
Program and Project Implementation	MTC	\$37,200,000	
Program and Project Implementation - Transit Transformation	MTC	\$4,000,000	
1. PLANNING AND PROGRAM IMPLEMENTATION		\$49,500,000	\$0
2. GROWTH FRAMEWORK IMPLEMENTATION			
Growth Framework Implementation			
PDA Planning and Technical Assistance Grants			
PDA Planning and Technical Assistance Grants - Balance	MTC	\$6,415,000	
Alameda County: San Lorenzo Village Specific Plan	MTC	\$600,000	
Benicia: Eastern Gateway Infrastructure Master Plan	MTC	\$312,000	
Campbell: Hamilton Avenue Precise Plan	MTC	\$400,000	
Fairfield/STA: Solano Rail Hub Residential Cluster	MTC	\$200,000	
Millbrae: El Camino Real Streetscape Plan Implementation	MTC	\$200,000	
Millbrae: MSASP Amend - Integrated Multi-Modal Transit Stn	MTC	\$600,000	
Milpitas: Innovation District Parks and Trails Master Plan	MTC	\$200,000	
Milpitas: Milpitas Main Street Sense of Place Plan	MTC	\$600,000	
Moraga: Moraga Center Specific Plan	MTC	\$600,000	
Moraga: Moraga Center Specific Plan Amendments	MTC	\$88,000	
Orinda: Path for Affordable Housing TOD at Orinda BART	MTC	\$200,000	
Petaluma: Corona Road SMART Station PDA Specific Plan	MTC	\$1,150,000	
San Carlos: Downtown Together - Downtown Specific Plan	MTC	\$300,000	
San Francisco: Well-Resourced PDAs Zoning Plan	MTC	\$1,035,000	
San Leandro: Bay Fair TOD Specific Plan Amendment	MTC	\$600,000	
San Leandro: Bay Fair TOD Sub-Area 1 Precise Plan	MTC	\$1,200,000	
Santa Rosa: South Santa Rosa Specific Plan	MTC	\$1,200,000	
Sebastopol: Workforce Housing Zoning	MTC	\$250,000	
Sonoma County: Airport Area Specific Plan Update (Removed)	MTC	\$800,000	
Suisun City/STA: PDA Project Implementation	MTC	\$200,000	
Vacaville: Allison Policy Plan	MTC	\$1,200,000	
Vallejo: Downtown Amend and Streetscape Impl	MTC	\$1,200,000	
Vallejo: Waterfront Amendment	MTC	\$1,200,000	
Priority Production Area (PPA) Pilot Program			
Benicia: Port of Benicia - Infras. & Facility Modernization Plan	MTC	\$0	\$750,000
CC County: N Waterfront PPAs Technical Assistance Project	MTC	\$0	\$500,000
East Bay Econ Dev Alliance: Next Gen EB Indust Bldgs/Dists	MTC	\$0	\$500,000
STA: Aligning Middle Wage Jobs with Housing in Solano County	MTC	\$0	\$500,000
Regional Housing Initiatives			
Regional Housing Bond - County Election Cost Reimbursement	BAHFA	\$0	\$5,000,000
Regional Housing Technical Assistance (Revised)	MTC	\$2,800,000	
2. GROWTH FRAMEWORK IMPLEMENTATION		\$22,750,000	\$7,250,000
3. CLIMATE, CONSERVATION, AND RESILIENCE			
Climate Initiatives			
Mobility Hubs			
Mobility Hubs Capital Grants - Balance	TBD	\$9,600,000	\$10,610,000
Dublin/Pleasanton Access and Station Area Improvements	BART	\$0	\$3,000,000
Martinez Amtrak Station Shared Mobility Hub	CCTA	\$0	\$3,000,000
San Fernando Street Small-Scale Mobility Hubs	San Jose	\$0	\$1,140,000
Contra Costa College (CCC) Mobility Hub	San Pablo	\$0	\$2,950,000
Mobility Hubs Planning Grants - Balance	MTC	\$564,000	
ECCTA: Antioch Park n Ride Mobility Hub Plan	MTC	\$400,000	
SFMTA: Southeastern SF Mobility Hub Plan	MTC	\$396,000	

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OBAG 3 Regional Programs Project List

PROJECT CATEGORY AND TITLE	SPONSOR	Total STP/CMAQ	Total Other
OBAG 3 REGIONAL PROGRAMS		\$363,120,000	\$91,520,000
TAM: Marin County Mobility Hub Plan	MTC	\$400,000	
Mobility Hubs and Parking Management Technical Assistance	MTC	\$740,000	
Bikeshare			
Electric Bikeshare: Bay Wheels Bikeshare E-bike Expansion - Berkeley, Emeryville, Oakland, San Francisco, San Jose	MTC	\$1,250,000	\$15,940,000
Adaptive Bikeshare Pilot - Berkeley, Emeryville, Oakland, San Jose	MTC	\$0	\$100,000
Adaptive Bikeshare Pilot - San Francisco	MTC	\$0	\$100,000
Bay Wheels Bikeshare Expansion - Daly City	MTC	\$0	\$1,250,000
Bikeshare Outreach	MTC	\$300,000	
Bikeshare Station Electrification	MTC	\$560,000	
Bikeshare Station Siting - Oakland	MTC	\$0	\$150,000
Marketing for Bikeshare E-bike Expansion Launch	MTC	\$0	\$150,000
Membership Incentives for Bikeshare E-bike Expansion Launch	MTC	\$0	\$200,000
Transportation Electrification			
Charging Infrastructure: Regional Technical Assistance Program	TBD	\$0	\$20,000,000
Charging Infrastructure: Transit Station Public Charging Program			
Electric Vehicle Charging at BART Stations	BART	\$0	\$5,900,000
Richmond Ferry Terminal Charging Infrastructure	WETA	\$0	\$3,750,000
Suisun City EV Charging Station Installation	Suisun City	\$0	\$350,000
Local Public Fleet Electrification: Planning Assistance	MTC	\$4,000,000	
Large (500+ Vehicle) Fleet Planning <i>BART, Berkeley, Marin County, San Francisco, Sonoma County</i>	MTC	\$2,000,000	
Medium (100-500 Vehicle) Fleet Planning <i>Alameda, Oakland, San Leandro, Concord, El Cerrito, Novato, San Rafael, Napa, Napa County, San Mateo, South San Francisco, Benicia, Vacaville</i>	MTC	\$2,600,000	
Small (<100 Vehicle) Fleet Planning <i>Dublin, Corte Madera, Fairfax, Mill Valley, San Anselmo, Sausalito, Tiburon, Calistoga, St. Helena, Yountville, Belmont, Half Moon Bay, Hillsborough, Dixon</i>	MTC	\$1,400,000	
Planning & Program Strategy: Local Action Planning	MTC	\$4,500,000	
Planning & Program Strategy: Regional Program Strategy	MTC	\$500,000	
Parking Management			
Parking Management Capital	TBD	\$4,000,000	
Parking Management Planning - Balance	MTC	\$322,000	
Concord: Downtown Parking Technology Solutions Study	MTC	\$110,000	
Lafayette: Downtown Lafayette Parking Mgmt Program	MTC	\$170,000	
Menlo Park: Menlo Park Citywide Strategic Parking Plan	MTC	\$125,000	
Napa: Park Napa Plan	MTC	\$315,000	
Petaluma: Downtown Area Parking Management Plan	MTC	\$100,000	
San Mateo: Citywide Parking Requirement Update	MTC	\$200,000	
Santa Rosa: Downtown Parking, Curb Mgmt & Access Plan	MTC	\$207,000	
Sausalito: Sausalito Downtown Parking Study	MTC	\$106,000	
Vallejo: Downtown/Waterfront Parking Mgmt Eval/Action Plan	MTC	\$150,000	
Walnut Creek: Downtown Curbside Management Plan	MTC	\$195,000	
Regional Transportation Demand Management (TDM)			
Commuter Benefits Program	MTC	\$8,400,000	
Commuter Benefits Program - Air District	BAAQMD	\$1,600,000	
Regional Carpool/Vanpool Program	MTC	\$3,400,000	
Bike to Work & Spare the Air Youth	MTC	\$4,800,000	
511 Traveler Information Services	MTC	\$14,000,000	
Regional TDM Balance	MTC	\$4,000,000	
Priority Conservation Area (PCA) Grant Program			

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OBAG 3 Regional Programs Project List

PROJECT CATEGORY AND TITLE	SPONSOR	Total STP/CMAQ	Total Other
OBAG 3 REGIONAL PROGRAMS		\$363,120,000	\$91,520,000
PCA Program Implementation	MTC	\$0	\$1,500,000
PCA Call for Projects - Phase I			
CCRCO: Livestock Pond Restoration	MTC	\$0	\$278,000
EBRPD: Tidewater Expansion	MTC	\$0	\$1,000,000
Farm to Market Phase 4	Solano County	\$750,000	
GGNPC: Bothin Marsh Evolving Shorelines	MTC	\$0	\$662,000
Napa Valley Vine Trail - Vista Carneros Segment	Napa County	\$750,000	
NCRPOSD: Phinney Fee Acquisition	MTC	\$0	\$1,000,000
POST: Coyote Valley Wildlife Connectivity Planning	MTC	\$0	\$250,000
SCVHA: Richmond Ranch Acquisition	MTC	\$0	\$1,000,000
SCVOSA: Rancho Canada del Oro Bay Area Ridge Trail	MTC	\$0	\$250,000
Sonoma Schellville Trail Design	Sonoma County	\$550,000	
Southeast Greenway	Santa Rosa	\$750,000	
Santa Clara County: Upper Stevens Creek Trail	MTC	\$0	\$500,000
Visitacion Ave Bike/Ped Safety Improvements	San Francisco	\$750,000	
PCA Grant Program Balance	TBD	\$8,050,000	
3. CLIMATE, CONSERVATION, AND RESILIENCE		\$83,010,000	\$75,030,000
4. COMPLETE STREETS AND COMMUNITY CHOICE			
Healthy, Safe, and Sustainable Streets			
Regional Vision Zero/Safety Program			
CCTA: Local Roadway Safety Plan Development	MTC	\$630,000	
NVTA: Local Roadway Safety Plan Development	MTC	\$250,000	
C/CAG: Local Roadway Safety Plan Development	MTC	\$0	\$400,000
Bay Area Vision Zero Data System (BayViz)	MTC	\$940,000	\$80,000
BayViz Non-Pavement Asset Data Collection	MTC	\$1,000,000	
Data Driven Safety Campaign	San Jose	\$1,700,000	
Enhancing Support for Safety in the Bay Area (SS4A Match)	MTC	\$0	\$2,000,000
Vision Zero Working Group Peer Exchanges	MTC	\$500,000	
Vision Zero Working Group Workshops	MTC	\$500,000	
Regional Pavement & Asset Management Program		\$0	
Pavement Technical Assistance Program (PTAP)	MTC	\$10,000,000	
Pavement Management Program (PMP)	MTC	\$1,000,000	\$2,000,000
Regional Active Transportation Plan (AT Plan) Implementation			
Active Transportation Technical Assistance Program			
Active Transportation Program (ATP) Application Assistance	MTC	\$0	\$300,000
Active Transportation Workshops	MTC	\$1,000,000	
El Cerrito: BART to Bay Trail Connector	MTC	\$0	\$40,000
El Cerrito: South El Cerrito Safe Routes to School	MTC	\$0	\$40,000
Mountain View: Evelyn Avenue Bikeway, Franklin to Bernardo	MTC	\$0	\$40,000
Napa Valley Vine Trail Coalition: NVVT Gap Closure North to S Napa County	MTC	\$0	\$40,000
Oakland: Doolittle Drive Bay Trail Gap Closure	MTC	\$0	\$40,000
Orinda: Wilder/Downtown Class 1 Multi-use Path Development Project	MTC	\$0	\$40,000
Petaluma: Lakeville Corridor Multi-Modal Improvements Study	MTC	\$0	\$40,000
Pleasant Hill: Monument Boulevard Active Transportation Corridor	MTC	\$0	\$40,000
SCTA/Rohnert Park: Hwy 101 Bike/Ped Overcrossing at Copeland Creek	MTC	\$0	\$40,000
San Bruno: San Bruno Avenue Complete Streets Project	MTC	\$0	\$40,000
San Jose: Quick Build Delineators to Complete 11 Class IV Bikeways	MTC	\$0	\$200,000
San Mateo County: Midcoast Multimodal Parallel Trail Gap Closure	MTC	\$0	\$40,000
Santa Clara: De La Cruz Blvd, Lick Mill Blvd, and Scott Blvd Bike Projects	MTC	\$0	\$40,000
Santa Rosa: Deployment of Quick Build Low-Stress Bicycle Facilities	MTC	\$0	\$200,000
Union City: UC Blvd. Bay Trail Connect/ Ala Creek Trail to Dry Creek Park	MTC	\$0	\$40,000
Vallejo: Mare Island Causeway Complete Street	MTC	\$0	\$40,000
Active Transportation Technical Assistance Program Balance	MTC	\$2,740,000	
Bay Trail Planning	MTC	\$1,500,000	

Attachment B-1
MTC Resolution No. 4505
OBAG 3 Regional Programs
FY 2022-23 through FY 2025-26
December 2024

MTC Res. No. 4505 Attachment B-1

Adopted: 01/26/22-C

Revised: 02/23/22-C 06/22/22-C 09/28/22-C 10/26/22-C 11/16/22-C
01/25/23-C 02/22/23-C 03/22/23-C 05/24/23-C 06/28/23-C 07/26/23-C
09/27/23-C 10/25/23-C 11/22/23-C 12/20/23-C 02/28/24-C 03/27/24-C
05/22/24-C 06/26/24-C 07/24/24-C 09/25/24-C 11/20/24-C 12/18/24-C

OBAG 3 Regional Programs Project List

PROJECT CATEGORY AND TITLE	SPONSOR	Total STP/CMAQ	Total Other
OBAG 3 REGIONAL PROGRAMS		\$363,120,000	\$91,520,000
Bay Trail Implementation	MTC	\$400,000	\$350,000
Bay Trail Technical Assistance	MTC	\$250,000	
Bay Trail - Marshlands Road (Phase 1)	MTC	\$1,500,000	
Bay Skyway: West Oakland Link	MTC	\$1,900,000	
SFMTA Light Rail Vehicles (for YBI MUP and Related Roadway Imps)	SFMTA	\$4,100,000	
Community Choice			
Community-Based Transportation Plans (CBTPs)			
ACTC: Community-Based Transportation Plans	MTC	\$600,000	
CCTA: Community-Based Transportation Plans	MTC	\$450,000	
TAM: Community-Based Transportation Plans	MTC	\$150,000	
NVTA: Community-Based Transportation Plans	MTC	\$150,000	
SFCTA: Community-Based Transportation Plans	MTC	\$0	\$370,000
C/CAG: Community-Based Transportation Plans	MTC	\$0	\$245,000
VTa: Community-Based Transportation Plans	MTC	\$0	\$600,000
STA: Community-Based Transportation Plans	MTC	\$0	\$190,000
SCTA: Community-Based Transportation Plans	MTC	\$0	\$245,000
Community Action Resource and Empowerment (CARE) Program			
Engagement, TA, Capacity Building for CBTPs and CARE	MTC	\$0	\$1,500,000
CARE Unprogrammed Balance	TBD	\$13,500,000	
4. COMPLETE STREETS AND COMMUNITY CHOICE		\$44,760,000	\$9,240,000
5. MULTIMODAL SYSTEMS OPERATIONS AND PERFORMANCE			
Transit Transformation Action Plan			
Transit Priority - Highway Investments	MTC	\$13,000,000	
Transit Priority - Bus Accelerated Infrastructure Delivery (BusAID)	TBD	\$4,095,000	
International Blvd Transit Lane Delineation	AC Transit	\$3,906,000	
El Camino Real Bus Boarding Islands & Stop Balancing in Redwood City	SamTrans	\$1,421,000	
El Camino Real - Fast Tracking Corridor-Wide Implementation	SamTrans	\$2,000,000	
K-Ingleside Rapid Project Ocean Ave Quick-Build	SFMTA	\$2,200,000	
Vision Zero E San Jose Safety Corridor Senter Rd Boarding Islands	San Jose	\$4,028,000	
Innovative Deployments for Enhanced Arterials - Transit Signal Priority (IDEA TSP)			
CCTA: Innovate 680 - Coordinated Adaptive Traffic Signals (CATS)	MTC	\$250,000	
TAM: Marin Countywide Coordinated Signal Modernization Plan	MTC	\$500,000	
County Connection: Four Corridors TSP	MTC	\$200,000	
SamTrans: Countywide TSP Program	MTC	\$700,000	
City of San José: TSP Evaluation and Signal Retiming	MTC	\$300,000	
Mapping & Wayfinding	MTC	\$5,600,000	
Multimodal Systems Programs			
Clipper C2 Capital (Loan for RM3)	MTC	\$30,000,000	
Forward Programs	MTC	\$21,800,000	
Bay Bridge Forward I-80/Powell I/C Transit Access	MTC	\$1,200,000	
Resilient SR 37	MTC	\$10,000,000	
Design Alternative Assessments/Corridor Studies	MTC	\$4,000,000	
Adaptive Ramp Metering Implementation - Balance	MTC	\$3,000,000	
Adaptive Ramp Metering on SR 237 in Santa Clara County	MTC	\$1,000,000	
Optimized Freeway Corridor Operations	MTC	\$6,000,000	
Multimodal Arterial Operations	MTC	\$6,500,000	
Shared Connected/Automated Vehicles and Technology	MTC	\$1,000,000	
Regional ITS Architecture	MTC	\$2,000,000	
Express Lanes Studies and Pilots (Non-Infrastructure)	MTC	\$2,000,000	
Regional Communications Infrastructure Upgrade	MTC	\$24,400,000	
Incident Management	MTC	\$4,000,000	
SR 29 American Canyon Operational and Multimodal Imps	NVTA	\$1,000,000	

Attachment B-1
MTC Resolution No. 4505
OBAG 3 Regional Programs
FY 2022-23 through FY 2025-26
December 2024

MTC Res. No. 4505 Attachment B-1

Adopted: 01/26/22-C

Revised: 02/23/22-C 06/22/22-C 09/28/22-C 10/26/22-C 11/16/22-C
01/25/23-C 02/22/23-C 03/22/23-C 05/24/23-C 06/28/23-C 07/26/23-C
09/27/23-C 10/25/23-C 11/22/23-C 12/20/23-C 02/28/24-C 03/27/24-C
05/22/24-C 06/26/24-C 07/24/24-C 09/25/24-C 11/20/24-C 12/18/24-C

OBAG 3 Regional Programs Project List

PROJECT CATEGORY AND TITLE	SPONSOR	Total STP/CMAQ	Total Other
OBAG 3 REGIONAL PROGRAMS		\$363,120,000	\$91,520,000
SamTrans Preventative Maintenance (for SamTrans ROW Repayment)	SamTrans	\$7,000,000	
5. MULTIMODAL SYSTEMS OPERATIONS AND PERFORMANCE		\$163,100,000	\$0
OBAG 3 REGIONAL PROGRAMS	TOTAL:	\$363,120,000	\$91,520,000

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Attachment B-2
MTC Resolution No. 4505
OBAG 3 County & Local Programs
FY 2022-23 through FY 2025-26
December 2024

MTC Res. No. 4505 Attachment B-2
 Adopted: 01/26/22-C 11/20/24-C
 Revised: 06/22/22-C 09/28/22 10/26/22-C 01/25/23-C 03/22/23-C
 05/24/23-C 07/26/23-C 12/20/23-C 03/27/24-C 05/22/24-C 12/18/24-C

OBAG 3 County & Local Programs Project List

PROJECT CATEGORY AND TITLE	SPONSOR	Total STP/CMAQ	Other
OBAG 3 COUNTY & LOCAL PROGRAMS		\$340,593,000	
ALAMEDA COUNTY			
CTA Planning Activities			
Planning Activities Base	MTC	\$4,905,000	
Planning Activities Supplemental	ACTC	\$2,600,000	
County/Local Program			
Fruitvale Corridor	AC Transit	\$2,000,000	
San Pablo Avenue Bus and Bike Lanes	ACTC	\$10,000,000	
San Pablo Avenue Bus and Bike Lanes (for Safety/Bus Bulbs) (Added)	ACTC	\$5,941,000	
San Pablo Avenue Parallel Bike Network	ACTC	\$9,000,000	
San Pablo Avenue Parallel Bike Network (for Safety/Bus Bulbs) (Added)	ACTC	\$4,059,000	
San Pablo Avenue Parallel Bike Network - Jackson St	ACTC/Albany	\$1,000,000	
San Pablo Avenue Safety/Bus Bulbs Project (Removed)	ACTC	\$10,000,000	
SRTS Non-Infrastructure Program	ACTC	\$8,883,000	
Central Avenue/Fourth Street/Ballena Blvd Roundabout	Alameda	\$2,325,000	
Mission Boulevard Phase III Corridor Improvements	Alameda County	\$4,950,000	
West Oakland Link	MTC/BATA	\$4,200,000	
Upper San Lorenzo Creekway Trail	Alameda County	\$9,621,000	
Old Town Streetscape	Newark	\$5,141,000	
ALAMEDA COUNTY		\$74,625,000	
CONTRA COSTA COUNTY			
CTA Planning Activities			
Planning Activities Base	MTC	\$4,087,000	
County/Local Program			
Countywide Smart Signals	CCTA	\$26,555,000	
SRTS Non-Infrastructure Program	CCTA	\$3,665,000	
Galindo Street Multimodal Corridor	Concord	\$3,361,000	
Willow Pass Road Bikeway Connection	Concord	\$830,000	
School Street Class I Multiuse Facility	Lafayette	\$750,000	
Bay Trail Gap Closure at Tennent Avenue	Pinole	\$1,020,000	
Delta De Anza Multimodal Trail Safety Improvements	Pittsburg	\$4,427,000	
Bayview to BART	Richmond	\$1,675,000	
McBryde Avenue Safe Routes to Parks	Richmond	\$1,028,000	
Safe Routes to School Infrastructure Improvements	Walnut Creek	\$7,050,000	
CONTRA COSTA COUNTY		\$54,448,000	
MARIN COUNTY			
CTA Planning Activities			
Planning Activities Base	MTC	\$3,446,000	
Planning Activities Supplemental	TAM	\$400,000	
County/Local Program			
Paradise Drive	Corte Madera	\$2,056,000	
Transit Corridor Improvements	MCTD	\$1,600,000	
San Rafael: North San Rafael/Northgate Area PDA Study	MTC	\$797,000	
San Rafael: SE San Rafael/Canal Area PDA Study	MTC	\$797,000	
Second and Fourth Street Intersection Improvements	San Rafael	\$3,051,000	
Bridgeway Bike Lane Project – Princess Street to Richardson	Sausalito	\$505,000	
SMART Pathway: Great Redwood Trail – Novato	SMART	\$1,000,000	
MARIN COUNTY		\$13,652,000	
NAPA COUNTY			
CTA Planning Activities			
Planning Activities Base	MTC	\$3,446,000	
County/Local Program			
Green Island Road Class 1	American Canyon	\$1,000,000	
Silverado Trail Five-Way Intersection Improvements	Napa	\$2,000,000	
SR 29 American Canyon Operational and Multimodal Imps	NVTA	\$2,000,000	
Main Street St. Helena Pedestrian Improvements	St. Helena	\$1,206,000	
NAPA COUNTY		\$9,652,000	

Attachment B-2
MTC Resolution No. 4505
OBAG 3 County & Local Programs
FY 2022-23 through FY 2025-26
December 2024

MTC Res. No. 4505 Attachment B-2
 Adopted: 01/26/22-C 11/20/24-C
 Revised: 06/22/22-C 09/28/22 10/26/22-C 01/25/23-C 03/22/23-C
 05/24/23-C 07/26/23-C 12/20/23-C 03/27/24-C 05/22/24-C 12/18/24-C

OBAG 3 County & Local Programs Project List

PROJECT CATEGORY AND TITLE	SPONSOR	Total STP/CMAQ	Other
OBAG 3 COUNTY & LOCAL PROGRAMS		\$340,593,000	
SAN FRANCISCO COUNTY			
CTA Planning Activities			
Planning Activities Base	MTC	\$3,624,000	
Planning Activities Supplemental	SFCTA	\$789,000	\$1,411,000
County/Local Program			
Elevator Modernization, Phase 1.3	BART	\$6,078,460	
Regional Carpool/Vanpool (for BART Elevator Modernization Phase 1.3)	MTC	\$7,221,540	
Yerba Buena Island Multi-use Pathway and Related Roadway Imps	SFCTA	\$2,250,000	
SFMTA Light Rail Vehicles (for SFCTA YBI MUP and Related Imps)	SFMTA	\$750,000	
SFMTA Light Rail Vehicles (for SFCTA West Side Bridges)	SFMTA	\$14,899,000	
SRTS Non-Infrastructure Program	SFMTA	\$7,082,000	
29 Sunset Improvement	SFMTA	\$5,976,000	
Central Embarcadero Safety	SFMTA	\$6,320,000	
SAN FRANCISCO COUNTY		\$54,990,000	\$1,411,000
SAN MATEO COUNTY			
CTA Planning Activities			
Planning Activities Base	MTC	\$3,450,000	
Planning Activities Supplemental	C/CAG		\$2,300,000
County/Local Program			
Rollins Road Bicycle and Pedestrian Improvement	Burlingame	\$3,100,000	
El Camino Real Complete Street, Mission Rd to SSF	Colma	\$4,640,000	
SRTS Non-Infrastructure Program	C/CAG	\$2,120,000	
Middle Ave Caltrain Pedestrian and Bicycle Undercrossing	Menlo Park	\$5,000,000	
Roosevelt Avenue Traffic Calming Project	Redwood City	\$3,400,000	
Bay Road Complete Street Rehabilitation (Revised)	Redwood City San Mateo County	\$3,807,000	
19th Ave/Fashion Island Blvd Complete Street Class IV	SMCTA	\$3,375,000	
School St/Spruce Ave and Hillside Blvd Safety and Access Imps	South San Francisco	\$3,128,000	
SAN MATEO COUNTY		\$32,020,000	\$2,300,000
SANTA CLARA COUNTY			
CTA Planning Activities			
Planning Activities Base	MTC	\$5,307,000	
Planning Activities Supplemental	VTA		\$4,693,000
County/Local Program			
N San Antonio Road Protected Bikeway	Los Altos	\$7,298,000	
Monterey Road Traffic, Bicycle, & Pedestrian Improvements	Morgan Hill	\$3,921,000	
El Camino Real / El Monte / Escuela Intersection Imps	Mountain View	\$2,400,000	
Middlefield Road Complete Streets	Mountain View	\$2,406,000	
Moffett Boulevard Complete Streets	Mountain View	\$3,500,000	
Jackson Avenue Complete Streets	San Jose	\$3,300,000	
Julian & St. James Livable Streets Couplet Conversion	San Jose	\$12,974,000	
Signalized Intersections Pedestrian Safety Improvements	San Jose	\$6,300,000	
Story-Keyes Complete Streets	San Jose	\$5,000,000	\$27,730,000
White Road Pedestrian Safety Improvements	San Jose	\$3,382,000	
Central Santa Clara Bicycle and Pedestrian Improvement	Santa Clara	\$9,029,000	
SANTA CLARA COUNTY		\$64,817,000	\$32,423,000
SOLANO COUNTY			
CTA Planning Activities			
Planning Activities Base	MTC	\$3,446,000	
Planning Activities Supplemental	STA		\$4,044,000
County/Local Program			
East Fifth Street PDA - Affordable Housing Streetscape Imps	Benicia	\$261,000	
Linear Park Node 4 Safe Routes to School and Transit	Fairfield	\$2,239,000	
Travis Safe Routes to School and Transit	Fairfield	\$3,960,000	
Solano 360 Transit Center Phase 1	Solano County	\$2,101,000	
Solano Mobility Call Center and Employer Commuter Program	STA	\$1,500,000	

Attachment B-2
MTC Resolution No. 4505
OBAG 3 County & Local Programs
FY 2022-23 through FY 2025-26
December 2024

MTC Res. No. 4505 Attachment B-2
 Adopted: 01/26/22-C 11/20/24-C
 Revised: 06/22/22-C 09/28/22 10/26/22-C 01/25/23-C 03/22/23-C
 05/24/23-C 07/26/23-C 12/20/23-C 03/27/24-C 05/22/24-C 12/18/24-C

OBAG 3 County & Local Programs Project List

PROJECT CATEGORY AND TITLE	SPONSOR	Total STP/CMAQ	Other
OBAG 3 COUNTY & LOCAL PROGRAMS		\$340,593,000	
SRTS Non-Infrastructure Program	STA	\$1,000,000	
Sacramento Street Road Diet – Phase II	Vallejo	\$850,000	
SOLANO COUNTY		\$15,357,000	\$4,044,000
SONOMA COUNTY			
CTA Planning Activities			
Planning Activities Base	MTC	\$3,446,000	
Planning Activities Supplemental	SCTA		\$2,229,000
County/Local Program			
Grove Street Neighborhood Plan Implementation	Healdsburg	\$2,217,000	
Hwy 101 Bike/Ped Overcrossing at Copeland Creek	Rohnert Park	\$3,350,000	
Downtown Connectivity for Housing Density Intensification	Santa Rosa	\$2,588,000	
Hwy 101 Hearn Ave Multi-Use Pathway and Pavement Rehab	Santa Rosa	\$1,321,000	
SRTS Non-Infrastructure Program	SCTA	\$1,910,000	
SMART Pathway: Great Redwood Trail – Santa Rosa	SMART	\$2,000,000	
Todd Rd and Standish Ave Intersection Improvements	Sonoma County	\$2,200,000	
Downtown Bike/Ped US 101 Crossing - Underpass Widening	Windsor	\$2,000,000	
SONOMA COUNTY		\$21,032,000	\$2,229,000
OBAG 3 COUNTY & LOCAL PROGRAMS	TOTAL:	\$340,593,000	\$42,407,000

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RESOLUTION NO. xx-25

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHMOND,
CALIFORNIA, TO ACCEPT AND APPROPRIATE THE ONE BAY AREA
GRANT 3 (OBAG3) GRANT FUNDS IN THE AMOUNT OF \$1,028,000; AND
AUTHORIZE THE AWARD OF A CONTRACT TO BKF ENGINEERS FOR
ENGINEERING DESIGN FOR THE MCBRYDE AVENUE IMPROVEMENT
PROJECT**

WHEREAS, the McBryde Avenue Improvement Project (Project) seeks to enhance safety, accessibility, and sustainability by creating a multimodal transportation corridor with protected bike lanes, buffered zones, upgraded pedestrian infrastructure, and a traffic circle to improve pedestrian pathways. The Project also includes new street trees to improve aesthetics and enhance environmental sustainability; and

WHEREAS, McBryde Avenue serves as a key connector between neighborhoods and Wildcat Canyon Regional Park, as identified in Richmond's Bicycle Master Plan; and

WHEREAS, on December 20, 2022, the City Council adopted a resolution to support the Project, authorize the filing of an application for Metropolitan Transportation Commission (MTC) funding, commit to matching funds if necessary, and assure completion of the Safe Routes to Park Project, including the McBryde Avenue Improvement Project, with funding from OBAG3 in the amount of \$1,028,000 and a proposed City contribution of \$260,000 from the General Capital Fund; and

WHEREAS, MTC adopted Resolution 4505 on January 26, 2022, which awarded \$1,028,000 in OBAG3 grant funding for the McBryde Avenue Improvement Project to be completed in fiscal years 2022-23 through 2025-26; and

WHEREAS, on November 1, 2024, the City issued a Request for Proposals (RFP) for engineering design services, receiving three proposals, which were evaluated by a panel of Public Works staff based on responsiveness, qualifications, and ability to meet project deadlines and budget; and

WHEREAS, the panel identified BKF Engineers as the best fit for engineering design services based upon their experience in similar projects and understanding of the project scope of work and approach to completing the project, with an emphasis on a strong community engagement process; and

WHEREAS, staff recommends the City Council accept and appropriate the OBAG3 Grant award in the amount of \$1,028,000 to the Engineering Grant Fund 1054; and

WHEREAS, staff recommends the approval of a contract with BKF Engineers for the McBryde Avenue Improvements Project in an amount not to exceed \$560,000, which includes a contract amount of \$539,200 plus a contingency amount of up to \$20,800; and

WHEREAS, staff further recommends that the City Council authorize the Public Works Director to approve the contingency amount of up to \$20,800 to facilitate project completion; and

WHEREAS, by the agenda report ("Agenda Report") accompanying this resolution, the City Council has been provided with additional information upon which the findings and actions set forth in this Resolution are based.

NOW, THEREFORE, BE IT RESOLVED that the City Council finds the above recitals are true and correct and have served, together with the Agenda Report, as the basis for the findings and actions set forth in this Resolution.

BE IT FURTHER RESOLVED that the City Council hereby accepts and appropriates the grant from OBAG3 in the amount of \$1,028,000 to the Engineering Grant Funds.

BE IT FURTHER RESOLVED that the City Council approves the award of a contract to BKF Engineers for engineering design services for the McBryde Avenue Improvement Project, and authorizes the City Manager or her designee to execute a contract for a not to exceed amount of \$539,200, and approve any amendments, if necessary, for a contingency amount of up to \$20,800 to facilitate completion of the Project.

BE IT FURTHER RESOLVED that the City Council authorizes the Public Works Director to approve a contingency amount of up to \$20,800 to facilitate completion of the Project.

BE IT FURTHER RESOLVED that the City Council designates the City Clerk as the custodian of the documents and other materials which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the City Clerk at the Richmond City Hall, 450 Civic Center Plaza, Richmond, California 94804.

I certify that the foregoing resolution was passed and adopted by the Council of the City of Richmond at a regular meeting thereof held March 11, 2025, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:

Mayor

Approved as to form:

City Attorney

**CITY OF RICHMOND
STANDARD CONTRACT**

Department:	City Project Manager:
City Project Manager E-mail:	City Project Manager Phone No:
Vendor No:	Contract No:
Description of Services:	

The parties to this STANDARD CONTRACT do mutually agree and promise as follows:

1. **Parties.** The parties to this Contract are the City of Richmond, a municipal corporation ("the City"), and the following named Contractor:

Contractor Name: _____

Street Address: _____

City, State, Zip Code: _____

Contact Person: _____

Telephone: _____

Email: _____

Business License No: _____

☐ A California corporation, ☐ limited liability corporation ☐ general partnership,
☐ limited partnership, ☐ individual, ☐ non-profit corporation, ☐ individual dba as [specify:]
_____ ☐ other [specify:] _____

2. **Term.** The effective date of this Contract is _____ and terminates
_____ unless terminated earlier as set forth herein.

3. **Payment Limit.** City's total payments to Contractor under this Contract shall not exceed \$ _____ ("Contract Payment Limit") unless a Contract Amendment has been approved by the City Council or City Manager. If this amount includes a contingency, Contractor acknowledges that any use of such contingency shall be for work beyond the original scope of services and requires prior written authorization by the City. If noted below, Compensation for work done under this Contract, shall not exceed as follows:

FY _____ total compensation shall not exceed \$ _____

FY _____ total compensation shall not exceed \$ _____

FY _____ total compensation shall not exceed \$ _____

4. **Contractor's Obligations.** Contractor agrees to perform all work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, in accordance with the Service Plan set forth in Exhibit A, attached hereto and incorporated herein.

5. **City Obligations.** City shall make payments to the Contractor in accordance with the Payment Provisions set forth in Exhibit B, attached hereto and incorporated herein.

6. Authorized Representatives and Notices. This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C), attached hereto and incorporated herein.
7. General Conditions. This Contract is subject to the General Conditions (Exhibit D), which are attached hereto and incorporated herein.
8. Special Conditions. This Contract is subject to the Special Conditions (Exhibit E) (if any), which are attached hereto and incorporated herein.
9. Insurance Provisions. This Contract is subject to the Insurance Provisions (Exhibit F), which are attached hereto and incorporated herein.
10. Sanctuary City Compliance Statement. This Contract is subject to the Sanctuary City Compliance Statement (Exhibit G), which is attached hereto and incorporated herein.
11. Signatures. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND,
a municipal corporation

[BUSINESS NAME]

(* The Corporation Chairperson of the Board, President, or Vice President should sign below)

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

I hereby certify that this Contract
has been approved by City Council
or the City Manager.

(* The Corporation Chief Financial Officer or Assistant
Treasurer, or Secretary or Assistant Secretary should
sign below)

By: _____

By: _____

City Clerk

Title: _____

Date Signed: _____

Approved as to form:

By: _____

City Attorney

(NOTE: Pursuant to California Corporations Code Section
313, if Contractor is a corporation or nonprofit organization,
this Contract (1) must be signed by (a) the Chairperson of
the Board, President, or Vice-President and (b) the
Chief Financial Officer or Assistant Treasurer, or
Secretary or Assistant Secretary)

LIST OF ATTACHMENTS:

Service Plan	Exhibit A
Payment Provisions	Exhibit B
Authorized Representatives and Notices	Exhibit C
General Conditions	Exhibit D
Special Conditions	Exhibit E
Insurance Provisions	Exhibit F
Sanctuary City Compliance Statement	Exhibit G

Contract No: _____

For the Contract between the City of
Richmond and

**EXHIBIT A
SERVICE PLAN**

Contractor shall, to the satisfaction of the Project Manager (set forth in Exhibit B), perform the following services and be compensated as outlined below [or attach service plan if necessary]:

McBryde Avenue Improvement Project

Version 3

Approach and Methodology

1. Implementation Plan

1.1. Project Management Methods and Controls

- 1.1.1. **Integrated Workflows:** Utilize proven project management tools like Microsoft Project for schedule tracking, Deltek for budget and timesheet tracking, and Bluebeam for clash detection during design reviews. Employ bi-weekly check-ins with City to ensure adherence to scope, schedule, and budget and provide Project Status Updates to wider stakeholder cohort.
- 1.1.2. **Risk Mitigation:** Identify risks early through a project-specific risk matrix covering ROW challenges, utility conflicts, and Caltrans encroachment permit processes. Implement a risk tracking and resolution process.
- 1.1.3. **QA/QC Controls:** Conduct QA/QC reviews at key milestones (30%, 60%, 95%, and 100% PS&E) with both internal team members and external reviewers for multidisciplinary alignment.

1.2. Stakeholder Input Methodology

- 1.2.1. **Engagement Strategies:** Facilitate iterative workshops with key groups within the community (e.g. park users, property owners, and the general public). Ensure representation of local populations in these meetings to incorporate diverse input.
- 1.2.2. **Stakeholder Engagement:** key groups like Caltrans, utility agencies, fire and police, EBRPD, transit agencies to validate the improvements and address impacts prior to final design.
- 1.2.3. **Documentation:** Maintain detailed records of all stakeholder feedback using digital platforms and provide summary reports after each engagement session to verify alignment with stakeholder expectations.

2. Scope of Services Approach

1. Discovery and Site Assessment

Gathering comprehensive data is critical to design decisions and addressing project-specific challenges. This phase will include:

- 1.1. **Topographic Survey and Mapping:** Conduct a detailed survey of key locations, including San Pablo Avenue and Amador Street intersections, capturing roadway, utility, and surface conditions.
- 1.2. **Right-of-Way (ROW) Analysis:** Evaluate property boundaries, ROW constraints, and potential impacts at critical intersections and within the Caltrans ROW at the freeway offramp.
- 1.3. **Utility Investigation:** Coordinate with PG&E, EBMUD, and other providers to identify conflicts at curb extension locations, and the signalized intersections at San Pablo Avenue, Highway Off-Ramp and Amador Street, focusing on poles, underground utilities, and signal infrastructure.
- 1.4. **Traffic and Safety Analysis:** Analyze traffic volumes, heavy vehicle patterns, and pedestrian and cyclist safety at three signalized intersections (McBryde Avenue with San Pablo Avenue, Humboldt Street/I-80 SB off-ramp, and Amador Street) and five unsignalized intersections within the project area. Key tasks include:
 - **Data Collection:** Conduct turning movement counts on a typical weekday during peak periods (7–9 a.m., 11 a.m.–1 p.m., and 4–6 p.m.), including vehicle, pedestrian, and bicycle movements, right-turn-on-red counts, initial queues, and 24-hour ADT with speed data at two midblock locations.
 - **Collision Analysis:** Use five years of TIMS collision data to identify patterns and assess whether proposed improvements (e.g., signal upgrades with Leading Pedestrian/Bike Intervals) can mitigate issues, particularly for pedestrian/bike-vehicle collisions.
 - **Intersection Evaluation:** Analyze the Park/McBryde intersection for a roundabout option in the project condition.
 - **Operational Analysis:** Evaluate existing and project conditions for delay and queuing at all eight study intersections using Synchro software. Queues at the southbound off-ramp are expected to remain stable as its lane geometry will not change.

- 1.5. **Pavement Rehabilitation Approach:** We understand that portions of the pavement east of the highway bridge need repair and understand the City's desire to mill approximately 2-inches, and replaced the milled pavement with new asphalt in addition to a few major digouts which we would determine from a field walk. In order to validate this approach, we have allocated budget to core the existing pavement to validate the depth of the existing asphalt in two locations. We have not allocated time for a geotechnical investigation or pavement report.

2. Alternatives Analysis

Develop and evaluate design alternatives tailored to site-specific conditions:

- 2.1. **Signal Improvements at San Pablo Avenue and Amador Street:** Assess signal modifications, including updated phasing, new push button locations, and potential pole relocations to enhance pedestrian and cyclist safety.
- 2.2. **Traffic Flow Optimization:** Evaluate lane reconfiguration and truck traffic accommodation at the signalized intersections, considering its role in heavy vehicle movement.
- 2.3. **Pedestrian and Cyclist Connectivity:** Identify design solutions to improve crossings and transitions at San Pablo Avenue as well as all of the other signalized, stop control and unsignalized intersections, integrating with proposed bike lanes and sidewalk improvements. This will include exploring the use of a traffic circle or bulbouts near the park entrance.
- 2.4. **Caltrans Offramp Coordination:** Evaluate potential changes in the traffic operations and vehicle queuing at the signalized offramp with the reduced travel lanes on McBryde with improved pedestrian and bicycle uses.
- 2.5. **Evaluation Metrics:** Prioritize alternatives based on safety, feasibility, cost, and input from stakeholders.

3. Preliminary Design Development

Refine selected alternatives into conceptual designs:

- 3.1. **Intersection Modifications:** Develop design plans for San Pablo Avenue and Amador Street intersections, including pole placement, signal operations, and enhanced pedestrian features.
- 3.2. **Drainage and Utility Integration:** Address utility conflicts and drainage challenges associated with upgrading non-compliant curb ramps along the

corridor. Incorporate ADA-compliant designs while coordinating with utility providers to minimize impacts to services, particularly at San Pablo Avenue, Amador Street, and adjacent intersections.

- 3.3. **Intersection Modifications:** Include upgrades to non-compliant curb ramps as part of the signal modifications at San Pablo Avenue and Amador Street, ensuring safe, accessible crossings. Where utility conflicts arise, develop tailored solutions to resolve interference without compromising accessibility standards.
- 3.4. **Cost Validation:** Provide location-specific cost estimates to evaluate the improvements needed at the signalized intersections, curb extensions, potential traffic circle and Accessibility improvements beginning at the 30% Design.
- 3.5. **Conflict Validation:** Based on similar work, potholing of utilities will likely be needed to validate that new push button, signal poles, and any new utilities do not conflict with existing utility infrastructure. As this is yet undefined, we have not included time for utility locating and potholing these key locations. We have presumed that this would be a first order of work for the contractor prior to full mobilization.

4. Stakeholder Engagement and Outreach

Engage stakeholders to align designs with community and agency needs. We have allocated 120 hours for Convey to assist in prepare an outreach plan, materials, and up to three community engagements (pop-ups, workshops, and/or meetings) prior to final design. In addition, BKF has allocated an additional 40 hours for agency coordination and community engagement during final design. This effort could include some of the following ideas:

- **Community Input Sessions:** Host workshops focusing on San Pablo Avenue, Amador Street, and the freeway offramp, gathering insights from residents, businesses, and transit users.
- **Visualizations:** Present detailed renderings of proposed improvements along the corridor to communicate design intent.
- **Iterative Feedback:** Refine designs based on input, particularly regarding pedestrian and cyclist safety at San Pablo Avenue and Amador Street.

5. Final Design and Engineering

Develop construction-ready plans:

- 5.1. **PS&E Packages:** Prepare detailed plans, including signal modifications at San

Pablo Avenue and Amador Street, and intersection enhancements at the Caltrans offramp.

- 5.2. **Permitting and Compliance:** Focus on the design elements and meeting LAPM, ADA, City, and Caltrans standards.
- 5.3. **QA/QC Reviews:** Conduct thorough QA/QC reviews for the corridor at each design phase by a BKF Principal, who is outside of the design team, and clash detection between consultants using Bluebeam overlays of the plans.

6. Construction Support

Scope related to design services during bid and construction are not included in the base scope of work or fee. If needed, BKF will provide a proposal for this effort as a change order or construction contract.

7. CEQA/NEPA and E76 Authorization Process:

Streamline approvals for environmental and E76 funding authorization:

- 7.1. **CEQA CE:** We have assumed and believe that the project should classify as Class I Categorical Exemption (CE) under the California Environmental Quality Act (CEQA), as identified in CEQA Guidelines Section 15301, Existing Facilities (c), that includes "Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities..." DJP&A will prepare a Notice of Exemption (NOE) and after project approval, DJP&A will file the NOE at the Contra Costa County Clerk's office and State Clearinghouse.
- 7.2 **Technical Memos and NEPA CatEx:** Based on our recent experience working on Caltrans Local Assistance projects in the greater Bay Area, we believe Caltrans will require a Community Impact Analysis Memo (CIA Memo). This CIA memo, based on Caltrans' SER, will address parking removal, environmental justice concerns, and any construction period detours. This, in conjunction with a letter from the City of Richmond committing the project to implement standard measures from their standard mitigation table will be used to obtain the NEPA Categorical Exclusion (CatEx) need for the City to obtain federal funding. We have not included time to prepare additional technical memos.

- 8. **Encroachment Permit & E76 Funding Authorization.** The City has indicated that they will take the lead in communications with Caltrans on the encroachment permit for the signalized offramp improvements and with the

E76 engagement and funding authorization with Caltrans. BKF will take the lead with the design and drawings to meet the requirements for the encroachment permit. We have assumed that separate plans/submittal will not be provided for work within Caltrans ROW.

3. Project Schedule (attached)

4. Specific Tasks for City Staff

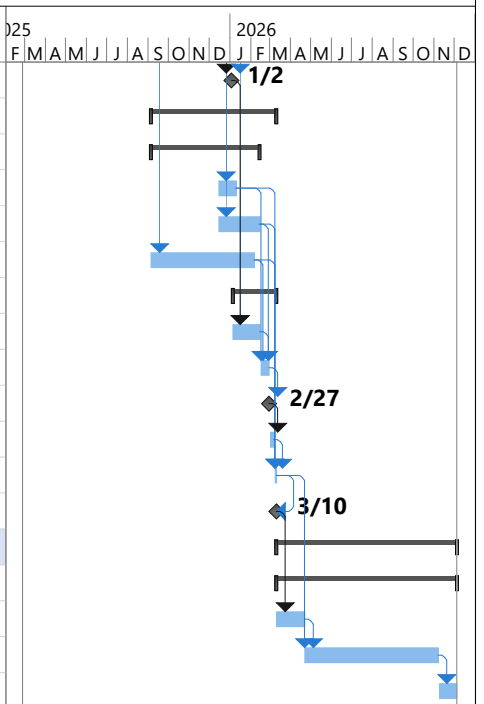
- a) **Data Provision:** Assist in the provision of historical project data, existing utility records, City right of way maps, and title reports (if needed).
- b) **Permitting Support:** Facilitate applications and signatures needed for the Caltrans PES and E76 documentation as well as the grant funding administration.
- c) **Environmental Review Compliance:** City to provide letter committing the project to implement standard measures from Caltrans standard mitigation table needed to obtain the NEPA CatEx.
- d) **Community Outreach:** Support community engagement workshops and provide final approval of outreach materials to ensure alignment with City messaging. If needed the City will conduct mailings (including postage) and/or hand delivering mailers to stakeholders and residence.
- e) **Signal Timing:** City will provide timing sheets and signal as-builts for the existing operation for all signalized intersections.
- f) **Design Reviews:** Participate in reviews of the 30%, 60%, 90%, and 100% deliverables, focusing on compliance with City standards and community objectives.
- g) **Caltrans Facilitation:** Lead the communication for the encroachment permit process with Caltrans and be the Caltrans Liaison for the project. BKF will lead the design efforts to document the improvements.
- h) **Bidding and Construction Administration:** Lead (or through a construction manager) the bidding, procurement, and construction of the project.

McBryde Ave Improvement Project

ID	Task Name	Duration	Start	Finish	2025	2026
					F M A M J J A S O N D	J F M A M J J A S O N D
1	PHASE I – PRELIMINARY ENGINEERING	182 days	Wed 2/26/25	Thu 11/6/25		
2	Task 1: KICKOFF & SURVEY	32 days	Wed 2/26/25	Thu 4/10/25		
3	1.1 Kickoff and Site Visit	12 days	Wed 2/26/25	Thu 3/13/25		
4	A. Conduct a project kickoff meeting	1 day	Wed 2/26/25	Wed 2/26/25		
5	B. Gather utility documentation	10 days	Thu 2/27/25	Wed 3/12/25		
6	C. Perform site walk	1 day	Thu 3/13/25	Thu 3/13/25		
7	1.2 Surveying and Utility	32 days	Wed 2/26/25	Thu 4/10/25		
8	A. Set control for aerial flight	2 days	Wed 2/26/25	Thu 2/27/25		
9	B. Aerial flight/topographic survey	15 days	Fri 2/28/25	Thu 3/20/25		
10	C. Field survey (intersections, key features)	3 days	Fri 3/21/25	Tue 3/25/25		
11	D. Plot existing utilities	5 days	Thu 3/13/25	Wed 3/19/25		
12	E. Utility locating	2 days	Wed 3/26/25	Thu 3/27/25		
13	F. Determine ROW	15 days	Fri 2/28/25	Thu 3/20/25		
14	G. Develop existing conditions map	10 days	Fri 3/28/25	Thu 4/10/25		
15	Task 2: OPTIONS ANALYSIS & BACKGROUND STUDIES	106 days	Thu 2/27/25	Thu 7/24/25		
16	2.1 Options Analysis	20 days	Fri 4/11/25	Thu 5/8/25		
17	2.2 Technical Studies	46 days	Thu 2/27/25	Thu 5/1/25		
18	A. Traffic Analysis	30 days	Thu 2/27/25	Wed 4/9/25		
19	B. Geometric options assessment	15 days	Fri 4/11/25	Thu 5/1/25		
20	2.3a Public Meeting #1 (Pop up tent or Similar)	0 days	Mon 5/12/25	Mon 5/12/25		5/12
21	2.3b Public Meeting #2 (Community)	0 days	Thu 5/15/25	Thu 5/15/25		5/15
22	2.4 30% Plans & Basis of Design	45 days	Fri 5/2/25	Thu 7/3/25		
23	A. 30% Plans Development	30 days	Fri 5/2/25	Thu 6/12/25		
24	B. Basis of Design Memo	15 days	Fri 5/23/25	Thu 6/12/25		
25	C. 30% Deliverable	0 days	Thu 6/12/25	Thu 6/12/25		6/12
26	D. City Review	15 days	Fri 6/13/25	Thu 7/3/25		
27	2.5 Stakeholder Engagement Phase 1	15 days	Fri 7/4/25	Thu 7/24/25		
28	A. Fire Dept.	15 days	Fri 7/4/25	Thu 7/24/25		
29	B. Law Enforcement	15 days	Fri 7/4/25	Thu 7/24/25		
30	C. Transit	15 days	Fri 7/4/25	Thu 7/24/25		
31	D. Public Meeting #3 (City Hall or Neighborhood)	0 days	Thu 7/17/25	Thu 7/17/25		7/17
32	Task 3: ENVIRON REVIEW & COMMUNITY OUTREACH	90 days	Fri 6/13/25	Thu 10/16/25		
33	3.1 Environmental Review	60 days	Fri 6/13/25	Thu 9/4/25		
34	3.2 Caltrans PES Memos	20 days	Fri 8/8/25	Thu 9/4/25		
35	3.3 Public Meeting #4 (City Hall)	0 days	Thu 8/21/25	Thu 8/21/25		8/21
36	3.4 CEQA CE	40 days	Fri 8/22/25	Thu 10/16/25		
37	3.5 NEPA CatEx	40 days	Fri 8/22/25	Thu 10/16/25		
38	Task 4: DESIGN DEVELOPMENT	80 days	Fri 7/18/25	Thu 11/6/25		
39	4.1 60% Plans, Specs, & Estimate	55 days	Fri 7/18/25	Thu 10/2/25		
40	4.2 Utility Conflicts Identification	20 days	Fri 9/5/25	Thu 10/2/25		
41	4.3 Stakeholder Meeting Phase 2	10 days	Fri 10/24/25	Thu 11/6/25		
42	4.4 60% PS&E Deliverable	0 days	Thu 10/2/25	Thu 10/2/25		10/2
43	4.5 City Review	15 days	Fri 10/3/25	Thu 10/23/25		
44	PHASE II – FINAL DESIGN	133 days	Fri 9/5/25	Tue 3/10/26		
45	Task 5: FINAL DESIGN	51 days	Fri 10/24/25	Fri 1/2/26		
46	5.1 90% Plans, Specs, & Estimate	36 days	Fri 10/24/25	Fri 12/12/25		
47	5.2 90% PS&E Deliverable	0 days	Fri 12/12/25	Fri 12/12/25		12/12
48	5.3 City Review	15 days	Mon 12/15/25	Fri 1/2/26		

McBryde Ave Improvement Project

ID	Task Name	Duration	Start	Finish	2025												2026											
					F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	
49	5.4 Public Meeting #5 (Neighborhood re Construction)	0 days	Fri 1/2/26	Fri 1/2/26																								
50	Task 6: PERMITTING, FUNDING, & FINAL PS&E	133 days	Fri 9/5/25	Tue 3/10/26																								
51	6.1 Permitting Support	116 days	Fri 9/5/25	Fri 2/13/26																								
52	A. R/W Certification Support	20 days	Mon 12/15/25	Fri 1/9/26																								
53	B. Caltrans encroachment permit support	45 days	Mon 12/15/25	Fri 2/13/26																								
54	C. Caltrans E76	110 days	Fri 9/5/25	Thu 2/5/26																								
55	6.2 Final Design	47 days	Mon 1/5/26	Tue 3/10/26																								
56	A. Draft 100% PS&E	30 days	Mon 1/5/26	Fri 2/13/26																								
57	B. Caltrans E76 Authorization to Construct	10 days	Mon 2/16/26	Fri 2/27/26																								
58	C. Draft 100% Deliverable	0 days	Fri 2/27/26	Fri 2/27/26																								
59	D. City Final Review	5 days	Mon 3/2/26	Fri 3/6/26																								
60	E. Final Wet-Signed PS&E	2 days	Mon 3/9/26	Tue 3/10/26																								
61	F. Final Deliverable	0 days	Tue 3/10/26	Tue 3/10/26																								
62	PHASE III – CONSTRUCTION	193 days	Wed 3/11/26	Fri 12/4/26																								
63	Task 7: BIDDING AND CONSTRUCTION	193 days	Wed 3/11/26	Fri 12/4/26																								
64	7.1 Bid	30 days	Wed 3/11/26	Tue 4/21/26																								
65	7.2 Construction	143 days	Wed 4/22/26	Fri 11/6/26																								
66	7.3 Record Drawings	20 days	Mon 11/9/26	Fri 12/4/26																								



McBryde Ave Improvements

McBryde Ave Improvements		BKF Engineers - Project Management, Civil Engineering, Surveying										Toole - Landscape		W-Trans - Traffic and Signals (DBE)						DJPA - CEQA/ NEPA (DBE)	Convey - Outreach (DBE)			Totals
		Design Team					Survey Team				Caltrans													
Phase & Task	Title	Principal	Project Manager	Senior Project Engineer	Project Engineer	Associate Principal	Associate Principal	Project Surveyor	Field Party Chief	Field Chainperson	Senior Ass Principal	Land Arch Lead III	Sr Land Arch	Dalene Whitlock	Atul Patel	PM	Assist Eng	Admin 2	Admin 1		Principal	PM	Graphics	
PHASE I – PRELIMINARY ENGINEERING																								
Task 1: KICKOFF & SURVEY		2	20	20	64	0	12	70	32	32	0	4	4	0	0	0			0	0		0	0	0
1.1 Kickoff and Site Visit																								
A. Conduct a project kickoff meeting		2	8									4	4											
B. Gather utility documentation			2	4	16																			
C. Perform site walk			4	8	8																			
1.2 Surveying and Utility																								
A. Set control for aerial flight & Suppl Field Survey			4				8	54	32	32														
B. Plot existing utilities and ROW on Ex Conditions Map			2	8	40		4	16																
Task 2: OPTIONS ANALYSIS & BACKGROUND STUDIES		10	68	16	56	0	0	0	0	0	0	22	70	4	8	48	121	9	2		12	24	56	
2.1 Options Analysis			8	16	40							6	10											
2.2 Technical Studies			16											4	8	36	105	9	2					
2.3 Public/Stakeholder Engagement Meetings		6	20		8																12	24	56	
2.4 30% Plans & Basis of Design			16									16	60			12	16							
2.5 Agency Stakeholder Engagement		4	8		8																			
Task 3: ENVIRONMENTAL DOCUMENTATION SUPPORT		0	14	24	0	0	0	0	0	0	60	0	0	0	0	0	0	0	0		0	0	0	
3.1 CEQA CE			2																	2,976				
3.2 NEPA PES, Field Review, Tech Memos, Mitigation, CatEx			12	24							60									19,217				
Task 4: DESIGN DEVELOPMENT		8	56	80	140	8	0	0	0	0	0	12	56	3	8	32	48	6	0		0	0	0	
4.1 60% Plans, Specs, & Estimate		4	40	80	120	8						12	56	3	8	32	48	6						
4.2 Stakeholder Meetings		4	16		20																			
PHASE II – FINAL DESIGN																								
Task 5: FINAL DESIGN		6	44	80	120	8	0	0	0	0	0	8	36	4	18	34	48	8	0		0	0	0	
5.1 90% Plans, Specs, & Estimate		4	40	80	120	8						8	36	4	18	34	48	8						
5.2 City Review Meeting		2	4																					
Task 6: PERMITTING, FUNDING, & FINAL PS&E		3	60	72	130	8	8	24	0	0	8	8	22	2	19	26	40	8	0		0	0	0	
6.1 Permitting Support																								
A. R/W Certification Support			2				8	24			8													
B. Caltrans encroachment permit - Support City			12		24						0													
C. Caltrans E76 - Support City			6		16						0													
6.2 Final Design																								
A. Draft 100% PS&E		2	24	48	60	8						6	20	1	16	20	32	6						
B. Final Wet-Signed PS&E		1	16	24	30							2	2	1	3	6	8	2						
PHASE III – CONSTRUCTION																								
Task 7: CONSTRUCTION		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0	0	0	
Total Estimated Level of Effort		29	262	292	510	24	20	94	32	32	68	54	188	13	53	140	257	31	2		12	24	56	
Total Firm Labor		292,297										44,707		91,900						22,193	57,300			\$ 508,397
Reimbursables		15,004										100		7,599						-	100			\$ 22,803
Corings - Allowance																								\$ 8,000
Totals by Team		307,301										44,807		99,499						22,193	57,400			\$ 539,200
DBE %														18.45%						4.12%	10.65%			33.21%

**EXHIBIT B
PAYMENT PROVISIONS**

1. COMPENSATION TO CONTRACTOR:

- a. Provided Contractor is not in default under this Contract, Contractor shall be compensated in the manner set forth herein.
- b. All payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photocopying, meals and travel, etc.). Invoices shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the City. Contractor may be required to provide back-up material upon request.
- c. All City vendors receiving new contracts shall sign up to receive electronic payments through the City's Automated Clearinghouse (ACH) payments service/provider.

2. SUBMISSION OF INVOICES:

Contractor shall submit timely invoices by email to
Accounts_Payable@ci.richmond.ca.us and/or to the following address:

Attention: City of Richmond Finance/Account Payable
Project Manager: _____
P.O. Box 4046
Richmond, CA 94804

- 3. All invoices that are submitted by Contractor shall be subject to the approval of the City Project Manager, _____, before payments shall be authorized.
 - a. The City will pay invoice(s) within 45 days after completion of services to the City's satisfaction. The City shall not pay late fees or interest.
 - b. All appropriate permits, certificates, and licenses, including a City business license shall be obtained and maintained for the duration of this Contract before any payment is authorized.
- 4. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract is executed by the City. The insurance coverage required by this Contract shall be maintained by Contractor for the duration of this Contract and must be in place before any payment is authorized.

Contract No: _____

For the Contract between the City of
Richmond and

EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES

1. All required written notices shall be delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.
2. Each notice shall be deemed to have been received on the earlier to occur of: actual delivery or the date on which delivery is refused; or three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).
3. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.
4. All notices, demands, requests, or approvals from Contractor to the City shall be addressed to the City at:

City of Richmond

450 Civic Center Plaza

Richmond, CA 94804

Email: _____

5. All notices, demands, requests, or approvals from the City to Contractor shall be addressed to Contractor at:

Attn:

Email: _____

**EXHIBIT D
GENERAL CONDITIONS****1. INDEPENDENT PARTIES:**

Contractor hereby declares that Contractor is engaged as an independent business and Contractor agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Contractor except to the extent they are limited by statute, rule or regulation and the express terms of this Contract. No civil service status or other right of employment will be acquired by virtue of Contractor's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Contractor, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Contractor. Payments of the above items, if required, are the responsibility of Contractor.

2. TIME IS OF THE ESSENCE:

Contractor and the City agree that time is of the essence regarding the performance of this Contract.

3. STANDARD OF CARE:

Contractor agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service Contractors, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

4. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Contractor assumes all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Contractor shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Contractor.

5. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Contractor and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry,

disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Contractor agrees that any violation of this provision shall constitute a material breach of this Contract.

6. CITY PROPERTY:

a. Each and every report, draft, work product, map, record, applicable plans, drawings, calculation, data, specification, video, graphic, or any other material or document produced, prepared or caused to be prepared by Contractor pursuant to or in connection with this Contract shall be the exclusive property of the City.

b. Notwithstanding the foregoing, Contractor shall not be obligated to provide to City proprietary software or data which Contractor has developed or had developed for Contractor's own use; provided, however, that Contractor shall, pursuant to Section 11 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of such proprietary software or data.

c. No report, information or other data given to or prepared or assembled by Contractor pursuant to this Contract shall be made available to any individual or organization by Contractor without prior approval of the City Manager or their designee.

d. Contractor shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Contract.

7. RECORDS:

a. Contractor shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Contractor's performance under the Contract, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Contract (collectively the "Records").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Contract. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Contractor for a period of five (5) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Contract or failure to act in good faith, then Contractor shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

8. PERMITS AND LICENSES:

Contractor, at its sole expense, shall obtain and maintain during the term of this Contract, all appropriate permits, certificates and licenses, including a City business license, required in connection with the performance of the services and tasks hereunder. The failure to obtain such permits and licenses shall be a material breach of this Contract and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual or extraordinary circumstances without necessitating any modification of this Contract to reflect such waiver.

9. TERMINATION:

a. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Contract at any time prior to completion by Contractor of the project or services hereunder immediately upon transmission of written notice to Contractor as provided in Exhibit C "Authorized Representatives and Notices".

b. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Contract, City may immediately terminate this Contract by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided in Exhibit B; provided, however, there shall be deducted from such amount the amount of damage, including attorney's fees, expert witness fees and costs, if any, sustained by City by virtue of Contractor's breach of this Contract. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.

10. CONFLICT OF INTEREST:

Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Contract. Contractor further acknowledges, represents and warrants that no City official or employee has any economic interest, as defined in Title 2, California Code of Regulations §§ 18703.1 through 18703.5, with Contractor that would invalidate this Contract. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Contract, all consideration received under

this Contract shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Contract for one (1) year.

11. HOLD HARMLESS:

a. To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Contractor's performance of its obligations under this Contract or failure to comply with any of its obligations under this Contract or out of the operations conducted by Contractor even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Contractor, Contractor shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Contractor. Contractor shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract.

b. This indemnification obligation shall survive this Contract and shall not be limited by any term of any insurance policy required under this Contract; provided however, that if this Contract is for design professional services, this indemnity provision is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional (as defined in California Civil Code section 2782.8).

12. LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT:

a. This Contract binds the heirs, successors, assigns and representatives of Contractor. The Contractor shall not enter into subcontracts for any work contemplated under this Contract and shall not assign this Contract, nor any portion hereof or monies due or to become due, without the prior written consent of the City Council or its designee.

b. Contractor shall not assign, sublease, hypothecate, or transfer this Contract, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Contractor shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for

money against the City under this Contract may be assigned by Contractor to a bank, trust company or other financial institution without prior written consent.

c. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor (if applicable), or of the interest of any general partner or joint venturer or syndicate member if Contractor is a partnership or joint-venture or syndicate, which shall result in a change of control of Contractor, shall be deemed an assignment. For this purpose, control shall mean fifty percent or more of the voting power or twenty-five percent or more of the assets of the corporation, partnership or joint-venture.

d. Only those persons and/or businesses whose names and resumés are attached to this Contract shall be used in the performance of this Contract. However, if after the start of this Contract, Contractor wishes to use sub-contractors, at no additional costs to the City, then Contractor shall submit a written request for consent to add sub-contractors including the names of the sub-contractors and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

e. Each sub-contractor shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Contractor.

f. In addition, any tasks or services performed by sub-contractors shall be subject to each provision of this Contract. Contractor shall include the following language in their Contract with any sub-contractor: "Sub-Contractors hired by Contractor agree to be bound to Contractor and the City in the same manner and to the same extent as Contractor is bound to the City."

g. The requirements in this Section 12 shall not apply to persons who are merely providing materials, supplies, data or information that Contractor then analyzes and incorporates into its work product.

13. SAFETY:

a. Contractor acknowledges that the City is committed to the highest standards of workplace safety. Contractor will be solely and completely responsible for conditions of all vehicles owned or operated by Contractor, including the safety of all persons and property during performance of the services and tasks under this Contract. Contractor shall assume sole and complete responsibility for the safety of Contractor's employees and any of subcontractor's employees. This requirement will apply continuously and not be limited to normal working hours. In addition, Contractor will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable

federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Contract. Where any of these are in conflict, the more stringent requirements will be followed. Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Contractor will immediately notify the City (in no event less than 24 hours) of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Contract. Contractor will promptly submit to the City a written report of all incidents that occur in connection with this Contract. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Contractor's employee(s) involved in the incident; (iii) name and address of Contractor's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

c. Contractor acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Contractor agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Contractor also agrees to make available to the City, at the City's request, records to demonstrate Contractor's compliance with this Section.

14. INSURANCE:

Insurance requirements are set forth in Exhibit F to this Contract. Contractor shall abide by the insurance requirements set forth in said Exhibit F.

15. COMPLIANCE WITH ALL APPLICABLE LAWS:

a. During the term of this Contract, Contractor shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Richmond which affect the manner in which the services or tasks are to be performed by Contractor, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Compliance under this provision includes compliance with all provisions of the Richmond Municipal Code ("Municipal Code"), including Chapters 2.50, 2.52, 2.56, and 2.60, if applicable.

b. Contractor acknowledges that under § 2.60.070 of the Municipal Code ("Living Wage Ordinance"), Contractor is required to provide the City with documents and information verifying its compliance with the Living Wage Ordinance. Contractor shall notify each of its affected employees with regards to the wages that are required to be paid pursuant to the Living Wage Ordinance as prescribed in § 2.60.070 of the Municipal Code.

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c. Contractor shall comply with § 2.28.030 of the Municipal Code, obligating every Contractor or sub-Contractor under an agreement or sub-agreement with the City for public works, goods or services to refrain from discriminatory employment or practices on the basis of race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee, any applicant for employment or any potential sub-contractor.

d. Contractor acknowledges that the City's Drug Free Workplace Policy, Violence in the Workplace Policy and the Policy Against Workplace Harassment, are available on the City's website at <http://www.ci.richmond.ca.us/workplacepolicies>. Contractor agrees to abide by the terms and conditions of said policies.

16. INTEGRATED CONTRACT:

The Recitals and exhibits are a material part of this Contract and are expressly incorporated herein. This Contract represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Contract will be effective only by written execution signed by both the City and Contractor.

17. CONFLICTING PROVISIONS:

In the event of a conflict between these General Conditions and those of any Exhibit or attachment hereto, these General Conditions shall prevail; provided, however, that any Special Condition as set forth in Exhibit E shall prevail over these General Conditions. In the event of a conflict between the terms and conditions of any two or more Exhibits or attachments hereto, those prepared by City shall prevail over those prepared by the Contractor, and the terms and conditions preferred by the City shall prevail over those preferred by the Contractor.

18. FORCE MAJEURE:

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by reason of acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations enacted after the date of this Contract, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state or national emergency or other reasons of a like nature not within the reasonable control of such party.

19. CONFLICT OF LAW:

This Contract shall be interpreted under, and enforced by the laws of the State of

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California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Contract and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Contract (or the successors of those authorities). Any suits brought pursuant to this Contract shall be filed with the courts of the County of Contra Costa, State of California.

20. CLAIMS:

Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six months after accrual of the cause of action.

21. INTERPRETATION:

This Contract shall be interpreted as if drafted by both parties.

22. WARRANTY:

If any product is be provided to the City as part of this Contract, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets any specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of one hundred and eighty (180) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.

23. SEVERABILITY:

In the event that any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, City and Contractor shall negotiate an equitable adjustment in the provisions of the Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof, shall not be affected thereby.

24. AUTHORITY:

City warrants and represents that the signatory hereto (the Mayor of the City of Richmond or the City Manager) is duly authorized to enter into and execute this Contract on behalf of City. The party signing on behalf of Contractor warrants and represents that they are duly authorized to enter into and execute this Contract on behalf of Contractor,

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and shall be personally liable to City if they are not duly authorized to enter into and execute this Contract on behalf of Contractor.

25. WAIVER:

The waiver by City of any breach of any term or provision of this Contract shall not be construed as a waiver of any subsequent breach. Inspections or approvals, or statements by any officer, agent or employee of the City relating to the Contractor's performance, or payment therefore, or any combination of these acts, shall not relieve the Contractor's obligation to fulfill this Contract as prescribed; nor shall the City be thereby stopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

26. COUNTERPARTS:

This Contract may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

27. SANCTUARY CITY CONTRACTING ORDINANCE (SCCO):

The Richmond Sanctuary City Contracting Ordinance No. 12-18 prohibits the City from granting and or retaining contracts with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor must submit the Sanctuary City Compliance Statement, attached hereto as Exhibit G.

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**EXHIBIT E
SPECIAL CONDITIONS**

The General Conditions are hereby amended to include the following modifications and/or provisions (if applicable, otherwise please state "NONE"):

**EXHIBIT F
INSURANCE PROVISIONS****☐ CHECK HERE IF RISK MANAGEMENT HAS APPROVED WAIVING INSURANCE REQUIREMENTS FOR THIS CONTRACT.**

1. **CERTIFICATES**: Before the commencement of the terms of this Contract, and during the entire term of this Contract and any extension or modification thereof, Contractor shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with coverage requirements set forth by the City and incorporated herein. Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Richmond.
Attention: Risk Manager."

Contractor shall maintain in force at all times during the performance of this Contract all appropriate coverage of insurance required by this Contract with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Contractor shall deliver updated insurance certificates to the City at the address set forth in Exhibit C prior to the expiration of the existing insurance certificate for the duration of the term of Contract. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

2. **COVERAGE REQUIREMENTS**: The City's insurance requirements depend upon the type of service being provided and/or the provider. The City's insurance requirements will fall into one of the following categories (unless otherwise provided by the City):

Consultants and Contractors – Type 1

Professional Services – Type 2

Environmental Risk/Hazardous Waste Material – Type 3

Lease of City Property – Type 4

Vendors, Suppliers, Small Grant Recipients & Nonprofit Organizations – Type 5

Transportation Providers – Type 6

Professional Services Pyrotechnics – Type 7

Cyber and I.T. Risks – Type 8

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The insurance requirements classification applicable to this Contract shall be attached to this Exhibit F and made a part hereof.

3. FAILURE TO SECURE: If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Contractor's name or as an agent of Contractor and shall be compensated by Contractor for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.
4. SUFFICIENCY OF INSURANCE: The insurance limits required by the City are not represented as being sufficient to protect Contractor. Contractor is advised to consult Contractor's insurance broker to determine adequate coverage for Contractor. The coverage and limits shall be (1) the minimum coverage and limits specified in this Contract; or (2) the broader coverage and maximum limits of the coverage carried by or available to Contractor; whichever is greater.

INSERT INSURANCE REQUIREMENTS CLASSIFICATION APPLICABLE TO THIS CONTRACT: (IF NECESSARY, CONFIRM WITH RISK MANAGER)

City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors

In all instances where a CONTRACTOR or its representatives will be conducting business and/or providing services, the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001) including coverage for bodily and personal injury, property damage, and products and completed operations.
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)
3. Original and Separate Additional Insured Endorsements for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation and Builder's Risk/ Course of Construction Insurance.
6. Builder's Risk/Course of Construction insurance covering all risks of loss less policy exclusions when the City of Richmond has a financial interest in the property. – *(Only required for Construction Contracts involving property)*
7. Contractor's Pollution Liability *(if applicable for Construction Contractors)*

Required Coverage	Minimum Limits
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 .

City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors

General Liability <i>(primary and excess limits combined)</i>	PROJECT COST	REQUIRED LIMIT
	\$0 - \$5 million	\$2 million p/o
	\$5 million - \$10 million	\$5 million p/o
	Over \$10 million	\$10 million p/o
	Fireworks	\$5 million p/o
	Includes coverage for bodily injury, personal injury, property damage and products and completed operations. The policy shall not exclude coverage for XCU perils (explosion, collapse, or damage to underground property).	
	If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit) .	
	Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.	
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage.	
Builders' Risk/Course of Construction – Covers property under construction, repair or renovation as well as equipment and materials to be installed. <i>(Only required for Construction Projects involving property and equipment installation.)</i>	Coverage shall include all risks of direct physical loss, excluding earthquake, <i>for an amount equal to the full completed value of the covered structure or replacement value of alterations or additions, including soft costs and business interruption.</i> If the project does not involve new or major reconstruction, an Installation Floater may be acceptable. For such projects, a property installation floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing at the City of Richmond's site. The City of Richmond shall be named as loss payee as its interest may appear. The insurer shall waive all rights of subrogation against City.	
Contractor's Pollution Liability (<i>if applicable</i>) Protects against: <i>unexpected/unintended release of pollution resulting from contractors covered operations such as:</i> HVAC, paving, carpentry, pipeline & tank installation, drillers, remediation contractors, maintenance, mechanical, demolition, excavation, grading, street/road construction, residential & commercial builders.	Same limits as General Liability.	
Required Policy Conditions		
A. M. Best Rating	A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.	
Additional Insured Endorsement	Applicable to General Liability Coverage. The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured, including but not limited to bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract. <i>ISO form CG 20 10 (11/85) or its equivalent is required. The endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required.</i>	

City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors

Additional Insured Endorsement (continued)	<i>SAMPLE Endorsements can be found at</i> http://www.ci.richmond.ca.us/index.aspx?nid=61
Primary and Noncontributory	The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.
Waiver of Subrogation Endorsement Form	Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers Compensation and Builder's Risk/ Course of Construction coverage during the life of this contract. <i>SAMPLE Endorsements can be found at</i> http://www.ci.richmond.ca.us/index.aspx?nid=61
Deductibles and Self-Insured Retentions	Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.
Loss Payable Endorsement (only required when Builder's Risk and/or Course of Construction Insurance is required.)	Applicable to Builder's Risk/Course of Construction naming the City of Richmond as Loss Payee.
SURETY BONDS (If a Public Works/Engineering Project)	The Contractor shall provide: <ol style="list-style-type: none"> 1. A Bid bond 2. A Performance Bond 3. A Payment Bond

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverages and cover those insured in the underlying policies.

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

<p style="text-align: center;">City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors</p>

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City **before work may begin**. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed, or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, Contractor must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

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**EXHIBIT G
SANCTUARY CITY COMPLIANCE STATEMENT**

The undersigned, (hereafter "Contractor"), has had an opportunity to review the requirements of City of Richmond Ordinance 12-18 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this statement, Contractor certifies that it complies with the requirements of the SCCO and that if at any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and subject to a \$1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: _____ **Title:** _____

Signed: _____ **Date:** _____

Business Entity: _____



Request for Proposals Engineering & Design Services For The

**McBryde Ave Improvements Project
Federal Project No. STPL-5137(062)**

Release Date: November 1, 2024

Deadline for Submittal
November 22, 2024

Contact: Hillal Hamdan, P.E., Senior Civil Engineer
Email: Hillal_Hamdan@ci.richmond.ca.us
Phone Number: 510-621-1612

City of Richmond
Public Works – Engineering Department

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1. INTRODUCTION

The City of Richmond is requesting proposals from qualified firms to provide professional engineering & design services to prepare plans, specifications, and engineer's estimate for the McBryde avenue from Wildcat Canyon Regional Park till 37th Street. The services required shall include, but are not limited to, project team coordination, conducting traffic and pedestrian studies, signal timing, generating detailed plans, specifications, and estimates (PS&E) for the roadway improvements, coordination with the City, Caltrans, bid phase support, and construction administration services. This Request for Proposal (RFP) describes the project, the required scope of services, the consultant selection process, and the required information that must be included in the proposal. Failure to submit information in accordance with the RFP requirements and procedures may be cause for disqualification. The anticipated term of this contract will be for a period of one (1) year.

All activities associated with this project shall conform with all policies and procedures outlined in the Caltrans Local Assistance Manual (LAPM). Consultant and subconsultants for this proposed contract will be subject to an ICR financial review by Caltrans Independent Office of Independent Office of Audits and Investigations (IOAI).

ABOUT THE CITY

The City of Richmond is a Charter City located in Contra Costa County, part of the San Francisco Bay Area with a population of 114,106 residents. Richmond is one of the region's most diverse communities: 4% of residents identify as Hispanic or Latino, 18.3% identify as Black or African American alone, 24.2% identify as White alone (not Hispanic or Latino), and 14.2% identify as Asian alone (15.4%).¹ Richmond is home to a multi-modal transit hub that includes BART, Amtrak, Capitol Corridor, and AC Transit, marinas, shopping, recreational and cultural amenities, and 32 miles of shoreline. This all contributes to making Richmond among the most desirable up-and-coming communities in California.

The City of Richmond provides a full range of municipal services including police and fire protection; construction and maintenance of highways, streets, and infrastructure; library services; storm water and municipal sewer systems; operation of a wastewater treatment facility; and the administration of recreational activities and cultural events. The City also operates the Richmond Memorial Convention Center and the Port of Richmond.

¹ Quickfacts Richmond city, California. 2023 American Community Survey 5 year estimates.
<https://www.census.gov/quickfacts/richmondcitycalifornia>

PROJECT BACKGROUND / DESCRIPTION

McBryde Avenue is a proposed bike route in the city's Bicycle Master Plan and provides direct access to Wildcat Canyon Regional Park. Currently the road has no bicycle facilities, insufficient pedestrian accommodation, and four vehicle lanes, creating an environment solely suited to car travel. This project will transform the corridor by reducing the four vehicle lanes to two while adding a center turn lane, bike lanes, and pedestrian improvements such as ADA-compliant curb ramps, curb extensions, high visibility crosswalks, and sidewalk gap closures. Bike lanes will have buffers and physical protection where possible without removing existing parking. Vehicle traffic flow will be maintained by making modifications to the three traffic signals along the route. Audible pedestrian signals may be needed.

The west edge of the project starts at the existing bikeway on 37th Street. Here McBryde Ave is a two-lane road but approaching San Pablo Avenue, eastbound traffic has two 11 ft lanes, a straight-and-left, and a straight-and-right. The straight-and-right lane will be converted to a right-only, and a 5 ft through-bike lane added in between vehicle lanes. Vehicle lanes reduced to 10 ft. Westbound 6 ft bike lane added against the curb as no parking is currently allowed. From San Pablo Ave to Humboldt St, existing four-lane road (13 ft wide lanes) will be converted to two 11 ft lanes and a 11 ft center turn median with 5 ft bike lanes with 2.5 ft buffers. Between Humboldt St and Amador St, on the I-80 overpass, parking restrictions make room for a 6 ft bike lane against the curb with a 6 ft buffer including vertical protective elements, flex hit posts and curb stops/armadillos. Two westbound vehicle lanes will be reduced to one, eastbound two vehicle lanes will remain, however at Amador, the straight-and-left lane will change to left-only. From Amador St to Park Ave, similarly the existing 4 lane road (12 ft lanes) will be converted to two 11 ft lanes with 11 ft center turn lane and 5 ft bike lanes with 2.5 ft buffers. Curb ramps will be built along the entire corridor. Three intersections need redesign to provide a comfortable and safe path of travel for pedestrians. At Glenn Ave, the project proposes to close off the stub of Glenn Ave and build continuous sidewalk along northwest side of McBryde so that pedestrians do not have to cross over Yuba Ave and Glenn Ave. At Sonoma St, curve in McBryde creates a very wide roadway and confusing/dangerous crossings for pedestrians. The sidewalk will be built out into McBryde Ave to create a more typical intersection geometry. At Park Ave, a typical intersection will be rebuilt with a traffic circle and/or bulb-outs, sidewalk gap will be closed along the north side, and curb ramps and high-visibility crosswalks will be built so that pedestrians have a clear and safe path of travel to the adjacent entrance to Alvarado Park. Approximately 25 street trees will be planted in vacant tree wells and in unused sidewalk planter strips. Stormwater treatment is omitted due to lack of storm drains along the corridor.

Proposed improvements are conceptually illustrated in Exhibit 1.1 (McBryde Ave Safe Routes To Parks Project Concept).

2. SCOPE OF SERVICES

Design under this contract will cover all the City of Richmond Scope of Services work and will include coordination with Caltrans for scope elements including coordination for signalization elements of the scope with the City.

City of Richmond Scope of Work

The Scope of Work required includes the preparation of engineering studies and construction documents including detailed plans, specifications, and cost estimate (PS&E). The design must conform to all laws, ordinances, and codes, including the latest ADA regulations, City of Richmond's Standard Specifications and Details, Caltrans 2023 Standard Specifications and Standard Plans, and the latest CA- MUTCD Manual. All work products shall become the property of the City and be submitted to the City for review. The Consultant shall submit at a minimum of four design submittals: Conceptual Design to support request for Diagnostic Meeting, 30% Preliminary Design, 60% PS&E, 90% PS&E, and 100% Final PS&E, bid phase services, and construction administration services.

2.1 - Project Management

- a. Consultant shall manage and coordinate a kick-off meeting with City Staff within 10 days after contract execution to discuss the project goals, scope, schedule, introduction of the project team, and request any required existing conditions information that the City may have.
- b. Consultant shall manage, coordinate monthly meetings with City Staff. Consultant shall set monthly ongoing meetings and distribute agendas, lead monthly meetings, prepare, and distribute meeting minutes, and responsibility matrix after each meeting to all project team members.
- c. Consultant shall schedule, attend, and conduct at a minimum, four additional meetings as follows through the duration of the project: Conceptual design, 30% preliminary design report, 60% PSE & 90% PSE meetings.
- d. Consultant shall coordinate with City staff, Caltrans, other applicable regulatory agencies, and other consultants that may be involved.
- e. Consultant shall prepare and periodically update a project schedule with tasks and milestones. Consultant shall break down the schedule by logistical tasks consistent with the scope of work and with enough detail to track project progress. Both baseline schedule and tracking updates are required at each stage of design. The schedule must reflect realistic estimates of review periods by City

staff for tasks, such as reports, plans, and coordination.

- f. Consultant shall prepare monthly progress reports that shall provide current information regarding the project schedule complete/ upcoming deliverables, problems encountered that may affect the schedule, budget of work products and anticipated work items, and identify activities for the following month.
- g. Consultant shall ensure compliance with current with applicable state and federal laws and regulations, and with any requirements from funding agencies.
- h. Consultant shall provide support to City staff for Caltrans' Request for Authorization (RFA) as needed for construction phase authorization, including the required Caltrans Local Assistance Forms and Checklists.

2.2 - Data Collection and Analysis

- 1. The Consultant shall research and review existing topographic mapping, right-of- way maps, "as-built" plans, record maps, surveys, assessor maps, improvement plans, and other characteristics for the project.
- 2. Consultant shall conduct field reconnaissance within the project limits.
- 3. Consultant shall conduct field surveys that include collecting topographic information and locating and referencing existing City survey monumentation and adopting City basis of horizontal and vertical control.
- 4. Consultant shall pothole existing utilities to verify their locations/elevations working in coordination with the City . The plans shall illustrate existing structures, as well as rim and invert elevations for all underground utilities and facilities, poles, and wire heights for above ground utilities.
- 5. Consultant shall be responsible for obtaining utility as-built plans from various agencies and as identified in the plans. Prepare and transmit project notification to utilities with a request to identify existing and proposed facilities.
- 6. Consultant shall identify required permits, prepare all permit applications, and assist the City with negotiations relative to permit conditions, if required. Permit fees will be paid by the City.
- 7. Consultant shall review existing City's documents: General Plan, Bicycle Master Plan and Pedestrian Plan ADA Transition Plan.
- 8. Consultant shall obtain the necessary existing traffic, bicycle, and pedestrian data for the area as necessary for design.

2.3 - Environmental Services / CEQA & NEPA Support

The consultant will provide environmental support (PES Form) and provide all necessary services to obtain any required NEPA/CEQA documentation.

2.4 - Utility Coordination

The Consultant shall coordinate with City staff and utility agencies. Utility information (overhead and underground) must be included in the project base mapping. The consultant shall work with City staff, and Caltrans for design requirements for the Right-of-Way Phase (Local Agency Right of Way (ROW) Certification).

2.5 - Plans, Specifications, and Estimate

a. Design Criteria, Conceptual Design Plan, and 30% Preliminary Design Submittal

To support the project kick-off and the request for a Diagnostic meeting, Consultant shall prepare a project information package including a summary of Design Criteria, Conceptual Design plan, project photos. Consultant shall plan to participate in at least 2 field diagnostics/site reconnaissance meetings and provide team support by documenting and coordinating the agreed upon results and recommendations to the Diagnostic Team. The Consultant shall provide one set of full size, 24"x36", plans in .pdf and CAD format. Conduct all analysis needed to complete the preliminary design recommendations for the project as reviewed and approved by the City staff, Caltrans. The analysis shall include, but not be limited to, existing facilities condition and structure, analysis of traffic and pedestrian studies, signal timing, underground/ aerial utility investigations, pavement investigation, geometric design, right-of-way analysis, curb ramp infrastructures, signal pole locations, traffic signals and road signs.

b. 30% Preliminary Design Report and 30% Preliminary Design Submittal

After the Diagnostic Meeting process concludes, the Consultant shall prepare a preliminary layout of the project limits. At a minimum, the preliminary layout shall show pavement layout, right-of-way/easements, private properties, utilities, trees, sidewalk/pedestrian curb ramps, pavement striping, edge of pavement as applicable.

c. Project Plans, Specifications & Cost Estimate (60%, 90%, 100%)

The Consultant shall provide one set of full size, 24"x36", plans (in .pdf and CAD format), one set of specifications (in .pdf and .docx format) and the engineer's estimate (in .pdf. and .xlsx format) at each design stage. Consultant shall prepare detailed plans, technical specifications, and construction cost estimate (PS&E) for the South Cutting Boulevard Crossing Improvements project. Consultant shall prepare plans that

shall include but are not limited to Cover Sheet, Demolition Plans, Horizontal Control Plans, Grading and Drainage Plans, Improvement Plans, Signal Interconnect Plans, Signing and Striping Plans, Utility Plans, Civil Details Plans.

- Cover Sheet shall include, but are not limited to, location map, vicinity map, general notes, sheet index, City disclaimer and City Engineer signage block, submittal percentage, title block, Project title, and abbreviations.
- Demolition Plans shall include, but are not limited to, project limit of work, property limits, addresses, City ROW, existing underground and aerial utilities, monuments, clear limit of removal, detailed notes, scale, north arrow, USA sign, legend, clear distinction of material removal.
- Horizontal Control Plans shall include, but are not limited to, property limits, addresses, City ROW, control points table, station lines, offsets, table of curves, survey notes, scale, north arrow, datum notes, survey statement, survey signature and stamp, abbreviations, and legend.
- Grading and Drainage Plans shall include, but are not limited to, project limit of work, existing underground utilities, property limits, addresses, City ROW, proposed/ existing top of curb (TC) grades/ linework, proposed/ existing flow line (FL) grades/ linework, proposed/ existing gutter lip of gutter (GLIP) grades/ linework, proposed/ existing back of walk (BW) grades/ linework, match existing grades/ linework, conform grades/linework, difference between proposed GLIP to existing grade (cut/fill), slope arrows, cross slopes, layer type to differentiate existing and proposed grades, legend, scale, north arrow, USA sign, legend, and annotated dimensions.
- Improvement Plans shall include, but are not limited to, project limit of work, property limits, addresses, City ROW, proposed/existing linework (TC, FL, GLIP, BW, etc.), existing underground and aerial utilities, layer type to differentiate existing and proposed linework, legend, scale, north arrow, USA sign, legend, call outs (e.g. install, protect in place, adjust to grade, reference to detail number/sheet number, etc.), clear distinction of proposed improvements, and general notes.
- Signal Interconnect Plans shall include, but are not limited to, project limit of work, existing underground and aerial utilities, property limits, addresses, City ROW, proposed/ existing linework (TC, FL, GLIP, BW, etc.), layer type to differentiate existing and proposed line work, legend, scale, north arrow, USA sign, legend, traffic control devices call outs, clear distinction of proposed improvements, specifications and general notes.
- Signing and Striping Plans shall include, but are not limited to, project limit of work, existing underground and aerial utilities, property limits, addresses, City and BNSF ROW, proposed/ existing linework (TC, FL,

GLIP, BW, etc.), layer type to differentiate existing and proposed line work, pavement striping for crosswalks, bicycles, and vehicles, legend, scale, north arrow, USA sign, legend, call outs, clear distinction of proposed improvements, and general notes.

- Utility Plans shall include, but are not limited to, project limit of work, existing underground utilities, pipe sizes, depths and pipe materials, utility boxes and appurtenances with elevation call outs as applicable, with clear distinction of proposed improvements, and general notes.
- Civil Details Plans shall include but not limited to City standard details, Caltrans details, street cross sections, traffic signal installation, sign installation, signal/pole foundations, and each curb ramp with grades.
- Cost estimate shall include but not limited to the bid items from the design plans, revised and adjusted after each submittal, and contingencies.
- Specifications shall include but not limited to technical specifications provided by the consultant in Word format and consultant shall compile City standard boiler plate, standard contract, and other related City standard documents provided by the City in Word Format.
- 60% PS&E – Consultant shall prepare the 60% PS&E based on 30% preliminary design with the coordinate of the City staff. Consultant shall be responsible for all Project Submittals, responses to City comments, and obtaining approvals.
- 90% PS&E – Consultant shall prepare the 90% PS&E based on comments made on 60% PS&E by the City and other Agencies. Consultant shall be responsible for all Project Submittals, responses to City comments, and obtaining approvals.
- The Consultant shall provide support to City staff for Caltrans' Request for Authorization (RFA) as needed for construction phase authorization, including the required Caltrans Local Assistance Forms and Checklists.
- 100%/Final PS&E - Consultant shall prepare the 100% PS&E based on comments made on 90% PS&E by the City and other agencies. Consultant shall be responsible for all Caltrans Submittals, responses to Caltrans comments, and obtaining approvals.

2.6 - Public Outlook

The Consultant shall provide outreach sufficient to inform businesses and residents via mailers, letter, website, or a combination of methods regarding the project. An assumed 5 in-person stakeholder meetings will be required.

2.7 - Design Support During Construction

- Bid Support Services: The consultant shall support City staff during the contractor procurement process. Consultant will be expected to attend the pre-bid meeting, address technical questions, and issue addenda to the construction documents.
- Construction Support Services: The Consultant shall provide construction administration services during construction. Consultant will be expected to:
 - o Review project submittals on an as-needed basis.
 - o Respond to construction contractor's requests for information (RFI) on an as-needed basis.
 - o Assist the City's Project Manager with inspection of constructed facilities on an as-needed basis.
 - o Attend the final inspection of the project with the City's Project Manager and Contractor on an as-needed basis.
 - o Assist the City's Project Manager with development of a "punch-list" on an as-needed basis.
 - o Consultant shall prepare comprehensive as-built drawings from the Contractor mark-ups, submittals, and other supplied information.
 - o Consultant shall submit a draft as-built to the City for review. Final as-built drawings shall incorporate all Contractor's redlines, change orders, RFI's and City comments. Files shall be submitted in PDF and CAD formats.

2.9 As-Builts

The Consultant shall prepare record drawings upon project completion (red-lines from contractor). The Consultant shall mark up the original mylar sheets with revisions made during construction. As-built record drawings shall reflect all changes to all improvements constructed. Electronic files of the as-built drawings (in standard pdf format) and AutoCAD (dwg) shall be provided in addition to the original as-built mylars, or other medium, as directed by the City. The Consultant can assume that the City will perform the construction management in-house which includes a resident engineer duties and inspection.

Preserving and Perpetuating Survey Monuments

The Consultant shall identify, list, and show existing survey monuments on construction plans. Consultant shall file a Corner Record or Record of Survey with Contra Costa County for monuments within the project limits that have not been previously recorded and submit a copy to the City. The Consultant shall include language in the PS&E package to preserve all monumentation affected by the work being performed in accordance with Section 8771 of the Professional

Land Surveyors Act in the Business and Professionals Code of the State of California.

3. PROJECT GENERAL INFORMATION

RFP SCHEDULE

Date	Activity
November 1, 2024	Release RFP
November 14, 2024	Final Day to Submit Questions (5:00 PM)
November 15, 2024	Responses to Questions posted on BidsOnline
November 22, 2024	Proposal Due Date
December 3, 2024	Final Selection and Contract Negotiations
January 21, 2025	Anticipated Award of Contract at City Council
February 6, 2025	Anticipated Notice to Proceed

3.1 Proposal format guidelines

The proposal should be concise, well organized, and demonstrate the proposer's qualifications and experience applicable to the Project. The proposal shall be limited to 20 -sided pages (8.5 inches x 11 inches), inclusive of graphics, forms, pictures, photographs, dividers, etcetera, but not of cost proposal, resumes, required forms, certifications, front and back covers, or letters of commitment from sub-consultants. The required font size is 12 point, with minimum left and right margins of one inch, and top and bottom margins of 0.7 inches.

Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected. The following proposal sections are to be included in the Vendor's response:

A. Consultant Cover Letter

A cover letter, not to exceed two pages in length, should summarize key elements of the proposal and shall:

- Confirm that all elements of this RFP have been reviewed and understood;
- Include a statement of intent to perform the services as outlined;
- Express company's willingness to enter into an agreement under the terms and conditions prescribed by this RFP, insurance requirements and in the sample Caltrans Local Assistance Procedures Manual Agreement.
- Include a description and brief history of the company's experiences, qualifications, and successes in providing Engineering & Design services described herein. Please indicate the number of employees, client base and location of offices.
- Indicate the address and telephone number of the Consultant's office located nearest to Richmond, California, and the office from which the project will be managed.
- Confirm that Consultant has a minimum of three (3) years Engineering and Design experience.
- Stipulate that the proposal price will be valid for a period of at least 180 days.
- Identify a single person for contact during the RFP review process; and
- Cover letter shall be signed by an authorized official of the company.

B. Background and Project Summary Section

The Background and Project Summary Section should describe the Consultant's understanding of the City, the work to be done, and the objectives to be accomplished. Refer to description of services for this RFP.

C. Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Services of this RFP. The Methodology Section should include:

- 1) An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
- 2) Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Services" section.
- 3) Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.

- 4) Detailed description of specific tasks you will require from City staff.
Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Services.

D. Staffing

Describe proposed Project team organization, including identification and responsibilities of key personnel. Indicate role and responsibility of prime consultants and all sub-consultants. If applicable, indicate how local firms are being utilized to ensure a strong understanding of state and local laws, ordinances, regulations, policies, requirements, and permitting. Indicate the extent of the commitment of key personnel for the duration of the Project and furnish resumes of key personnel. Provide an indication of the staffing level for the Project. The City of Richmond's evaluation of the proposal will consider the proposer's entire team; therefore, no changes in the team composition will be allowed without prior written approval of the City of Richmond. Sub-consultant letters of commitment are required and must be submitted with the proposal.

Describe the experience of the proposer's Project team in detail, including the team's Project Manager, and other key staff members, on projects of similar size, capacity, and dollar value. For each similar project, include the client's name and correct telephone number. It is the City of Richmond's policy to interview proposers' references as well as references identified by the City of Richmond.

E. Qualifications

The information requested in this section should describe the qualifications of the firm, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

- 1) Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of service.
- 2) A summary of your firm's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.
- 3) Provide at least three (3) references that received similar services from your firm. The City of Richmond reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
 - a) Client Name and contact info
 - Telephone & e-mail address
 - Address
 - b) Description of services provided including contract amount
 - c) Project start and end dates

F. Cost Information

Provide the total direct and indirect costs to complete all tasks identified in the scope of services. Even if the method of payment to proposer will be fixed fee, a detailed cost breakdown shall be provided identifying: (1) the number of staff hours and hourly rates for each professional and administrative staff person who will be committed to this Project; (2) all other direct costs, such as materials and reproduction costs; and (3) sub-consultant services, if needed. These rates will also be used to negotiate rates for other projects (including optional tasks) that may be assigned. No additional funds will be paid above and beyond the original quote given by the selected Vendor.

Proposers will be paid at the same rates set forth in their cost proposal unless further negotiated in writing and agreed to by the City of Richmond.

G. Value Added Services

Please provide any additional services of benefit not specifically required herein, which the Proposer offers to provide.

H. Contractor Assignment of Sub-Contract

The resulting contract shall not be assigned, transferred, or sublet, in whole or in part, without the prior written approval of the City of Richmond. If Proposers intend to subcontract any portion of the resulting contract, they must describe their process for selecting such subcontractor(s) and the quality control measures that the Proposer will employ to ensure that any subcontractor complies with the provisions of Proposer's contract with the City.

I. Previous Contracts with the City of Richmond

The proposer shall submit a list which indicates all prime contracts and/or amendments awarded to the Proposer by the City of Richmond for the last three (3) years. The list shall include a short description of the Project, the Project scope of work, award date, completion date, name of City of Richmond's assigned Project Manager, and contract value.

J. Exceptions to this Request for Proposals

The proposer shall state whether or not it takes exception(s) to this RFP, including but not limited to the City of Richmond's Standard Services Agreement – RFP (**Attachment A**). If the proposer does take exception(s) to any portion of the RFP or contract, the specific portion to which exception(s) is taken must be identified by section number and explained. Requests for changes or additions to sections of City of Richmond's Standard Services Agreement must be shown by requesting deletion of specific words and/or by providing new requested contract language. Requests for complete replacement of the City of Richmond's Standard Services Agreement for another contract will not be granted. Failure to make exceptions to the RFP or Standard Services Agreement within the proposal will be deemed a waiver of any objection. Exceptions will be considered during the proposal evaluation process.

K. Statement of Impartiality and Disclosure

The nature of this Project requires an impartial unbiased approach on the part of the proposer's team. This proposal shall include a statement declaring that the proposer's and sub-consultants are not currently, and will not, during the performance of these services, participate in any other similar work involving a third-party with interests currently in conflict or likely to be in conflict with City of Richmond's interests. Additionally, proposer is required to disclose any pending or active investigations or litigation that may affect the reputation or ability of the proposer to carry out the Project.

4. PROCESS FOR SUBMITTING PROPOSALS

Questions Concerning Request for Proposals

All questions must be submitted via the electronic BidsOnline system on the Q&A tab by 5:00pm PST, on November 14, 2024. If the City finds it necessary to issue an addendum, prospective Offerors will receive e-mail notification of addendum. Otherwise, answers to questions received will be provided on the Q&A tab and notification will be sent by November 15, 2024. It is the proposer's responsibility to periodically check the BidsOnline website www.ci.richmond.ca.us/bids for any possible Addenda to the RFP that may have been posted.

Any party submitting a proposal shall not contact or lobby any City Council member, City official, employee (except those specified for contact) or agent regarding the RFP. Any party attempting to influence or circumvent the RFP, bid submittal, and review process may have their proposal rejected for violating this provision of the RFP.

Interested parties may download copies of the above-mentioned proposal by visiting the City's web site, www.ci.richmond.ca.us/bids. To download RFP, new vendors will be required to register. Once the vendor downloads any documents relative to a solicitation, that vendor's name will appear on the Prospective Bidders list for that project and will receive any addenda or notifications relating to the RFP.

Submission of Proposals

The proposal and any required certifications shall be signed by an individual or individuals authorized to execute legal documents on behalf of the proposer.

Electronic Proposals shall be submitted via the City's secure online bidding system. All required sections of the proposal must be submitted via the website.

Contractor is solely responsible for “on time” submission of their electronic proposal. The Bid Management System will not accept late proposals and no exceptions shall be made. Contractors will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those proposals that were transmitted successfully.

The proposal must be received no later than 3:00 p.m., local time, on November 22, 2024.

The City of Richmond reserves the right to waive inconsequential irregularities.

GENERAL GUIDELINES

This RFP does not commit the City of Richmond to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work. The City of Richmond may reject a proposal without providing the reason(s) underlying the declination. A failure to award a contract to the proposer with the lowest cost proposal shall not constitute a valid cause of action against the City of Richmond. The City shall not be responsible for work done, even in good faith, prior to final approval of the proposed contract. The City may investigate the qualifications of any respondent under consideration, require confirmation of information furnished by the respondent, and require additional evidence or qualifications to perform the Services described in this RFP.

The City reserves the right to:

1. Reject any or all proposals.
2. Issue subsequent Requests for Proposal.
3. Postpone opening for its own convenience.
4. Remedy technical errors in the Request for Proposal process.
5. Negotiate with any, all, or none of the Respondents.
6. Solicit best and final offers from all or some of the Respondents.
7. Select one or more Respondents.
8. Accept other than the lowest proposed fees.
9. Waive informalities and irregularities in proposals.

Public Records

All proposals submitted in response to this RFP become the property of the City of Richmond and public records and, as such, may be subject to public review. Documents protected by law from public disclosure will not be disclosed by the City of Richmond if clearly marked with the word "confidential" on each applicable page. Trade secrets may be marked as confidential only to the extent they meet the requirements of California Government Code section 6254.7. Only information claimed to be a trade secret at the time of submittal to the City of Richmond and marked as "confidential" will be treated as a trade secret.

Insurance Requirements

The City of Richmond requires consultants doing business with it to obtain insurance, as shown in RFP **Attachment B**. The required insurance certificates must comply with all requirements of the standards as shown and must be provided within fifteen (15) days of issuance of the Notice of Intent to Award and prior to the commencement of any work on the Project.

Business Licenses

The successful Contractor and all subcontractors used in the work will be required to hold or to obtain a City of Richmond business license for which the fee will not be waived.

Compliance with City Ordinances

The Contractor and all subcontractors shall comply with the City of Richmond Nondiscrimination Clauses in City Contracts Ordinance ([Richmond Municipal Code \(RMC\) Chapter 2.28](#)), Business Opportunity Ordinance ([RMC Chapter 2.50](#)), Local Employment Program Ordinance ([RMC Chapter 2.56](#)), Living Wage Ordinance ([RMC Chapter 2.60](#)) and Ordinance Banning the Requirement to Provide Information of Prior Criminal Convictions on all Employment Applications ("Ban the Box") ([RMC Chapter 2.65](#)), which are incorporated into the Contract Documents by this reference.

Sanctuary City Contracting Ordinance (SCCO)

The Richmond Sanctuary City Contracting Ordinance No. 12-18 prohibits the City from granting and or retaining contracts with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Proposers must submit the attached Sanctuary City Compliance Statement with their Proposal.

Limited Liability Company Disclosure Statement (LLCS)

Resolution No. 86-21, approved by City Council on July 6, 2021, requires disclosure of the identities of beneficial & responsible owners of Limited Liability Corporations (LLC). Proposers must submit the attached Disclosure Statement of Limited Liability Companies Form with their Proposal

Collusion

By submitting a proposal, each respondent represents and warrants that its proposal is genuine and not false or collusive or made in the interest of, or on behalf of any person not named therein; that the respondent has not directly or indirectly induced or solicited any other person to submit a false proposal, or any

other person to refrain from submitting a proposal; and that the respondent has not, in any manner, sought collusion to secure any improper advantage over any other person submitting a proposal.

Withdrawal of Proposals

A respondent may withdraw their proposal before the expiration of the time for submission of proposals by delivering to the Finance Department a written request for withdrawal signed by, or on behalf of, the respondent.

Ownership of Documents

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials produced for the Project shall be the sole and exclusive property of the City. No such materials or properties produced in whole or in part for the Project shall be subject to private use, copyrights, or patent rights by Respondent in the United States or in any other country without the express written consent of the City. The City shall have unrestricted authority to publish, disclose (except as may be limited by the provisions of the Public Records Act), distribute, and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced for this project.

Federal Program Requirements

Projects using federal funds are subject to Part 26, Title 49, Code of Federal Regulations (CFR) entitled "Participation by Disadvantaged Business Enterprises (DBE) in the Department of Transportation Financial Assistance Program." Firms submitting a proposal shall be fully informed of the requirements of the regulations. The City has a goal of 19% participation of Disadvantaged Business Enterprise (DBE) on this contract. The consultant is encouraged to seek participation of DBE-rated firm to fulfill this goal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for this contract. If the goal is not met, the proposer must document adequate good faith efforts. See **Attachment C** for additional information on the federal requirements on this project. It must be completed when required and shall be considered as part of the executed agreement between the City of Richmond and the selected consultant.

Any agreement resulting from this RFP will incorporate by reference the requirements of 49 CFR Part 26. Failure of consultant or any or all subconsultants to carry out these requirements will be considered a material breach of said agreement, which may result in the termination of said agreement or such other remedy as the City deems appropriate.

An agreement shall not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR

Part 18, and 48 CFR Part 31. Prime consultants with a proposed contract totaling \$150,000 or more, and any subconsultants listed on the contract, must certify the accuracy of their contract costs and adequacy of their financial management systems (see CLAPM Exhibit 10-K “Consultant Certification of Contract Costs and Financial Management System”).

The requirements for federally funded projects will apply to this Request for Proposals, and the Proposers will be required to submit all required forms. Forms can also be found on Caltrans website:

<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

All DBE participation will count toward the California Department of Transportation’s federally mandated statewide overall DBE goal.

The proposing Consultant shall complete and submit the following forms with the proposal to be considered responsive.

The following forms have been included in the proposal (See Attachment C)
It is necessary to submit Exhibits 10-I, 10-K, 10-01, 10-02, 10-Q, 10-R, 10-T and 15-H (if necessary), with your response. Failure to submit the required forms and or documentation with your response will render your proposal non-responsive. If selected, the consultant shall provide written confirmation from each DBE firm participating in the contract. A copy of the DBE’s quote will serve as written confirmation that the DBE is participating in the contract.

5. PROPOSAL EVALUATION AND SELECTION PROCESS

All proposals shall be reviewed to verify that the Respondent has met the minimum requirements. Proposals that have not complied with requirements, do not meet minimum content and quality standards, or take unacceptable exceptions to the General Terms and Conditions of the Standard Service Agreement, will be eliminated from further consideration. Proposals will be reviewed and evaluated by an evaluation committee comprised of City of Richmond personnel.

The City reserves the right to reject any or all proposals, or to make no award. The City also reserves the right to require modifications follow-up with requests for additional information, including, but not limited to, follow-up interviews. The City may request Best and Final offers based upon improved understanding of the offers or changed scope of service. The City will negotiate with that vendor to determine final pricing, and contract form. Because this proposal is negotiable, all pricing data will remain confidential until after award is made, and there will be no public opening and reading of Proposals. Overall responsiveness to the RFP is an important factor in the evaluation process. The criteria upon which the evaluation of the proposals will be based include, but are not limited to, the following:

The Proposal/Methodology and Approach to Work	25%
Experience/Past Performance/References	25%
Project Team	25%
Proposer Qualifications	25%

The Proposal/Methodology and Approach to Work – 25%

The proposer's responsiveness to the RFP including completeness and thoroughness of proposal; all required information must be provided in the format specified. This category will also evaluate:

- Ability to provide services as outlined in the RFP.
- Approach and proposed methodology to project scope.
- Demonstrated knowledge of the work required.
- Explanation of the Project or services required.
- Innovative approaches and internal measures for timely completion of Project.

Experience/Past Performance/References – 25%

Consideration will be given based upon the firm's experience, years in business, past and current client references; technical expertise and professional competence in areas directly related to this RFP; number of years of experience in performing similar work.

Project Team – 25%

Respondent should demonstrate that all key personnel have been successfully involved with projects of similar scope and magnitude. This category will evaluate the firm's:

- Qualifications and relevant individual experience
- Unique qualification of key personnel
- Staff Availability / Time commitment of key members
- Organization chart

Proposer Qualifications – 25%

This category will evaluate the respondent's ability to take upon itself the responsibilities set forth in the Scope of Services and produce the required outcome in a timely manner. Consideration will be given for the overall quality of the proposal, including a demonstrated understanding of the purpose, scope and objective of the services to be performed. It is the intention of the City of Richmond

to award a contract to the Respondent who furnishes satisfactory evidence that the Respondent has the requisite experience and ability to enable the Respondent to execute the work successfully and properly, and to complete services in a timely manner. To determine the degree of responsibility to be credited to the Respondent, the City of Richmond will weigh the evidence that the Respondent has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress.

Pre-Award Negotiations

After the proposals are opened, but prior to award, the City may elect to conduct negotiations with the highest ranked respondent for purposes of:

- Resolving minor differences and information
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from respondents
- Cost/budget clarifications

If the City cannot successfully negotiate a contract with the highest ranked respondent, the City may begin negotiations with the second highest ranked respondent.

Selection may be made without further discussion, negotiations or respondent's presentations; therefore, respondent shall offer the most favorable terms in response to this RFP. Respondent must demonstrate an understanding of the scope of service to be provided and the ability to accomplish the tasks set forth. Respondent shall include information that will enable the City to determine the Respondent's overall qualifications. The City reserves the right to request additional information or clarification on any matter included in the proposal response, to enable the City to arrive at the final award decision.

Award - - When the evaluation committee has completed its work, City staff will then make a recommendation to City Council to award a contract for Engineering & Design Services for the McBryde avenue Improvement Project. The services provided by the successful Proposer shall be governed by a Standard Services Agreement (**Attachment A**).

Exhibits and Attachments

- Exhibit 1.1 (McBryde Ave Safe Routes To Parks Project Concept): Conceptual Illustration of Proposed Improvements
- Attachment A: City of Richmond Standard Services Agreement
- Attachment B: City of Richmond Insurance Requirements
- Attachment C: City of Richmond Disadvantaged Business Requirements

- a. Exhibit 10-I – Notice to Proposers DBE Information
- b. Exhibit 10-K, Consultant Certification of Contract Costs and Financial Management System
- c. Exhibit 10-O1 – Consultant Proposal DBE Commitment
- d. Exhibit 10-O2 – Consultant Contracts DBE Commitment
- e. Exhibit 10-Q, Disclosure of Lobbying Activities
- f. Exhibit 10-R, A&E Boilerplate Agreement Language
- g. Exhibit 10-T, Conflict of Interest and Confidentiality Statement
- h. Exhibit 15-H – Proposer/Contractor Good Faith Efforts
- i. Exhibit 16 – Richmond Sanctuary City Contracting Ordinance No. 12-18
- j. Exhibit 17 –Limited Liability Company Disclosure Statement (LLCS), Resolution No. 86.21

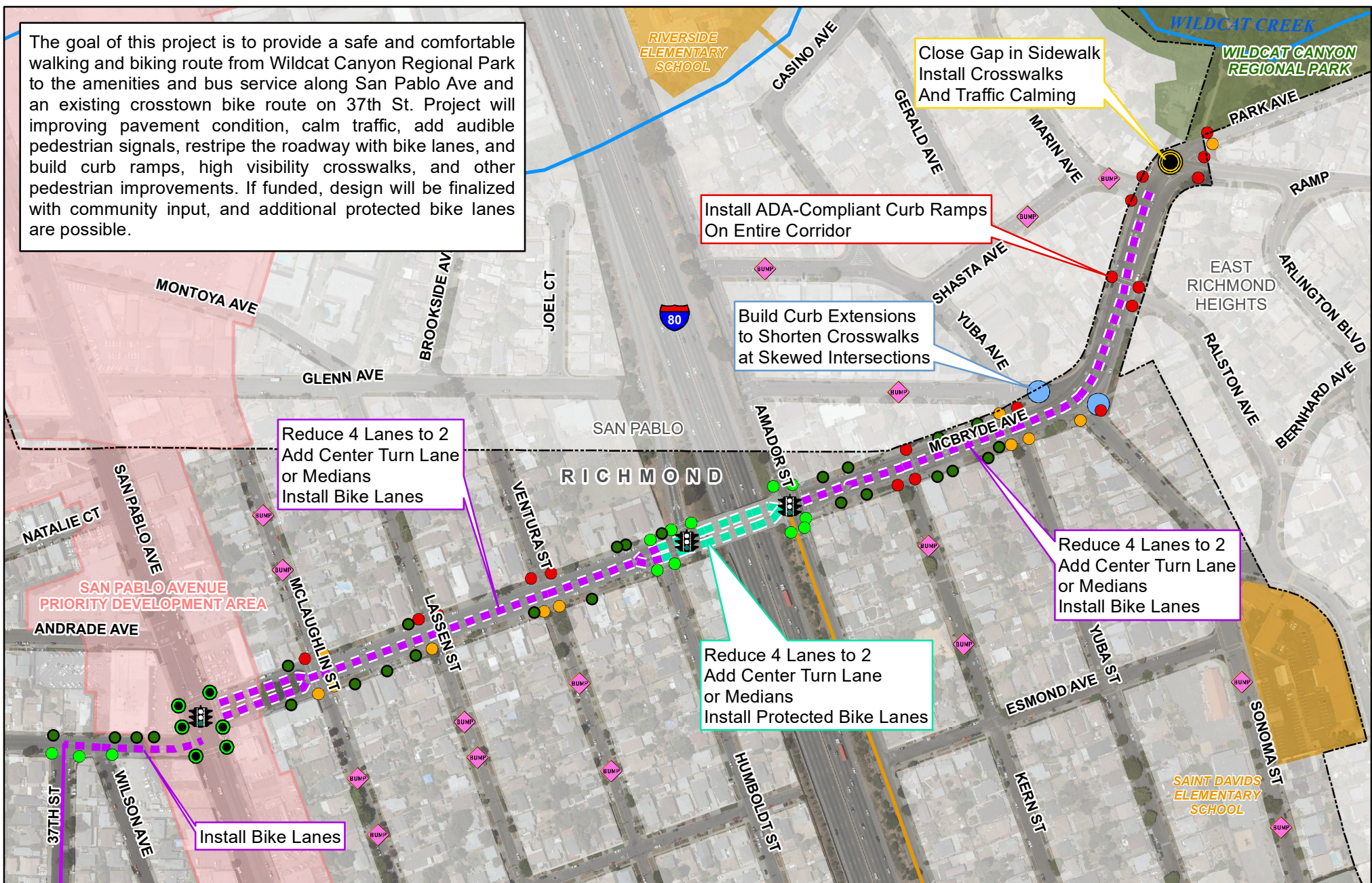
EXHIBIT 1.1

(McBryde Ave Safe Routes To Parks Project Concept)

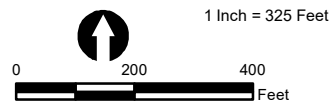
CITY OF RICHMOND

Conceptual illustration of Proposed improvements

The goal of this project is to provide a safe and comfortable walking and biking route from Wildcat Canyon Regional Park to the amenities and bus service along San Pablo Ave and an existing crosstown bike route on 37th St. Project will improving pavement condition, calm traffic, add audible pedestrian signals, restripe the roadway with bike lanes, and build curb ramps, high visibility crosswalks, and other pedestrian improvements. If funded, design will be finalized with community input, and additional protected bike lanes are possible.



McBryde Ave Safe-Routes-To-Parks Project Concept



- Proposed Curb Extension
- Proposed Traffic Circle
- Existing Speed Hump
- ADA Compliant
- Needs Detectable Warning Surface
- Build Curb Ramp
- Rebuild Non-Compliant Ramp
- New Trees
- Traffic Signal
- City Boundaries
- Watercourse
- PDA
- Parcel Owner: EBRPD, WCCUSD
- Existing Bikeways: Class 2 Lane, Class 3 Sharrow



APPENDIX A
CITY OF RICHMOND
Standard Services Agreement

CITY OF RICHMOND STANDARD CONTRACT

Department:	Project Manager:
Project Manager E-mail:	Project Manager Phone No:
PR No: Vendor No:	P.O./Contract No:
Description of Services:	

The parties to this STANDARD CONTRACT do mutually agree and promise as follows:

1. Parties. The parties to this Contract are the City of Richmond (herein referred to as the "City") and the following named Contractor:

Company Name: _____

Street Address: _____

City, State, Zip Code: _____

Contact Person: _____

Telephone: _____

Email: _____

Business License No: _____

/ Expiration Date: _____

A California ☐ corporation, ☐ limited liability corporation ☐ general partnership, ☐ limited partnership, ☐ individual, ☐ non-profit corporation, ☐ individual dba as [specify:] _____, ☐ other [specify:] _____

2. Term. The effective date of this Contract is _____ and it terminates _____ unless terminated as provided herein.
3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ _____. City shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the City Council or City Manager.
4. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
5. City's Obligations. City shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. Authorized Representatives and Notices. This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C) which are attached hereto and are incorporated herein by reference.
7. General Conditions. This Contract is subject to the General Conditions (Exhibit D) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
8. Special Conditions. This Contract is subject to the Special Conditions (Exhibit E) (if any) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein. (Note: other than Public Works contracts, the City will agree to Special Conditions only in unusual circumstances.)
9. Insurance Provisions. This Contract is subject to the Insurance Provisions (Exhibit F) which are attached hereto and are incorporated herein by reference.
10. Signatures. These signatures attest the parties' Contract hereto:

CITY OF RICHMOND
a municipal corporation

CONTRACTOR:

By: _____

(* The Corporation Chairperson of the Board,
President or Vice President should sign below)

Title: _____

By: _____

I hereby certify that this Contract
has been approved by City Council.

Title: _____

Date Signed: _____

By: _____
City Clerk

(* The Corporation Chief Financial Officer,
Secretary or Assistant Secretary should sign below)

Approved as to form:

By: _____

By: _____
City Attorney

Title: _____

Date Signed: _____

(NOTE: Pursuant to California Corporations
Code Section 313, if Contractor is a corporation
or nonprofit organization, this Contract (1) must
be signed by (a) the Chairperson of the Board,
President or Vice-President and (b) the
Secretary any Assistant Secretary, the Chief
Financial Officer or any Assistant Treasurer.

LIST OF ATTACHMENTS:

Service Plan
Payment Provisions
Authorized Representatives and Notices
General Conditions
Special Conditions
Insurance Provisions
Standard Contract/EJ/TE 9-26-07

Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E
Exhibit F

For the Contract between the City of
Richmond and

EXHIBIT A
SERVICE PLAN

Contractor shall, to the satisfaction of the _____, perform the following services and be compensated as outlined below:

**EXHIBIT B PAYMENT
PROVISIONS**

{PLEASE NOTE THAT THE CITY OF RICHMOND SHALL NOT PAY FOR SERVICES THAT EXCEED THE CONTRACT PAYMENT LIMIT UNLESS A CONTRACT AMENDMENT HAS BEEN APPROVED BY THE CITY COUNCIL OR THE CITY MANAGER}

1. Provided Contractor is not in default under this Contract, Contractor shall be compensated as provided below.
2. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals and travel etc). Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the City. Contractor may be required to provide back-up material upon request.
3. Contractor shall submit timely invoices to the following address:

Attention: City of Richmond, Finance Department - Accounts Payable
Project Manager: _____ Department: _____
PO Box 4046
Richmond, CA 94804-0046
4. All invoices that are submitted by Contractor shall be subject to the approval of the City's Project Manager, _____ before payments shall be authorized.
5. The City will pay invoice(s) within 45 days after completion of services to the City's satisfaction. The City shall not pay late fees or interest.
6. A Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.
7. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract shall be executed by the City. The insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES

1. Notices. All notices, demands, statements, or communications provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to the City shall be addressed to the Department Head and (as delineated below in section 1.1) to the project manager responsible for the administration of or the supervision of the scope of work under this Contract. Notices to the Contractor shall be addressed to the party designated by Contractor (as delineated below in section 1.2). Notice shall be deemed delivered (a) upon personal delivery; (b) as of the fifth business day after mailing by United States certified mail, postage prepaid, addressed to the proper party; or (c) as of 12:00 p.m. on the second business day immediately after the day it is deposited with and accepted by Federal Express, or a similar overnight courier service, addressed to the proper party and marked for next business day morning delivery. For the purposes of this Contract, a "business day" means any day Monday through Friday that is not a holiday recognized by the federal government or the State of California.

1. 1 CITY hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

City of Richmond

Richmond, CA 94804-0046

1. 2 CONTRACTOR hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

For the Contract between the City of
Richmond and

**EXHIBIT E SPECIAL
CONDITIONS**

The General Conditions are hereby amended to include the following modifications
and/or provisions (if applicable):

EXHIBIT F
INSURANCE PROVISIONS

During the entire term of this Contract and any extension or modification thereof, the CONTRACTOR shall keep in effect insurance policies meeting the insurance requirements specified in the insurance provisions which are attached hereto and incorporated herein by this reference.

ATTACHMENT B

INSURANCE REQUIREMENTS

City of Richmond - Insurance Requirements - Type 2: Professional Services

In all instances where CONTRACTOR or its representatives will provide professional services (*architects, engineers, construction management, counselors, medical professionals, hospitals, clinics, attorneys, consultants, accountants, etc.*) to the City of Richmond (City), the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability coverage, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001), and including coverage for bodily and personal injury, property damage, and products and completed operations (if applicable).
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
3. Original and Separate Additional Insured Endorsement for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation insurance.
6. Professional Liability or Errors & Omissions Liability Insurance appropriate to the CONTRACTOR's profession (if required.)

Required Coverage	Minimum Limits
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 .
General Liability (primary and excess limits combined)	\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit) . Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.

City of Richmond - Insurance Requirements - Type 2: Professional Services

Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage.	
Professional Liability or Errors & Omissions Liability – <i>Required for all professionals including architects, engineers, consultants, construction management, counselors, medical professionals, hospitals, clinics, attorneys and accountants, & other consultants as may be required by the City.</i>	PROJECT COST	REQUIRED LIMIT
	\$0 - \$1 million	\$1 million p/o
	\$1 million - \$5 million	\$2 million p/o
	Over \$5 million	\$5 million p/o

Required Policy Conditions	
Additional Insured Endorsement	<p>Applicable to General Liability coverage.</p> <p>The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract.</p> <p>ISO form CG 20 10 (11/85) or its equivalent is required. If the Contractor is supplying their product or providing a service then the endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</p>
Primary and Noncontributory	<p>The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.</p>
Waiver of Subrogation Endorsement Form	<p>Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</p>
Deductibles and Self-Insured Retentions	<p>Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses.</p> <p>Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.</p>
A. M. Best Rating	<p>A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.</p>

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverage's and cover those insured in the underlying policies.

City of Richmond - Insurance Requirements - Type 2: Professional Services

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City **before work may begin.** The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, CONTRACTOR must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

City of Richmond - Insurance Requirements – CONSTRUCTION PROJECTS

In all instances where a CONTRACTOR or its representatives will be conducting business and/or providing services, the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001) including coverage for bodily and personal injury, property damage, and products and completed operations.
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)
3. Original and Separate Additional Insured Endorsements for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation and Builder's Risk/ Course of Construction Insurance.
6. Builder's Risk/Course of Construction insurance covering all risks of loss less policy exclusions when the City of Richmond has a financial interest in the property.
7. Contractor's Pollution Liability

Required Coverage	Minimum Limits
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 .

City of Richmond - Insurance Requirements – CONSTRUCTION PROJECTS

General Liability <i>(primary and excess limits combined)</i>	PROJECT COST	REQUIRED LIMIT
	\$0 - \$5 million	\$2 million p/o
	\$5 million - \$10 million	\$5 million p/o
	Over \$10 million	\$10 million p/o
	Includes coverage for bodily injury, personal injury, property damage and products and completed operations. The policy shall not exclude coverage for XCU perils (explosion, collapse, or damage to underground property). If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit. Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.	
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage.	
Builders' Risk/Course of Construction – Covers property under construction, repair or renovation as well as equipment and materials to be installed. <i>(Only required for Construction Projects involving property and equipment installation.)</i>	Coverage shall include all risks of direct physical loss, excluding earthquake, <i>for an amount equal to the full completed value of the covered structure or replacement value of alterations or additions, including soft costs and business interruption.</i> If the project does not involve new or major reconstruction, an Installation Floater may be acceptable. For such projects, a property installation floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing at the City of Richmond's site. The City of Richmond shall be named as loss payee as its interest may appear. The insurer shall waive all rights of subrogation against City.	
Contractor's Pollution Liability Protects against: <i>unexpected/unintended release of pollution resulting from contractors covered operations such as:</i> HVAC, paving, carpentry, pipeline & tank installation, drillers, remediation contractors, maintenance, mechanical, demolition, excavation, grading, street/road construction, residential & commercial builders.	Same limits as General Liability.	
Required Policy Conditions		
A. M. Best Rating	A: VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.	
Additional Insured Endorsement	Applicable to General Liability Coverage. The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured, including but not limited to bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract. ISO form CG 20 10 (11/85) or its equivalent is required. The endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61	

City of Richmond - Insurance Requirements – CONSTRUCTION PROJECTS

Primary and Noncontributory	The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.
Waiver of Subrogation Endorsement Form	Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers Compensation and Builder's Risk/ Course of Construction coverage during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61
Deductibles and Self-Insured Retentions	Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.
Loss Payable Endorsement (only required when Builder's Risk and/or Course of Construction Insurance is required.)	Applicable to Builder's Risk/Course of Construction naming the City of Richmond as Loss Payee.
SURETY BONDS	The Contractor shall provide: <ol style="list-style-type: none"> 1. A Bid bond 2. A Performance Bond 3. A Payment Bond

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverages and cover those insured in the underlying policies.

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

<p style="text-align: center;">City of Richmond - Insurance Requirements – CONSTRUCTION PROJECTS</p>

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City **before work may begin**. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed, or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, Contractor must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

**City of Richmond - Insurance Requirements for Non Profit Organizations (not for construction projects):
Services up to \$100,000**

<u>ACORD</u> TM		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY)	
PRODUCER		THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
		INSURERS AFFORDING COVERAGE			
INSURED		INSURER A:			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS R LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXPENSE (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO					\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
						\$
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	
						\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					
	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY				<input type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS	

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
		<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p>
		AUTHORIZED REPRESENTATIVE

**City of Richmond - Insurance Requirements for Non Profit
Organizations (not for construction projects):
Services up to \$100,000**

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**City of Richmond - Insurance Requirements for Non Profit
Organizations (not for construction projects):
Services up to \$100,000**

**SAMPLE Endorsements
Preferred form**

Reproduction of Insurance Services Office, Inc. Form

POLICY NUMBER: **COMMERCIAL GENERAL LIABILITY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED—OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CG 20 10 11 85 Copyright, Insurance Services Office, Inc., 1982

**City of Richmond - Insurance Requirements for Non Profit
Organizations (not for construction projects):
Services up to \$100,000**

SAMPLE Endorsements
Acceptable form when combined with CG 20 37 10 01
Reproduction of Insurance Services Office, Inc. Form

POLICY NUMBER:

COMMERICAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIMITS OF INSURANCE (DESIGNATED PROJECT OR PREMISES)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation of Project Or Premises:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II – WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of your ongoing operations performed for the insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

1. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than contractor or subcontractor engaged in performing operations for a principal as part of the same project.

CG 20 10 10 01

ISO Properties, Inc., 2000

Page 1 of 1

**City of Richmond - Insurance Requirements for Non Profit
Organizations (not for construction projects):
Services up to \$100,000**

SAMPLE Endorsements
Acceptable form when combined with CG 20 10 10 01
Reproduction of Insurance Services Office, Inc. Form

POLICY NUMBER:

COMMERICAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Location And Description of Completed Operations:

Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of “your work” at the location designated and described in the Schedule of this endorsement performed for that insured and included in the “products-completed operations hazard.”

CG 20 37 10 01

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Page 1 of 1

**City of Richmond - Insurance Requirements for Non Profit
Organizations (not for construction projects):
Services up to \$100,000**

**SAMPLE Endorsement
Waiver of Subrogation – Workers' Compensation**

Reproduction of State Compensation
Insurance Fund Form

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 807, SAN FRANCISCO, CALIFORNIA 94101

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

POLICY NUMBER:
CERTIFICATE EXPIRES:

[
|

|
]

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days' written notice to the employer.

We will give you 30 days' advance notice should this policy be canceled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

PRESIDENT

(Note: following text is typewritten addition to printed form)

THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION ENDORSEMENT #2570. AGAINST (ENTITY) _____, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS BY REASON OF ANY PAYMENT UNDER THIS POLICY.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE IS ATTACHED TO AND FORMS A PART OF THIS POLICY. ADDITIONAL INSURED EMPLOYER: _____

ENDORSEMENT #2065 ENTITLED 30 DAY CANCELLATION NOTICE EFFECTIVE IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

LIABILITY OF THE STATE COMPENSATION INSURANCE FUND IS LIMITED TO _____ FOR ALL DAMAGES FOR ONE OR MORE CLAIMS RESULTING FROM EACH ACCIDENT OF OCCURRENCE ARISING OUT OF ANY ONE EVENT.

EMPLOYER

**City of Richmond - Insurance Requirements for Non Profit
Organizations (not for construction projects):
Services up to \$100,000**

**SAMPLE Endorsement
Waiver of Subrogation – Liability
Reproduction of Insurance Services Office, Inc. Form**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OCP LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown I the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

CG 24 04 10 93

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EXHIBITS 10-I,10-O1,10-O2,10-Q,10-R,10-T,15-H

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

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

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 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 **meeting** the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included in **best qualified consultant’s executed consultant contract**. 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 Civil Rights [website](#)
 - 1. Click on the link titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on [Access to the DBE Query Form](#) located on the first line in the center of the page.

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

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

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

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

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

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

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

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

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

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

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

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.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

ARTICLE XXXIII NOTIFICATION

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

CONSULTANT:

(CONSULTANT)

(NAME) _____, Project Manager

(ADDRESS)

LOCAL AGENCY:

(LOCAL AGENCY)

(NAME) _____, Contract Administrator

(ADDRESS)

ARTICLE XXXIV CONTRACT

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

ARTICLE XXXV SIGNATURES

(Name of LOCAL AGENCY)

(Name of CONSULTANT)

(Signature)

(Name of Signer)

(Signature)

(Name of Signer)

Date: _____

Date: _____

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

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

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

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

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

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

Publications	Dates of Advertisement

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

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

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

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

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

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

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

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


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

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



Name of Agency/Organization	Method/Date of Contact	Results


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

Bid Alert Summary: Bid Alert: Request for Proposals Engineering & Design Services



PlanetBids <CustomerCare@planetbids.com>

To  Patrick McKenzie;  Hillal Hamdan

 If there are problems with how this message is displayed, click here to view it in a web browser.

[Click here to download pictures.](#) To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

This email originated from outside of the City's email system. Do not open links or attachments from untrusted sources.

This is an automated email notification. Please do not reply.

A new bid request was posted by City of Richmond which meets your selected criteria.

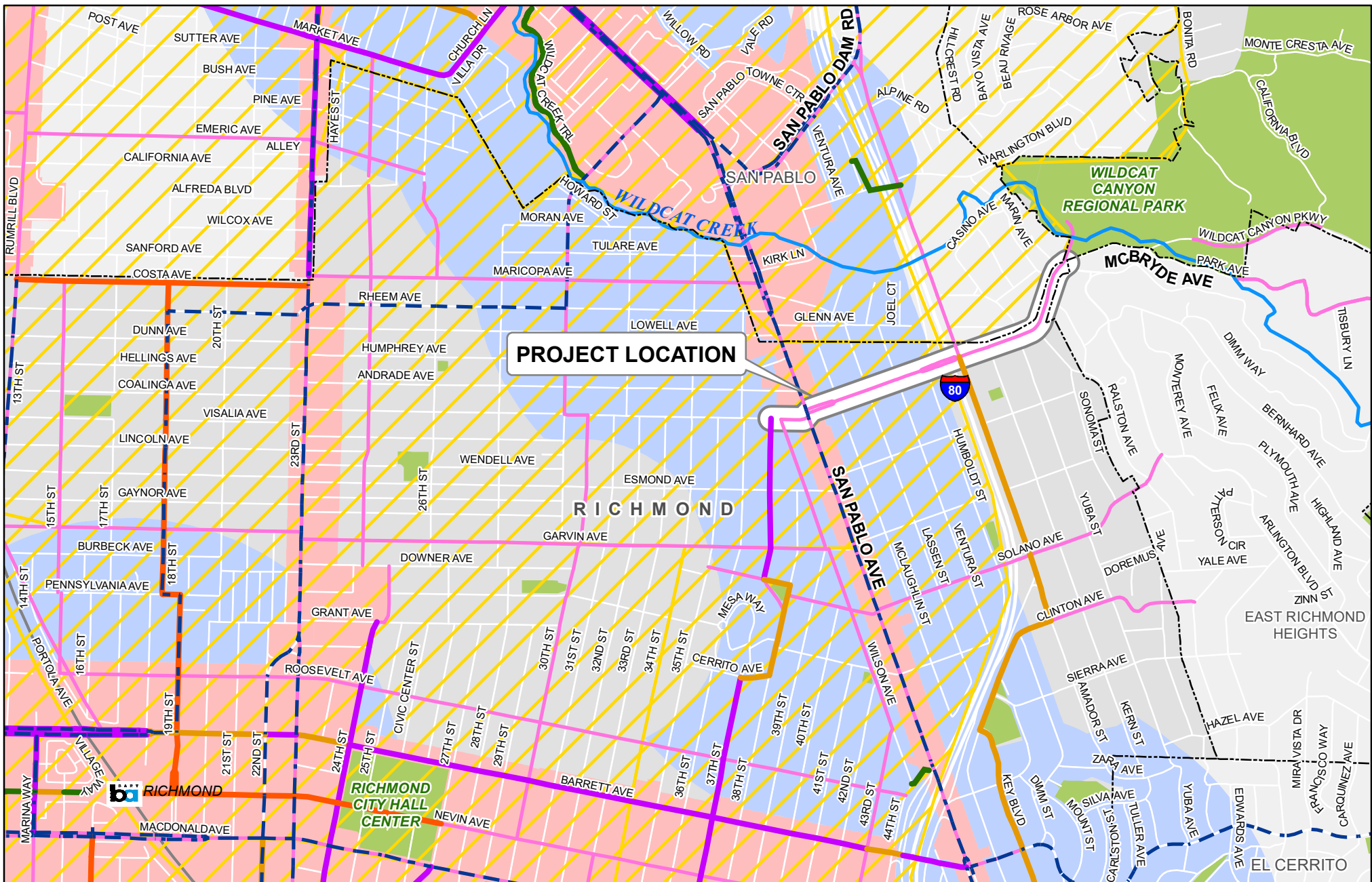
Project Title: Request for Proposals Engineering & Design Services
Posted: November 1, 2024 11:09 AM (Pacific)
Bid Due Date: November 22, 2024 5:00 PM (Pacific)

Please visit the [bid details](#) for more information.

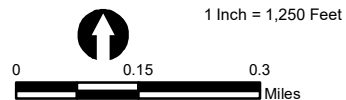
- Notified Categories:**
- 91842 - Engineering Consulting
 - 91894 - Traffic Consulting
 - 91896 - Transportation Consulting
 - 92500 - Engineering Services, Professional
 - 92517 - Civil Engineering
 - 99999 - Capital Improvement Projects

Thank you,
City of Richmond

984 vendors were notified.



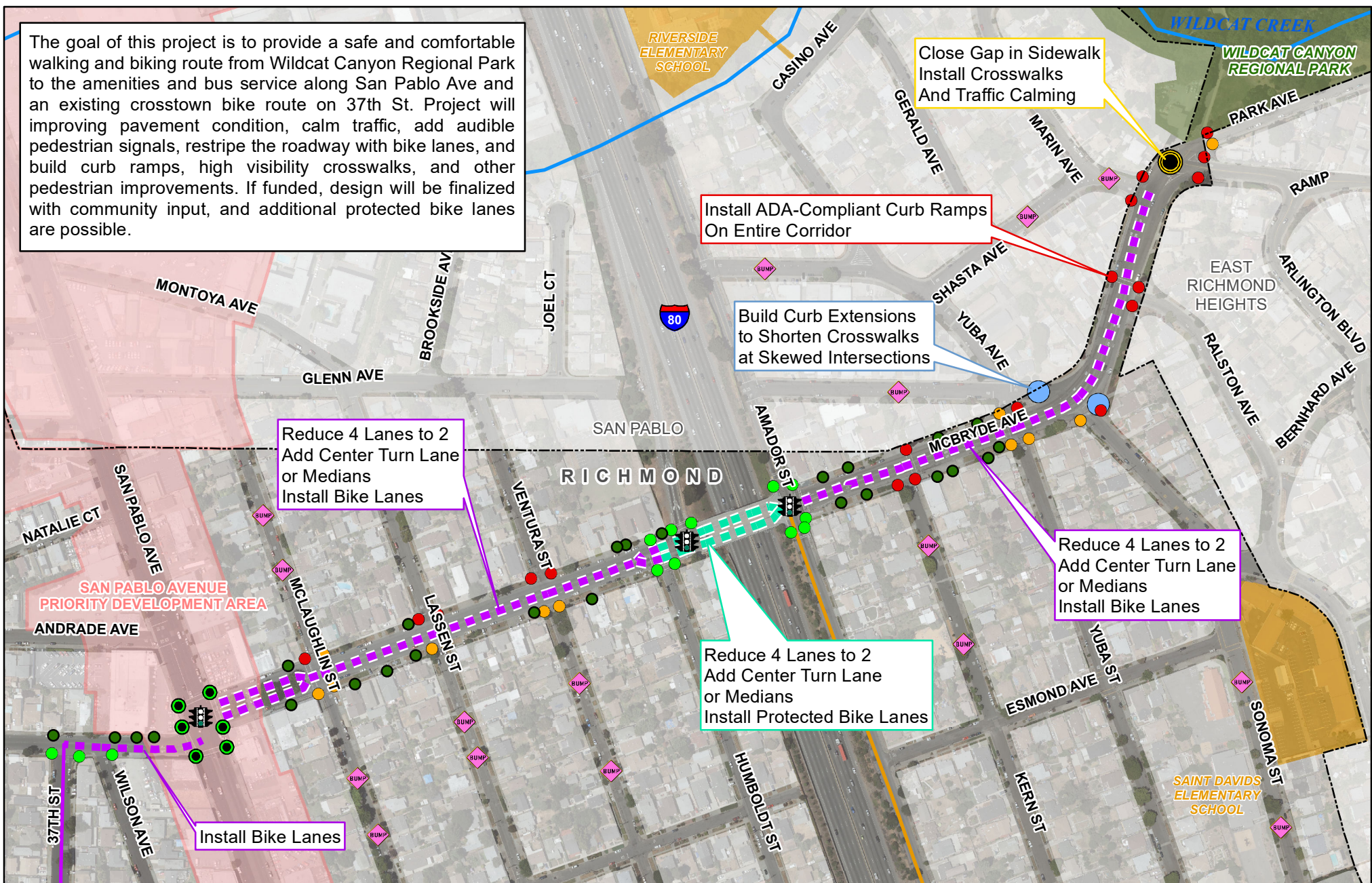
McBryde Ave Safe-Routes-To-Parks Project Context



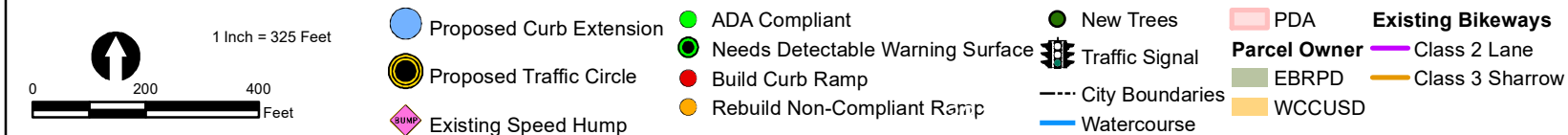
- | | | |
|---------------------------|---------------------|--------------------------|
| Equity Priority Community | City Boundaries | Existing Bikeways |
| Priority Development Area | Watercourse | Class 1 Path |
| Transit-Rich Outside HRA | BART Track | Class 2 Lane |
| Parks/Public Areas | AC Transit Bus Line | Class 3 Sharrow |
| | Proposed Bikeways | Class 3 Boulevard |



The goal of this project is to provide a safe and comfortable walking and biking route from Wildcat Canyon Regional Park to the amenities and bus service along San Pablo Ave and an existing crosstown bike route on 37th St. Project will improving pavement condition, calm traffic, add audible pedestrian signals, restripe the roadway with bike lanes, and build curb ramps, high visibility crosswalks, and other pedestrian improvements. If funded, design will be finalized with community input, and additional protected bike lanes are possible.



McBryde Ave Safe-Routes-To-Parks Project Concept





AGENDA REPORT

Finance Department

DATE:	March 11, 2025
TO:	Mayor Martinez and Members of the City Council
FROM:	Shasa Curl, City Manager Nickie Mastay, Deputy City Manager, Internal Services LaShonda White, Deputy City Manager, Community Services Andrea Miller, Director of Finance Mubeen Qader, Deputy Director of Finance Jerry Gurule, Accounting Manager
SUBJECT:	Fiscal Year (FY) 2023-24 Audited Unspent Funds
FINANCIAL IMPACT:	Appropriate General Fund FY 2023-24 audited unspent funds of \$5,571,504 and Increase the General Fund loan commitment to Homekey Project by \$1,400,000 for total unspent funds of \$6,971,504.
PREVIOUS COUNCIL ACTION:	October 1, 2024, November 19, 2024, December 17, 2024, February 4, 2025, and March 4, 2025.
STATEMENT OF THE ISSUE:	City staff are presenting the Fiscal Year (FY) 2023-24 Audited Unspent Funds and recommending appropriations totaling \$6,971,504
RECOMMENDED ACTION:	DISCUSS and ADOPT resolutions to APPROPRIATE Fiscal Year 2023-24 audited unspent funds in the amount of \$5,571,504 and COMMITTING an additional \$1,400,000 to the Homekey Project loan, for total unspent funds of \$6,971,504 – Finance Department (Andrea Miller 510-620-6790/Mubeen Qader 510-412-2077/Jerry Gurule 510-620-6591).

DISCUSSION:

The Fiscal Year (FY) 2023-24 budget was adopted on June 20, 2023, and later revised during the mid-year budget review on March 5, 2024. Serving as a financial blueprint, the budget outlines projected revenues and planned expenditures for the fiscal year while aligning with City Council's priorities. During the budget development process, the City Council identified a set of high-priority expenditures to be funded if additional

revenue became available. On October 1, 2024, City staff presented estimated unspent funds of \$5,735,634, which the City Council appropriated to various programs and projects (Attachment 1 - Resolution No. 110-24).

On February 4, 2025, City staff presented the Annual Comprehensive Financial Report (ACFR) to the City Council for the Fiscal Year ending June 30, 2024 ([City-of-Richmond-ACFR-FY2024](#)). The ACFR includes the City of Richmond's basic financial statements, auditor's report, and key supplemental information, providing a comprehensive overview of the City's financial position and activities.

The City's General Fund cash reserve policy requires the City to maintain a minimum year-end contingency reserve balance of 21 percent (\$52.3 million) of next year's budgeted General Fund expenditures, including transfers out. As of June 30, 2024, the City's cash reserve, a component of the unassigned fund balance, is \$65.3 million or 26.2 percent.

The \$6.9 million in unspent funds is available after (1) calculating the difference between the 21 percent fund balance target and the 26 percent ending unassigned fund balance amount; (2) adjustments made for approved policies on Pension and Other Post-Employment Benefits (OPEB) contributions; and (3) appropriations approved by the City Council on November 19, 2024, and December 17, 2024 (Attachment 2).

Table 1 below details the appropriations approved by the City Council through December 2024.

Table 1: Appropriations approved by the City Council

Item	Amount
Operating Costs Appropriated during Q1 update - November 19, 2024	(334,464)
Library Renovation Project - November 19, 2024*	(4,100,000)
Legal Costs - Nevers, Palazzo, Packard, Wildermuth & Wynner, PC - December 17, 2024	(200,000)
Legal Costs - Bertrand, Fox, Elliot, Osman, & Wenzel - December 17, 2024	(200,000)
Legal Costs - Dave Aleshire - December 17, 2024	(154,626)
Total	(4,989,091)

* Adopted a resolution to appropriate \$4,100,000 from the General Fund to the General Capital Fund to the Revitalizing the Historic Main Library Project – Public Works.

Table 2 below summarizes the ACFR and audited unspent funds.

Table 2: Audited Amounts

Item	Audited Amount
FY 2023-24 Ending Unassigned Fund Balance (Reserve) (26%)	65,262,325
FY 2024-25 Policy Target Beginning Fund Balance (Reserve) (21%)	52,276,428
Reserve Above Policy Target	(12,985,897)
Unspent from FY 2023-24	(12,985,897)
Additional Contribution to OPEB @ 10% of Unspent Funds	512,651
Additional Contribution to Pension @ 10% of Unspent Funds	512,651
Additional Appropriations from 11/19/24 and 12/17/24 (See table 1 above)	4,989,091
Total Available Unspent Funds	(6,971,504)

Recommendations for Unspent Funds

Economists note that the tariff threats, federal government worker layoffs, and federal contractors' terminations are cooling the economy. Businesses find it hard to plan costs, delaying investments, and hiring. These uncertainties may impact the City's revenues negatively and also increase costs for existing services and projects.

In addition, prior year unspent funds are considered one-time funding and per the Government Finance Officers Association, the best practice is to appropriate one-time funds to one-time expenditures (i.e., non-recurring projects or programs). To help guide the City Council's discussion, City staff are recommending a commitment of funds or an appropriation that may include the following projects in the amount of \$5,971,504:

- Homekey Project - \$1.4 million (loan)
- Boorman Park Remediation - \$250,000
- Boorman Park Revitalization - \$400,000
- Booker T. Anderson Community Center (Phase III) - \$2.7 million
- Carlson Blvd Crosstown Connection (Phase II) - \$1.22 million

The remaining \$1 million was allocated to support immigration services per City Council direction during its March 4, 2025, City Council meeting.

Homekey Project

The City's Homekey project, which includes the acquisition of Motel 6 at 425 24th Street, to convert it into a 48-unit permanent supportive housing development serving the chronically homeless, has been identified as requiring additional funding. Currently, it is estimated that an additional \$3.4 million can be divided into two phases of the project: 1) rehabilitation (capital costs), and 2) operations. As such, \$1.4 million can be allocated to fund capital costs related to the conversion and rehabilitation of the former motel, which is anticipated to begin construction in April 2025. The remaining \$2 million needed can be spread over the first 7 years, from occupancy to support operating costs, including rent and capital reserves.

Table 3: Homekey Project Funding

	Current Budget/ Sources	Funding Shortfall	Total Budget	Unspent Funds
STATE HOMEKEY	14,512,660		14,512,660	
Capital (Development Costs)	12,093,460		12,093,460	
Operating (Capitalized Reserve)	2,419,200		2,419,200	
CITY OF RICHMOND	4,900,000	3,400,000	8,300,000	1,400,000
Capital	2,343,460	1,400,000	3,743,460	1,400,000
Operating	2,556,540	2,000,000	4,556,540	
CONTRA COSTA COUNTY	1,000,000		1,000,000	
Capital	1,000,000		1,000,000	
TOTAL COSTS	20,412,660	3,400,000	23,812,660	1,400,000

To move forward, City staff recommend committing an additional General Fund loan in the amount of \$1,400,000 to the Housing In-Lieu fund, to be repaid as fees are collected from new development, which requires amending resolution 63-23 and adopting the attached resolution reflecting the additional \$1.4 million loan (Attachment 3). The remaining \$2 million loan can be committed from the General Fund to the Housing In-Lieu fund in the coming months. The amended resolution increases the total General Fund loan amount to \$8.3 million.

Capital Improvement Project Funding Shortfalls

A list of Capital Improvement Projects (CIP) with funding shortfalls is provided as a draft (Attachment 4). Some projects have a funding shortfall due to increased costs from the original estimates, whereas other projects' funding shortfall is due to the expanded scope of work. The projects below are recommended for further funding from the FY 2023-24 unspent funds based on the ability of staff to move the projects forward within the current fiscal year, potential cost increases, the urgency of funding needed to complete the work and/or meet grant requirements, commitments to and input from residents, and inclusion of the projects in the City Council Goals and Objectives.

Table 4: Capital Improvement Projects Funding Shortfalls for Unspent Funds

Project	Total Shortfall	Unspent Funds
Boorman Park Site Remediation	250,000	250,000
Boorman Park Revitalization	400,000	400,000
Booker T. Anderson Community Center (Phase III)	2,700,000	2,700,000
Carlson Blvd Crosstown Connection (Phase II)	3,000,000	1,221,504
Total	6,350,000	4,571,504

Boorman Park Site Remediation – Project Summary

Originally constructed in 1976, Boorman Park was designed to serve the surrounding neighborhood. Before becoming a park, the site was home to a tile manufacturing business and is bound by industry to the north and a railroad corridor to the north and east.

Currently, the City of Richmond's design team worked with the park's neighbors, the Cortez-Stege Neighborhood Council, and members of three non-profit groups: the West County Regional Group of First5, Rising Juntos, and Healthy & Active Before Five to design the park. This park project aims to improve health and wellness for people of all ages and abilities, safety, beauty, and access to outdoor recreation.

The Park plan identifies berm removal to provide clear visibility to and throughout the site. The project will assess and remove soil contaminants in the park, ensuring it meets safety standards for the revitalization of the park. Construction rubble from the old tile facility requires disposal and clean-up. The site is currently being cleaned up through a Department of Toxic Substance Control (DTSC) permitted project. Funds are needed to support an anticipated cost increase in Q4 FY2024-25 due to the project's complexity in dealing with soil remediation.

Boorman Park Revitalization – Project Summary

The Richmond Parks Master Plan (2010) identifies a major renovation and master planning effort to revitalize the park. Boorman Park serves multiple user groups: it currently includes a children's play area, grassy lawns for informal sports and play, and basketball courts. The park accommodates senior and teen activities and provides space for passive recreation, socializing, and group gatherings.

The City of Richmond worked with First5, Rising Juntos, and Healthy & Active Before Five in a series of five public meetings to prepare a schematic design for the park that reflected the neighborhood's wants and needs. The design was submitted for a grant, and in 2020, the City of Richmond was awarded the very competitive Proposition 68 grant funds for the Revitalization of Boorman Park.

The project will create a new recreation area with a trail, skate park, sports facilities, play areas, and community space. It emphasizes sustainability through green infrastructure, low-water landscaping, and recycled materials.

Funds support projected bid alternate costs, which include resilient surfacing, a concrete-paved pathway, a chain-link fence around the grass field, and mile marks on the pathway.

Booker T. Anderson Community Center (Phase III) – Project Summary

The project aims to significantly enhance the aesthetic appeal, exterior integrity, and resident experience of the Booker T. Anderson (BTA) complex. The next phase of BTA includes outer work focusing on critical exterior improvements, including roof and gutter replacement, complete exterior building repainting, and a transformative exterior courtyard renovation with new fencing.

Carlson Blvd. Crosstown Connection (Phase II) – Project Summary

This project intends to complete Carlson Blvd Crosstown Connection Improvements Project from Broadway to Tehama Ave by installing bicycle lanes, pedestrian ramp facilities, bus shelter connections for future make-ready installation, asphalt paving, sidewalk and root repairs, signing and striping, and streetlight study. Broadway to Tehama will feature a Class II bike lane, and Class IV bike lanes where feasible. This corridor will be upgraded to enhance safety and improve traffic flow along Carlson Boulevard. The new bikeway will connect existing bike lanes on Carlson Boulevard at San Pablo Avenue in El Cerrito north to Broadway, near Richmond Civic Center.

The original scope of work did not include the funds needed to address the paving needs for the corridor. The cost consists of the associated increase in design, construction management, and adherence to the 1.5 percent public art ordinance allocation requirement

Carlson Blvd. Crosstown Connection (Phase III) – Future Funding

This project is currently in the planning phase from Broadway through San Jose Ave (the City Limit). It will include traffic signal upgrades and safety enhancements.

Summary of the Staff Report

A summary of the potential FY 2023-24 unspent funds is as follows:

Table 5: Summary of Unspent Appropriations/Commitments

Item	Action	Amount
Immigration Services (City Council Action March 4, 2025)	Appropriate	1,000,000
Project Homekey Loan	Commitment	1,400,000
Capital Projects	Appropriate	4,571,504
Total		6,971,504

Next Steps

Staff recommend the City Council appropriate remaining unspent funds for immigration services, Capital Projects, and an additional loan amount for the Homekey project.

DOCUMENTS ATTACHED:

- Attachment 1 – Resolution 110-24
- Attachment 2 – Appropriations approved by the City Council
- Attachment 3 – Homekey resolution
- Attachment 4 – CIP project Budget shortfalls
- Attachment 5 – Unspent funds resolution

RESOLUTION NO. 110-24

A RESOLUTION OF THE COUNCIL OF THE CITY OF RICHMOND, CALIFORNIA,
ADOPT A RESOLUTION TO APPROPRIATE FUNDS IN FISCAL YEAR 2024-25

WHEREAS, pursuant to Section 1(b) of Article IV of the Richmond City Charter the City Manager is required to prepare an annual budget for the review and approval by the City Council; and

WHEREAS, the City’s budget was originally adopted on June 20, 2023, and the revised Mid-Year Budget was adopted on March 5, 2024; and

WHEREAS, the City experienced better than expected revenue and savings in the expenditures resulting in General Fund unspent funds of \$5,735,634; and

WHEREAS, the City Council identified the list of high-priority expenditures during the FY 2024-25 Budget Development process; and

WHEREAS, General Fund unspent funds were identified as sources to fund these expenditures; and

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Richmond, California hereby adopts the resolution to appropriate General Fund funds as follows:

Fund	FY 2024-25
General Fund – LEAP Graduation	5,000
General Fund – Mobile Vendor Program	500,000
General Fund – Festivals \$13k (\$3k El Sobrante Stroll, \$2k El Sobrante Pride, \$8k Other Festivals)	13,000
General Fund – Unhoused Intervention (Transfer Out)	1,000,000
General Fund – Gun Violence Reduction Initiative	50,000
General Fund – Fire Apparatus (Vehicle Replacement)	1,300,000
General Fund – Transfers Out to General Capital	2,867,634
Total	5,735,634
General Capital Fund – Transfers In	(2,867,634)
General Capital Fund – Boorman Park	1,900,000
General Capital Fund – Built Environment Needs Assessment	500,000
General Capital Fund – Canal Boulevard Gates	100,000
General Capital Fund – Main Library Renovation Project	367,634
Total	-
Planning & Building Fund – Unhoused Intervention (Transfer in)	(1,000,000)
Planning & Building Fund – Unhoused Intervention	1,000,000
Total	-
Equipment Replacement Fund – Charge for Service	(1,300,000)
Equipment Replacement Fund – Vehicle Replacement	1,300,000
Total	-

I certify that the foregoing resolution was passed and adopted by the Council of the City of Richmond at a regular meeting thereof held October 1, 2024, by the following vote:

AYES: Councilmembers Bana, McLaughlin, Robinson, Willis, Zepeda,
Vice Mayor Jimenez, and Mayor Martinez.

NOES: None.

ABSTENTIONS: None.

ABSENT: None.

PAMELA CHRISTIAN
CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:

EDUARDO MARTINEZ
Mayor

Approved as to form:

DAVE ALESHIRE
City Attorney

State of California }
County of Contra Costa : ss.
City of Richmond }

I certify that the foregoing is a true copy of **Resolution No. 110-24**, finally passed and adopted by the Council of the City of Richmond at a regular meeting held on October 1, 2024.


Pamela Christian, Clerk of the City of Richmond

Item	Amount
Operating Costs Appropriated during Q1 update - November 19, 2024	(334,464)
Library Renovation Project - November 19, 2024	(4,100,000)
Legal Costs - Nevers, Palazzo, Packard, Wildermuth & Wynner, PC - December 17, 2024	(200,000)
Legal Costs - Bertrand, Fox, Elliot, Osman, & Wenzel - December 17, 2024	(200,000)
Legal Costs - Dave Aleshire - December 17, 2024	(154,626)
Total	(4,989,091)

RESOLUTION NO. _____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF RICHMOND
AUTHORIZING A LOAN FROM THE CITY GENERAL FUND TO THE CITY
AFFORDABLE HOUSING FUND, AND THE PROVISION OF A LOAN TO
PROVIDE OPERATING AND CAPITAL SUBSIDIES FOR A HOMEKEY
PROGRAM PROJECT**

WHEREAS, the Department of Housing and Community Development (“**HCD**”) issued a Notice of Funding Availability for the Homekey Program (“**Homekey**”) pursuant to Health and Safety Code section 50675 *et seq.*; and

WHEREAS, in response to an application jointly submitted by the City and 425 Civic Center LP, a California limited partnership (“**Developer**”), HCD awarded \$14,512,660 in Homekey funds to support the acquisition, rehabilitation, and operation of a permanent supportive housing project at 425 24th Street (the “**Property**”) consisting of 48 units for people experiencing homelessness or at-risk of homelessness and one manager’s unit (the “**Project**”); and

WHEREAS, the City Council previously authorized the provision of funding for the Project in the amount of \$4,900,000 (“**Original City Funding**”), including capital funding and an operating subsidy; and

WHEREAS, the provision of an operating and a capital loan for the Project are allowable uses of inclusionary housing and affordable housing linkage fees collected by the City and deposited into City’s Affordable Housing Fund established pursuant to Richmond Municipal Code Section 15.04.603.130 (the “**Affordable Housing Fund**”); and

WHEREAS, at present the Affordable Housing Fund lacks sufficient resources to fund the Original City Funding; and

WHEREAS, the City Council previously authorized a loan from the City’s general fund to the Affordable Housing Fund in order to provide the total Original City Funding for the Project; and

WHEREAS, available funds in the Affordable Housing Fund will be used first and the general fund will loan the Affordable Housing Fund the delta amount needed to fund the Original City Funding; and

WHEREAS, additional funds are needed for rehabilitation and operation of the Project; and

Attachment 3 – Homekey resolution

WHEREAS, at present the Affordable Housing Fund lacks sufficient resources to provide the additional subsidies needed for the Project; and

WHEREAS, the City Council previously authorized a waiver of Transient Occupancy Taxes and late fees in the approximate amount of \$177,185 owed by the seller of the Property (the “**Seller**”) accrued as of the originally anticipated date of closing for the City’s acquisition of the Property; and

WHEREAS, the closing for the City’s acquisition of the Property has been delayed, and the Seller has agreed to extend the closing date provided that the City agrees to authorize a waiver of Transient Occupancy Taxes and late fees accrued through the new closing date and reimbursement of sewer lateral charges incurred by the Seller.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE RICHMOND CITY COUNCIL, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, THAT:

1. The City general fund (“**General Fund**”) will provide an interfund loan of One Million, Four Hundred Thousand (\$1,400,000) in FY 24/25 and an additional Two Million (\$2,000,000) in future commitment based on occupancy, currently anticipated to occur in April 2026 for a total amount of up to Three Million, Four Hundred Thousand Dollars (\$3,400,000) (the “**Interfund Loan**”) to the Affordable Housing Fund in order to make funds available to finance the additional operating and capital subsidies for the Project.
2. As the Affordable Housing Fund receives deposits of inclusionary housing and affordable housing linkage fees, the Interfund Loan will be repaid via interfund transfers from the Affordable Housing Fund to the General Fund until the Interfund Loan is paid in full and the General Fund is restored.
3. The City will use the proceeds of the Interfund Loan to provide an additional loan to Developer in the amount of Three Million, Four Hundred Thousand Dollars (\$3,400,000) to the already committed amount of Four Million, Nine hundred Thousand Dollars (\$4,900,000) to provide a capital and operating subsidy for the Project totaling \$8,300,000.
4. The City Manager is hereby authorized to execute and implement amendments to the Purchase and Sale Agreement for the City’s acquisition of the Property to provide for (a) the City’s waiver of Transient Occupancy Taxes and late fees in the amount accrued through the closing date for the City’s acquisition of the Property, and (b) reimbursement to the Seller of sewer lateral charges in the amount of \$19,215.22.
5. The City Manager is hereby authorized and directed to take all such actions and to execute, acknowledge, deliver, and record such instruments, including without limitation, a Loan Agreement and a Regulatory Agreement as the City Manager may deem necessary or appropriate in order to carry out and perform the purposes and intent of this Resolution.

Attachment 3 – Homekey resolution

I certify that the foregoing resolution was passed and adopted by the Council of the City of Richmond at a meeting thereof held on _____, 2025, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Chairperson

[SEAL]

ATTEST:

Secretary

Approved as to form:

City Attorney

DRAFT; Order to be determined by the City Council at subsequent study session.

Project	Project Number	Project	Phase	Project Construction Completion	Grant Funded	Budget Priority	Strategic Goals and Objectives	City Council Project Criteria	Total Approved Project Funding
1	23030	Boorman Park Site Remediation	Construction *	June 2025	Yes	A	3	LC, FO, HS, QL	7,400,643
2	23006	Boorman Park Revitalization	Bid/Award *	March 2026	Yes	A	3	LC, FO, HS, QL	7,165,000
3	23061	Booker T. Anderson Community Center Phase III	Design	December 2026	No	A	3	HF, HS, QL	321,606
4	New	Martin Luther King Jr. Community Center	Planning	Funding Dependent	Yes	A	3	HF, HS, QL	527,703
5	23033	Carlson Blvd Crosstown Connection Phase II	Design	December 2026	No	A	4	HS, QL	4,134,927
6	New	Carlson Blvd Crosstown Connection Phase III	Planning	Funding Dependent	No	A	4	HS, QL	-
7	New	Parchester Area Infrastructure Plan	Planning	Funding Dependent	No	A	3	HS, QL	-
8	16G11 16G12	Complete Streets Project (Harbour Way South)/Richmond Wellness Trail Phase II	Design	May 2027	Yes	A	3	FO, HS, QL	14,740,655
9	05G01	Fire Station 66 Restroom > Fire Station 66 Rebuild/Rehab	Planning - Needs Assessment	Funding Dependent	No	A	3	HF, HS	777,052
10	05C01	Fire Station 63 Geotech Study & Maintenance > Fire Station 63 Improvements	Planning - Needs Assessment	Funding Dependent	No	A	3	HF, HS	300,000
11	New	Nicholl Park Renovation	Planning - Needs Assessment	Funding Dependent	Yes	A	3	FO, HS, QL	-
12	23052	Corp Yard Fence - Crime Prevention Through Environmental Design (CPTED)	Design	Funding Dependent	No	A	5	HF, HS	37,500
13	23050	Dornan Tunnel Lighting	Design	Funding Dependent	No	A	4	HS, QL	60,000
14	23042	Barrett Ave Road Improvements	Design	September 2026	Yes	A	4	FO, HS, QL	1,721,880
15	23039	McBryde Safe Routes to Parks	Design	June 2027	Yes	A	4	FO, HS, QL	1,288,000
16	23040	Bayview to BART	Design	June 2027	Yes	A	4	FO, HS, QL	1,944,702
17	23060	Downtown Point Richmond Bicycle Connectivity	Design	Funding Dependent	Yes	A	4	FO, HS, QL	445,900
18	23012	Corp Yard Fuel Sites Upgrades	Design	Funding Dependent	No	A	6	LC, HS	179,211
***19	23004	Harbour 8 Park Expansion	Construction*	Funding Dependent	Yes	A	3	FO, HF, QL	8,800,000
20	01A14	Point Molate Bay Trail Beach Stabilization	Design	Funding Dependent	Yes	B	3	FO, HS, QL	500,000
21	16G16	E-Bike Lending Library	Design	Funding Dependent	Yes	C	3	FO, HF, QL	1,088,013
Total									51,432,791

Type of Shortfall		Present Value
Increase Cost from the Original Scope	Increase Cost Due to Added Scope or Funding Future Phase	Estimated Total Shortfall
250,000		250,000
400,000		400,000
	2,700,000	2,700,000
	50,000,000	50,000,000
	3,000,000	3,000,000
	3,200,000	3,200,000
	10,400,000	10,400,000
2,200,000	6,000,000	8,200,000
	13,000,000	13,000,000
	5,250,000	5,250,000
	20,000,000	20,000,000
400,000		400,000
	500,000	500,000
	2,500,000	2,500,000
	1,200,000	1,200,000
	300,000	300,000
1,000,000		1,000,000
	1,500,000	1,500,000
	3,000,000	3,000,000
2,000,000		2,000,000
1,310,000		1,310,000
7,560,000	122,550,000	130,110,000

Present Value Estimated Shortfall **					
FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30
250,000					
400,000					
	400,000	2,300,000			
		25,000,000	25,000,000		
	3,000,000				
	900,000	2,300,000			
	400,000	1,000,000	3,000,000	3,000,000	3,000,000
	8,200,000				
	200,000	900,000	11,900,000		
	100,000	350,000	4,800,000		
	400,000	2,000,000	17,600,000		
	400,000				
		500,000			
		2,500,000			
		1,200,000			
		300,000			
		1,000,000			
		1,500,000			
1,000,000	2,000,000				
2,000,000					
	1,310,000				
3,650,000	17,310,000	40,850,000	62,300,000	3,000,000	3,000,000

Notes:

* Even after a project goes through the bid/award process and construction begins, budgetary concerns can still significantly impact its trajectory due to market volatility in bids, estimating, unforeseen site conditions, delays and regulatory issues.

** Please note that the timeline for implementation of these projects is contingent on project feasibility, staff capacity, and funding availability.

*** MOU needed

City Council Proposed Project Criteria

LC = Legal Compliance
FO = Funding Obligation
HF = Housing/Facility
HS = Health and Safety
QL = Quality of Life
(Per March 5, 2024 Council Meeting)

Budget Priority Levels

A - Mandatory: Legal/Regulatory Obligation, Safety, Ongoing
B - Necessary: Relies on outside agencies for funding.
C - Desirable: Enhance the appearance of City Facilities.

Strategic Goals

1. Improve Quantity and Quality of Housing, Especially Low-Income Housing and Reduce Homelessness
2. Increase Revenue and Improve Economic Development
3. Improve the Quality of Life and Community Health/Improve Social Determinants of Health
4. Improve Public Safety
5. Strengthen the City's Internal Infrastructure and Processes
6. Address Shoreline Issues and Ecological Sustainability

RESOLUTION NO. _____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF RICHMOND, CALIFORNIA,
TO APPROPRIATE IMPACT FEES FUNDS TO CAPITAL IMPROVEMENT
PROJECTS IN FY 2024-25 AND APPROPRIATE REMAINING GENERAL FUND FY
2023-24 UNSPENT FUNDS TO CAPITAL IMPROVEMENT PROJECTS**

WHEREAS, pursuant to Section 1(b) of Article IV of the Richmond City Charter the City Manager is required to prepare an annual budget for the review and approval by the City Council; and

WHEREAS, the City's Audited financials for Fiscal Year 2023-24 reported an unassigned fund balance of Sixty-Five Million, Two Hundred Sixty-Two Thousand, Three Hundred Twenty-Five Dollars (\$65,262,325); and

WHEREAS, the General Fund unspent funds are available for Council goals and priorities; and

WHEREAS, the City Council previously authorized a loan from the City's General Fund to the Affordable Housing Fund in order to make the Original City Funding available for the Homekey Program (the "Project"); and

WHEREAS, at present the Affordable Housing Fund lacks sufficient resources to provide the additional subsidies needed for the Project; and

WHEREAS, the City General Fund will provide a commitment of One Million, Four Hundred Thousand Dollars (\$1,400,000) in FY2024-25 and Two Million Dollars (\$2,000,000) in future years to increase the interfund loan in the amount of Three Million, Four Hundred Thousand Dollars (\$3,400,000) to the Affordable Housing Fund in order to make funds available to finance operating and capital subsidies for the Project; and

WHEREAS, the City Council reviewed the list of capital improvement projects with a projected funding shortfall in FY 2024-25, totaling One Hundred Thirty Million, One Hundred Ten Thousand Dollars (\$130,110,000); and

WHEREAS, General Fund unspent funds were identified as sources to fund estimated capital projects shortfall in the amount of Four Million, Five Hundred Seventy-One Thousand, and Five Hundred and Four Dollars (\$4,571,504); and

**NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE
RICHMOND CITY COUNCIL, COUNTY OF CONTRA COSTA, STATE OF
CALIFORNIA, THAT:**

1. The City Council hereby Commits FY2023-24 Unspent General Fund to Homekey Project in the amount of One Million, Four Hundred Thousand Dollars (\$1,400,000) to the Affordable Housing Fund in FY24-25 to provide an interfund loan.

Attachment 5 – Unspent Funds Resolution

2. The City Council approves in future years, Two Million Dollars (\$2,000,000) to the affordable Housing Fund after annual operating cost appropriations are better known for a Loan amount up to Eight Million, Three Hundred Thousand Dollars (\$8,300,000).
3. The City Council hereby appropriates Unspent Funds in the amount of Five Million, Five Hundred Seventy-One Thousand, and Five Hundred and Four Dollars (\$5,571,504) as follows:

General Fund Appropriations

Fund	FY 2024-25
General Fund - Transfers Out to General Capital	4,571,504
General Fund – Immigration Services (Council Direction on March 4, 2025)	1,000,000
Total	5,571,504
Fund	FY 2024-25
General Capital Fund - Transfers In	(4,571,504)
General Capital Fund – Booker T. Anderson Community Center Phase III	2,700,000
General Capital Fund – Boorman Park Remediation	250,000
General Capital Fund – Boorman Park Revitalization	400,000
General Capital Fund – Carlson Blvd Crosstown Connection Phase II	1,221,504
Total	-

General Fund Commitment

Fund	FY 2024-25
General Fund – Commitment to Homekey Project	1,400,000
Total	1,400,000

I certify that the foregoing resolution was passed and adopted by the City Council of the City of Richmond at a regular meeting thereof held March 11, 2025, by the following vote:

AYES:

Attachment 5 – Unspent Funds Resolution

NOES:

ABSTENTIONS:

ABSENT:

City Clerk of the City of Richmond

(SEAL)

Approved:

Mayor

Approved as to form:

City Attorney



City Attorney's Office

AGENDA REPORT

DATE:	March 11, 2025
TO:	Mayor Martinez and Members of the City Council
FROM:	City Attorney, Dave Aleshire
Subject:	Extension of Interim Urgency Ordinance for a Moratorium on Parklets within City Limits
FINANCIAL IMPACT:	No fiscal impact.
PREVIOUS COUNCIL ACTION:	On January 7, 2025, the City Council voted to request that the City Attorney draft a temporary moratorium on parklets to address various concerns. On January 28, 2025, the City Council passed an Interim Urgency Ordinance implementing a 45-day moratorium on parklets.
STATEMENT OF THE ISSUE:	Parklet structures created without careful planning can result in immediate threats to public health, safety, or welfare because they encroach upon the public right-of-way, including roadways, which may undermine traffic safety, create nuisances of various kinds, and impact local aesthetics. Prior City parklet regulations and procedures have been controversial and inadequate.
RECOMMENDED ACTION:	ADOPT an Interim Urgency Ordinance regarding parklets, establishing a 10-month and 15-day moratorium on the establishment of new parklets, expansion of existing parklets, or the extension of the term of existing parklets within City limits to allow for the City's review and adoption of permanent zoning regulations for such uses to ensure public health, safety, and welfare.

DISCUSSION:

The City of Richmond's current processes for receiving and reviewing applications for the installation of parklets is inadequate to protect the public health, safety and welfare, and to retain or enhance the aesthetics of areas where parklets might be developed. This Urgency Ordinance extending the current 45-day moratorium on parklets, including the establishment of new parklets and the expansion or the extension of the term of any currently permitted parklet for an additional 10 months and 15 days, is needed to provide City staff the time necessary to conduct a thorough review of the beneficial uses and appropriate location, design and construction of parklets, as well as other factors necessary to ensure the public's health, safety and welfare such as (i) requirements for management and oversight, and inspection and review to ensure compliance with the Americans with Disabilities Act and other State and federal laws, (ii) procedures for fire safety, and (iii) procedures for responding to community concerns, as well as other requirements necessary to protect public health, safety and welfare and to prevent nuisances (Attachment 1). The City recognizes that several other cities in the regional have developed effective parklet ordinances and wishes to examine how these ordinances operate.

"Parklet" is broadly described on the City's website as a "removeable platform made available to the public for recreational use that occupies a portion of a parking lane that is closed to motor vehicle parking." The current procedure to obtain a parklet permit from the City entails completing a simple Parklet Application consisting of five basic questions pertaining to the applicant's name, Parklet location, current permit status, whether the applicant has received a notice of violation from any state or local authority, the name of the property owner and signatures, along with a simple site map reflecting the area impacted, and two photographs. It requires no indication of type of use, hours of operation, manner in which the owner will monitor the use, aesthetic impacts to the local commercial area, impacts on how potential complaints from local businesses or residents will be tracked or handled, what the potential impacts to vehicle or pedestrian traffic may be, or any other nuisances or detrimental impacts to public health, safety and welfare. Although it requires "letter(s)" of community support, it does not specify the level of support needed or the process for managing community concerns once the parklet is established. Finally, enforcement procedures have been cumbersome.

This current process is inadequate to ensure the protection of public health, safety and welfare.

DOCUMENTS ATTACHED:

Attachment 1 – Urgency Ordinance (proposed)

Attachment 2 – 45-Day Initial Extension

ORDINANCE NO. 2025-_____

**AN INTERIM URGENCY ORDINANCE OF THE CITY OF RICHMOND, CALIFORNIA,
ENACTED PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858
ESTABLISHING A 10-MONTH AND 15-DAY MORATORIUM ON THE
ESTABLISHMENT, EXPANSION OR TERM EXTENSION OF PARKLETS WITHIN
CITY LIMITS DURING THE PENDENCY OF THE CITY'S REVIEW AND ADOPTION
OF PERMANENT ZONING REGULATIONS FOR SUCH USES**

WHEREAS, the City of Richmond ("City") has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the City pursuant to its Charter and California Constitution Article XI, section 7; and

WHEREAS, the City has a compelling interest in protecting the public health, safety, and welfare of its citizens, residents, visitors and businesses, and in preserving the peace and quiet of the neighborhoods within the City, as well as mitigating impacts to or enhancing the aesthetics of City streets, by regulating the establishment and expansion of parklets (as defined in this Urgency Ordinance below) within City limits; and

WHEREAS, the City is responsible for adopting and implementing land use regulations within its boundaries; and

WHEREAS, Richmond Municipal Code ("RMC") section 14.46.090 regulates parklet approvals and installations by requiring a parklet permit from the City's Transportation Services Department, an encroachment permit from the City Engineer or designee, as well as the receipt of a final inspection and installation approval from the City's Engineering department; and

WHEREAS, the City has no other development standards or regulations applicable to the installation or use of parklets and both the conflict in regulatory standards along with enforcement issues with existing installations point to the need for review of the existing enforcement regime; and

WHEREAS, the City's permissive policy towards parklets could result in a proliferation or oversaturation of said uses within the City; and

WHEREAS, the proliferation of parklets throughout the City without due consideration presents an immediate threat to public health, safety, or welfare because parklets allow encroachments into public rights-of-way, including roadways, which may undermine traffic safety, create nuisances, increase the risk of fires and parklet user safety, decrease parking in already congested commercial areas thereby creating increased vehicular traffic, reduce driver visibility thereby compromising driver and pedestrian safety, violate provisions of the American with Disabilities Act, compromise nearby crosswalks, complicate intersections, and in some instances may violate other state laws; and

WHEREAS, absent clear regulation, the proliferation of parklets within the City poses a threat to the public peace, health, and safety, and may impact the aesthetics of City streets, and, unless the City takes regulatory action, the impacts described above are likely to occur; and

WHEREAS, the City desires to further regulate parklets to ensure that public roadways and public property remain free of public nuisances, safe and accessible for all users, and clear of conditions that pose threats to public health, safety, and welfare, to ensure that future development is undertaken in a manner consistent with the City's General Plan, and to ensure that any parklet developments or installations comply with State and City regulations that inure to the public's health, safety, and welfare, and do not detract from, but enhance the aesthetics of City streets and commercial area; and

WHEREAS, there is currently a pending application for a permit to establish or extend a parklet before a non-urgency ordinance would become effective; and

WHEREAS, Government Code Sections 36934, 36937 and 65858 expressly authorize the City Council to adopt an urgency ordinance for the immediate preservation of the public peace, health or safety and to prohibit a use that is in conflict with a contemplated General Plan, specific plan, or zoning proposal that the legislative body, planning commission or the planning department is considering or studying or intends to study within a reasonable time; and

WHEREAS, the City is aware of other cities in the area/region who have developed parklet ordinances and established successful attractive parklet districts which could be a good model for the City and City staff require time to study these ordinances and issues with our current regulations and develop more appropriate regulations for the installation of parklets consistent with State and federal law; and

WHEREAS, on March 11, 2025 the City Council conducted a public hearing pursuant to Government Code Section 65090(b) and 65094, concerning this Ordinance; and

WHEREAS, pursuant to the above-described express statutory authority and its police power, the City Council desires, on an urgency basis, to temporarily prohibit (1) the establishment of new parklets, the expansion of existing parklets, or extending the term of existing parklets, as well as (2) the acceptance of parklet permit applications for new or expanded parklets, or for the extension of the term for existing parklets, and (3) the processing of parklet permit applications for new or expanded Parklet permits, or for the extension of the term of existing parklet permit applications for parklets within the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RICHMOND, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS

The City Council finds and determines the recitals above are true and correct, and are hereby incorporated by reference. Additionally, based on the foregoing, both verbal and written testimony at the public hearing, including the staff report, exhibits, and any materials provided by members of the public, the City Council finds as follows:

A. This Urgency Ordinance is being adopted in order to allow the City time to thoroughly study and develop the City's laws, rules, procedures and fees related to the operation, expansion, extension and establishment of parklets within the City, to enable the City to adequately

and appropriately preserve the health, safety and welfare of the community in the City of Richmond.

B. For the purposes of this Urgency Ordinance, the term “parklet” shall encompass all removeable platforms made available to the public for recreational use that occupy a portion of a parking lane that is closed to motor vehicle parking.

C. The City finds that without the improvement of the regulatory framework to govern parklets, the adverse impacts frequently associated with parklets likely will occur, resulting in unregulated and significant negative impacts upon the public health, safety, and welfare of the community.

D. The City finds that the improvement of the parklet regulations includes the review of other cities’ parklet regulations.

E. The City finds that the adverse impacts from parklets include the following:

(1) The proliferation of parklets throughout the City without due consideration presents an immediate threat to public health, safety, or welfare because parklets encroachment into the public right-of-way including roadways, which may undermine traffic safety, create nuisances, decrease parking in already congested commercial areas thereby creating increased vehicular traffic; and

(2) The use of parklets tends to reduce driver visibility, compromise nearby crosswalks, and complicate intersections further impacting driver, pedestrian and parklet user safety; and

(3) Parklets may violate provisions of the American with Disabilities Act as well as State law.

(4) Parklets may pose a fire safety risk due to possible use of heaters or other outdoor cooking or food smoking activities.

(5) Parklets may post a public safety risk due to the consumption of alcohol near outdoor walkways adjacent to public streets and vehicular traffic.

(6) Parklets may negatively impact the aesthetics of City streets and commercial areas.

E. The City needs time to draft a proposed text amendment to the Zoning Code to preserve the health, safety and welfare of the community in the City of Richmond with respect to the installation or expansion of parklets to control for the risks stated above, as well as the possible creation of other nuisances.

SECTION 2. AUTHORITY AND EFFECT

The State Planning and Zoning Law (Cal. Gov’t Code Sections 65000, *et seq.*) broadly empowers the City to plan for and regulate the use of land in order to provide for orderly

development, the public health safety and welfare, and a balancing of property rights and the desires of the community and how its citizens envision their city.

SECTION 3. **MORATORIUM**

A. During the Effective Period of this Urgency Ordinance as specified below, no permit application shall be issued, accepted, or processed to establish a new parklet, expand an existing parklets, or extend the term of an existing parklet within the City. The foregoing shall explicitly prohibit the issuance of any zoning, land use, discretionary permit, building permit, environmental approval, business license or any other entitlement involving parklets, during the Effective Period.

B. Notwithstanding the foregoing, the fact that a business within the City of Richmond currently legally operates an existing parklet shall not constitute an obstacle to obtaining their annual City of Richmond business license. Additionally, permits may be issued for minor construction, rehabilitation and landscaping or other purposes not involving the expansion of the building area of an existing parklet. Any parklet currently under construction with a valid building permit on the effective date of this Urgency Ordinance shall be exempt from this Urgency Ordinance. However, the foregoing exemption shall not apply to a parklet illegally operating and out of compliance particularly with regard to time limitations.

SECTION 4. **STUDY AND DEVELOPMENT**

During the period of this Urgency Ordinance, the City shall study and develop as necessary City laws, rules, procedures and fees related to parklets, to enable the City to adequately and appropriately preserve the health, safety and welfare of the community in the City of Richmond. Pursuant to Government Code Section 65858 the Director of Public Works will issue a report for the legislative body on what has been accomplished during the renewal of the moratorium before it is extended.

SECTION 5. **URGENCY MEASURE**

It is hereby declared that this Urgency Ordinance is necessary as an urgency measure for the preservation of the public health, safety and welfare. The City Council finds that current zoning regulations and land use plans do not adequately regulate the establishment and operation of parklets and therefore do not adequately protect the peace, health, safety and general welfare of the residents of the City or in communities around the City. The City Council finds the urgency measure is necessary in order to ensure adequate regulation of installation and operation of parklets. The facts constituting the urgency are:

A. The City of Richmond does not currently have clear standards in the Richmond Municipal Code related specifically to the details of establishing, expanding, or extending parklets within the City, beyond requiring them to apply for parklet permits and encroachment permits.

B. The negative impacts frequently associated with parklets will likely increase as they continue to proliferate throughout the City, resulting in unregulated and potentially significant negative impact upon public health, safety, and welfare of the community.

C. To permit additional parklets within the City without being subject to specific regulations that are consistent with the General Plan, and that take into account the impacts that such installations have, constitutes a threat to the public's health, safety, and welfare. Parklets create a threat to public health, safety, or welfare because parklets encroachment into the public right-of-way including roadways, which may undermine traffic safety, create nuisances, decrease parking in already congested commercial areas thereby creating increased vehicular traffic.

D. Additionally, to permit additional parklets within the City without being subject to specific design and aesthetic guidelines may undermine the aesthetics of City streets and commercial areas.

E. As a part of developing new and more comprehensive regulations, it is necessary to look at parklet standards in other cities which have developed successful Parklet districts and this will take time and there should not be new installations in the interim. .

F. Absent the adoption of this Urgency Ordinance, the expansion, extension or installation of parklets would likely result in the negative and harmful secondary effects, as identified above, including, but not limited to, threats to public health, safety, or welfare due to the encroachment into the public right-of-way including roadways, which may undermine traffic safety, create nuisances, decrease parking in already congested commercial areas thereby creating increased vehicular traffic, as well as reduce driver visibility, compromise nearby crosswalks, complicate intersections further impacting driver, pedestrian and parklet user safety, violate State and federal law, and create fire safety issues.

G. As a result of the negative and harmful secondary effects associated with improperly regulated or unregulated parklets, the current and immediate threats to the public health, safety and welfare, it is necessary to adopt a temporary, ten (10) month and fifteen (15) day moratorium on the establishment of new parklets and the expansion or extensions of existing parklets.

H. A moratorium is immediately required to preserve the public health, safety and welfare, as well as the aesthetics of City streets and commercial areas and should be adopted immediately as an urgency ordinance, to make certain that the establishment, expansion or extensions of parklets is prohibited for the period of this Urgency Ordinance. Imposition of a moratorium will allow the City sufficient time to conclude the preparation of a comprehensive ordinance for the regulation of such activities.

SECTION 6. **SEVERABILITY**

The City Council hereby declares, if any provision, section, subsection, paragraph, sentence, phrase or word of this Urgency Ordinance is rendered or declared invalid or unconstitutional by any final action in a court of competent jurisdiction or by reason of any preemptive legislation, then the City Council would have independently adopted the remaining provisions, sections, subsections, paragraphs, sentences, phrases or words of this Urgency Ordinance and as such they shall remain in full force and effect.

SECTION 7. **CEQA COMPLIANCE**

Pursuant to Section 15001 of the California Environmental Quality Act ("CEQA") Guidelines, this Interim Urgency Ordinance is exempt from CEQA based on the following: (i) this Urgency Ordinance is not a project within the meaning of CEQA Section 15378 because it has no potential for resulting in physical change to the environment, either directly or indirectly and (ii) this Urgency Ordinance is also exempt pursuant to CEQA Section 15061(b)(3) since the proposed ordinance involves an Interim Urgency Ordinance establishing a 10-month and 15-day temporary moratorium on the expansion or installment of parklets and does not have the potential to significantly impact the environment.

SECTION 8. **EFFECTIVENESS OF ORDINANCE.**

This Urgency Ordinance shall take effect immediately upon its adoption by a 4/5 vote, pursuant to the authority conferred upon the City Council by Government Code Sections 36934, 36937, and 65858. This Urgency Ordinance shall be effective during the Effective Period which shall be from its adoption and shall be of no further force and effect ten (10) months and fifteen (15) days following the date of its adoption unless extended in accordance with the provisions set forth in Government Code Section 65858(b).

SECTION 9. **PUBLICATION**

The City Clerk shall certify as to the passage and adoption of this Interim Urgency Ordinance and shall cause the same to be published in a manner prescribed by law.

[SIGNATURES LOCATED ON THE FOLLOWING PAGE]

PASSED, APPROVED and ADOPTED as an URGENCY ORDINANCE this ____ day
of _____, 2025.

Eduardo Martinez, Mayor
City of Richmond, California

ATTEST:

Pamela Christian, City Clerk

APPROVED AS TO FORM:

David J. Aleshire, City Attorney

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA) ss.
CITY OF RICHMOND)

I, Pamela Christian, City Clerk, of the City of Richmond, California, do hereby certify that the foregoing Ordinance No. _____ was introduced, and adopted upon at a meeting of the City Council of the City of Bell, held on the ____ day of _____, 2025. Said Ordinance was duly passed, approved, and adopted by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Dated this ____ day of _____, 2025.

Pamela Christian, City Clerk

ORDINANCE NO. 05-25 N.S.

**AN INTERIM URGENCY ORDINANCE OF THE CITY OF RICHMOND,
CALIFORNIA, ENACTED PURSUANT TO CALIFORNIA GOVERNMENT CODE
SECTION 65858 ESTABLISHING A 45-DAY TEMPORARY MORATORIUM ON THE
ESTABLISHMENT, EXPANSION OR TERM EXTENSIONS OF PARKLETS WITHIN
CITY LIMITS DURING THE PENDENCY OF THE CITY’S REVIEW AND ADOPTION
OF PERMANENT ZONING REGULATIONS FOR SUCH USES**

WHEREAS, the City of Richmond (“City”) has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the City pursuant to its Charter and California Constitution Article XI, section 7; and

WHEREAS, the City has a compelling interest in protecting the public health, safety, and welfare of its citizens, residents, visitors and businesses, and in preserving the peace and quiet of the neighborhoods within the City by regulating the establishment and expansion of Parklets (as defined in this Urgency Ordinance below) within City limits; and

WHEREAS, the City is responsible for adopting and implementing land use regulations within its boundaries; and

WHEREAS, Richmond Municipal Code (“RMC”) section 14.46.090 regulates Parklet approvals and installations by requiring a Parklet permit from the City’s Transportation Services Department, an encroachment permit from the City Engineer or designee, as well as the receipt of a final inspection and installation approval from the City’s Engineering department; and

WHEREAS, the City has no other development standards or regulations applicable to the installation or use of Parklets; and

WHEREAS, the City’s permissive policy towards Parklets could result in a proliferation or oversaturation of said uses within the City; and

WHEREAS, the proliferation of Parklets throughout the City without due consideration presents an immediate threat to public health, safety, or welfare because Parklets allow encroachments into public right-of-way, including roadways, which may undermine traffic safety, create nuisances, increase the risk of fires and parklet user safety, decrease parking in already congested commercial areas thereby creating increased vehicular traffic, reduce driver visibility thereby compromising driver and pedestrian safety, violate provisions of the American with Disabilities Act, compromise nearby crosswalks, complicate intersections, and in some instances may violate other state laws; and

WHEREAS, Parklet structures encroaching on roadways and on-street parking provides little economic benefit to the City or City residents; and

WHEREAS, absent clear regulation, the proliferation of Parklets within the City poses a threat to the public peace, health, and safety, and, unless the City takes action to regulate the impacts described above are likely to occur; and

WHEREAS, the City desires to further regulate Parklets to ensure that public roadways and public property remain free of public nuisances, safe and accessible for all users, and clear of conditions that pose threats to public health, safety, and welfare, to ensure that future development is undertaken in a manner consistent with the City’s General Plan, and to ensure that any Parklet developments or installations comply with State and City regulations that inure to the public’s health, safety, and welfare; and

WHEREAS, there is currently a pending application for a Parklet permit to establish a new Parklet before a non-urgency ordinance would become effective; and

WHEREAS, Government Code Sections 36934, 36937 and 65858 expressly authorize the City Council to adopt an urgency ordinance for the immediate preservation of the public peace, health or safety and to prohibit a use that is in conflict with a contemplated general plan, specific

plan, or zoning proposal that the legislative body, planning commission or the planning department is considering or studying or intends to study within a reasonable time; and

WHEREAS, City staff require time to study and develop appropriate regulations for the installation of Parklets consistent with State and federal law; and

WHEREAS, pursuant to the above-described express statutory authority and its police power, the City Council desires, on an urgency basis, to temporarily prohibit (1) the establishment of new Parklets, the expansion of existing Parklets, or extending the term of existing Parklets, as well as (2) the acceptance of Parklet permit applications for new or expanded Parklets, or for the extension of the term for existing Parklets, and (3) the processing of Parklet permit applications for new or expanded Parklet permits, or for the extension of the term of existing Parklet permit applications for Parklets within the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RICHMOND, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS

The City Council finds and determines the recitals above are true and correct, and are hereby incorporated by reference. Additionally, based on the foregoing, both verbal and written testimony at the public hearing, including the staff report, exhibits, and any materials provided by members of the public, the City Council finds as follows:

A. This Urgency Ordinance is being adopted in order to allow the City time to thoroughly study and develop the City's laws, rules, procedures and fees related to the operation, expansion and establishment of Parklets within the City, to enable the City to adequately and appropriately preserve the health, safety and welfare of the community in the City of Richmond.

B. For the purposes of this Urgency Ordinance, the term "Parklet" shall encompass all removeable platforms made available to the public for recreational use that occupy a portion of a parking lane that is closed to motor vehicle parking.

C. The City finds that in the absence of a regulatory framework to govern Parklets, the adverse impacts frequently associated with Parklets likely will occur, resulting in unregulated and significant negative impacts upon the public health, safety, and welfare of the community.

D. The City finds that the adverse impacts from Parklets include the following:

(1) The proliferation of Parklets throughout the City without due consideration presents an immediate threat to public health, safety, or welfare because Parklets encroachment into the public right-of-way including roadways, which may undermine traffic safety, create nuisances, decrease parking in already congested commercial areas thereby creating increased vehicular traffic; and

(2) The use of Parklets tends to reduce driver visibility, compromise nearby crosswalks, and complicate intersections further impacting driver, pedestrian and Parklet user safety; and

(3) Parklets may violate provisions of the American with Disabilities Act as well as State law.

(4) Parklets may pose a fire safety risk due to possible use of heaters or other outdoor cooking or food smoking activities.

(5) Parklets may post a public safety risk due to the consumption of alcohol near outdoor walkways adjacent to public streets and vehicular traffic.

E. The City needs time to draft a proposed text amendment to the Zoning Code to preserve the health, safety and welfare of the community in the City of Richmond with respect to the installation or expansion of Parklets to control for the risks stated above, as well as the possible creation of other nuisances.

SECTION 2. **AUTHORITY AND EFFECT**

The State Planning and Zoning Law (Cal. Gov't Code Sections 65000, *et seq.*) broadly empowers the City to plan for and regulate the use of land in order to provide for orderly development, the public health safety and welfare, and a balancing of property rights and the desires of the community and how its citizens envision their city.

SECTION 3. **MORATORIUM**

A. During the Effective Period of this Urgency Ordinance as specified below, no permit application shall be issued, accepted, or processed to establish a new Parklet, expand an existing Parklets, or extend the term of an existing Parklet within the City. The foregoing shall explicitly prohibit the issuance of any zoning, land use, discretionary permit, building permit, environmental approval, business license or any other entitlement involving Parklets, during the Effective Period.

B. Notwithstanding the foregoing, the fact that a business within the City of Richmond currently operates an existing Parklet shall not constitute an obstacle to obtaining their annual City of Richmond business license. Additionally, permits may be issued for minor construction, rehabilitation and landscaping or other purposes not involving the expansion of the building area of an existing Parklet. Any Parklet currently under construction with a valid building permit on the effective date of this Urgency Ordinance shall be exempt from this Urgency Ordinance.

SECTION 4. **STUDY AND DEVELOPMENT**

During the period of this Urgency Ordinance, the City shall study and develop as necessary City laws, rules, procedures and fees related to Parklets, to enable the City to adequately and appropriately preserve the health, safety and welfare of the community in the City of Richmond. Pursuant to Government Code Section 65858 the Director of Public Works will issue a report for the legislative body on what has been accomplished during the renewal of the moratorium before it is extended.

SECTION 5. **URGENCY MEASURE**

It is hereby declared that this Urgency Ordinance is necessary as an urgency measure for the preservation of the public health, safety and welfare. The City Council finds that current zoning regulations and land use plans do not adequately regulate the establishment and operation of Parklets and therefore do not adequately protect the peace, health, safety and general welfare of the residents of the City or in communities around the City. The City Council finds the urgency measure is necessary in order to ensure adequate regulation of installation and operation of Parklets. The facts constituting the urgency are:

A. The City of Richmond does not currently have clear standards in the Richmond Municipal Code related specifically to the details of establishing or expanding Parklets within the City, beyond requiring them to apply for Parklet permits and encroachment permits.

B. The negative impacts frequently associated with Parklets will likely increase as they continue to proliferate throughout the City, resulting in unregulated and potentially significant negative impact upon public health, safety, and welfare of the community.

C. To permit the additional Parklets within the City without being subject to specific regulations that are consistent with the General Plan, and that take into account the impacts that such installations have, constitutes a threat to the public's health, safety, and welfare. Parklets create a threat to public health, safety, or welfare because Parklets encroachment into the public right-of-way including roadways, which may undermine traffic safety, create nuisances, decrease parking in already congested commercial areas thereby creating increased vehicular traffic.

D. New or expanded Parklets in the City with minimal regulations are likely to be sought within the City, which will further exacerbate the impacts of such installations.

E. Absent the adoption of this Urgency Ordinance, the expansion or installation of Parklets would likely result in the negative and harmful secondary effects, as identified above, including, but not limited to, threats to public health, safety, or welfare due to the encroachment

into the public right-of-way including roadways, which may undermine traffic safety, create nuisances, decrease parking in already congested commercial areas thereby creating increased vehicular traffic, as well as reduce driver visibility, compromise nearby crosswalks, complicate intersections further impacting driver, pedestrian and Parklet user safety, violate State and federal law, and create fire safety issues.

F. As a result of the negative and harmful secondary effects associated with improperly regulated or unregulated Parklets, the current and immediate threats to the public health, safety and welfare, it is necessary to adopt a temporary, forty-five (45) day moratorium on the establishment of new Parklets and the expansion of existing Parklets.

G. A moratorium is immediately required to preserve the public health, safety and welfare and should be adopted immediately as an urgency ordinance, to make certain that the establishment, expansion or extensions of Parklets is prohibited for the period of this Urgency Ordinance. Imposition of a moratorium will allow the City sufficient time to conclude the preparation of a comprehensive ordinance for the regulation of such activities.

SECTION 6. SEVERABILITY

The City Council hereby declares, if any provision, section, subsection, paragraph, sentence, phrase or word of this Urgency Ordinance is rendered or declared invalid or unconstitutional by any final action in a court of competent jurisdiction or by reason of any preemptive legislation, then the City Council would have independently adopted the remaining provisions, sections, subsections, paragraphs, sentences, phrases or words of this Urgency Ordinance and as such they shall remain in full force and effect.

SECTION 7. CEQA COMPLIANCE

Pursuant to Section 15001 of the California Environmental Quality Act ("CEQA") Guidelines, this Interim Urgency Ordinance is exempt from CEQA based on the following: (i) This Urgency Ordinance is not a project within the meaning of CEQA Section 15378 because it has no potential for resulting in physical change to the environment, either directly or indirectly and (ii) this Urgency Ordinance is also exempt pursuant to CEQA Section 15061(b)(3) since the proposed ordinance involves an Interim Urgency Ordinance establishing a 45-day temporary moratorium on the expansion or installment of Parklets and does not have the potential to significantly impact the environment.

SECTION 8. EFFECTIVENESS OF ORDINANCE.

This Urgency Ordinance shall take effect immediately upon its adoption by a 4/5 vote, pursuant to the authority conferred upon the City Council by Government Code Sections 36934, 36937, and 65858. This Urgency Ordinance shall be effective during the Effective Period which shall be from its adoption and shall be of no further force and effect forty-five (45) days following the date of its adoption unless extended in accordance with the provisions set forth in Government Code Section 65858(b).

SECTION 9. PUBLICATION

The City Clerk shall certify as to the passage and adoption of this Interim Urgency Ordinance and shall cause the same to be published in a manner prescribed by law.

I hereby certify that the foregoing Urgency Ordinance of the City Council of the City of Richmond was duly passed and adopted at a regular meeting thereof held January 28, 2025, by the following vote:

AYES: Councilmembers Bana, Brown, Jimenez, Robinson, Wilson,
Vice Mayor Zepeda, and Mayor Martinez.

NOES: None.

ABSTENTIONS: None.

ABSENT: None.

PAMELA CHRISTIAN
CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:

EDUARDO MARTINEZ
Mayor

Approved as to form:

DAVE ALESHIRE
City Attorney

State of California }
County of Contra Costa : ss.
City of Richmond }

I certify that the foregoing is a true copy of **Urgency Ordinance No. 05-25 N.S.**, passed and adopted by the City Council of the City of Richmond at a regular meeting held on January 28, 2025.

Pamela Christian, Clerk of the City of Richmond



City Attorney's Office

AGENDA REPORT

DATE:	March 11, 2025
TO:	Mayor Martinez and Members of the City Council
FROM:	Dave Aleshire, City Attorney Shannon L. Moore, Chief Assistant City Attorney Kimberly Y. Chin, Senior Assistant City Attorney Chris Dykzeul, Assistant City Attorney
Subject:	Adopt Sanctuary City Ordinance.
FINANCIAL IMPACT:	There is no immediate financial impact, but there is a risk of withdrawal, rescission, or loss of federal grant funds. Federal responses are evolving. Approximately \$62,278,429 in federal funding could be at risk.
PREVIOUS COUNCIL ACTION:	August 20, 1990 (Ordinance No. 29-90) June 5, 2018 (Ordinance No. 12-18)
STATEMENT OF THE ISSUE:	Adopt an ordinance limiting the use of City resources for federal immigration enforcement that is consistent with state and federal law.
RECOMMENDED ACTION:	INTRODUCE an ordinance (first reading) adding Chapter 2.30 entitled "Limitations on Use of City Resources for Federal Immigration Enforcement" to the Richmond Municipal Code – City Attorney's Office (Dave Aleshire/Shannon L. Moore/ Kimberly Y. Chin/Chris Dykzeul 510-620-6509.

DISCUSSION:

At the Council meeting on January 28, 2025, the Richmond City Council unanimously directed the City Attorney's Office to review the City of Richmond's current legislation protecting undocumented immigrants and to examine current activity at the federal, state and local levels and to provide recommendations on additional protections for undocumented immigrants in line with the State of California and other local communities (See Item N.2.a)

Consistent with Council's direction, the City Attorney's Office evaluated the City of Richmond's current sanctuary city protections and provided recommendations in ordinance form adding additional protections for undocumented immigrants that is consistent with state and federal law.

Background

The Richmond City Council adopted Ordinance No. 29-20 (Attachment 1) and Ordinance No. 12-18 (Attachment 2) which provide certain sanctuary city protections at the local level to the immigrant community.

Additionally, the State of California has named itself a "sanctuary state," following the passage of Senate Bill 54 in 2017. In 2019, the Ninth Circuit Court of Appeal rejected the first Trump administration's challenge to SB 54's limitations on local assistance with federal immigration enforcement efforts and underscored the right of state and local jurisdictions not to assist federal authorities, particularly when local resources are already scarce. *U.S. v. California*, 921 F.3d 865 (9th Cir. 2019). The following counties have passed legislation limiting assistance to federal immigration enforcement efforts: Alameda, Los Angeles, Monterey and San Francisco. A number of California cities have also passed similar legislation, including Alameda, Berkeley, Davis, Emeryville, Hayward, Oakland, Petaluma, San Jose, Santa Cruz, San Leandro and Santa Rosa.

In light of the current Trump administration's threats of mass deportations and its rescission of the long-standing federal policy restricting Immigration and Customs Enforcement ("ICE") and the potential of ICE arrests in sensitive areas such as schools, after-school programs, hospitals, community health centers, and places of worship, the City by its ordinance would reaffirm to the community its status as a Sanctuary City and bolster existing policies should ICE officials contact city officials or visit city offices to ask questions, collect information, or request assistance with arresting any undocumented or naturalized resident or visitor beyond what is legally required.

From reviewing various ordinances, sanctuary is fundamentally about public safety: the need for the community to feel safe. When all community members, documented or undocumented, are able to attend school and after-school programs, hospitals and health centers, and places of worship without the threat of deportation, a more connected thriving community results.

The City has an interest in ensuring that confidential information collected in the course of carrying out its municipal functions, including but not limited to public programs and criminal investigations, is not used for unintended purposes that could hamper collection of information vital to those functions. The City must be able to reliably collect confidential information from all residents. To solve crimes and protect the public, local law enforcement depends on the cooperation of all City residents. Information gathering and cooperation may be jeopardized if release of personal information results in a person being taken into immigration custody.

Assisting federal immigration endeavors also come at a cost to the City. Pursuant to Section 287.7 of Title 8 of the Code of Federal Regulations, the City is not reimbursed by the federal government for the costs associated with civil immigration detainers alone. The full cost of responding to a civil immigration detainer can include, but is not limited to, extended detention time, the administrative costs of tracking and responding to detainers, and the legal liability for erroneously holding an individual who is not subject to a civil immigration detainer. Compliance with civil immigration detainers and involvement in civil immigration enforcement diverts limited local resources from programs that are beneficial to the City. The Richmond Police Department has affirmed that its mission is to protect the safety of all people in the community irrespective of document status.

Finally, there are legal concerns with leveraging City resources for federal immigration endeavors. Given that civil immigration detainers are issued by immigration officers without judicial oversight, and the regulation authorizing civil immigration detainers provides no minimum standard of proof for their issuance, there are serious questions as to their constitutionality. Unlike criminal warrants, which must be supported by probable cause and issued by a neutral magistrate, there are no such requirements for the issuance of a civil immigration detainer. Several federal courts have ruled that because civil immigration detainers and other ICE “Notice of Action” documents are issued without probable cause of criminal conduct, they do not meet the Fourth Amendment requirements for state or local law enforcement officials to arrest and hold an individual in custody. *Miranda-Olivares v. Clackamas Co.*, No. 3:12-cv-02317-ST, 2014 WL 1414305 (D.Or. April 11, 2014) (finding that detention pursuant to an immigration detainer is a seizure that must comport with the Fourth Amendment); see also *Morales v. Chadbourne*, 996 F. Supp. 2d 19 (D.R.I 2014); *Villars v. Kubiowski*, No. 12-cv-4586, 2014 WL 1795631 (N.D. Ill. May 5, 2014).

Accordingly, the purpose of the proposed ordinance, adding Chapter 2.30, Limitations on Use of City Resources for Federal Immigration Enforcement, to Article II, Administration and City Government, within the City’s municipal code, is to foster respect and trust between the City, its programs, and law enforcement and residents, to protect limited local resources, to encourage cooperation between residents and City officials, including especially law enforcement and public health officers and employees, and to ensure community security and due process for all. The proposed ordinance is not intended to prohibit the City or its personnel from complying with state or federal law.

The current administration has stated they will act against those interfering with enforcement of federal immigration law and has threatened to withhold or condition federal funds from jurisdictions that limit assistance with federal immigration efforts. *E.g.*, Executive Order 14,159, Protecting the American People Against Invasion, 90 Fed. Reg. 8237. (Jan. 20, 2025). However, such efforts have been successfully challenged in the past, resulting in injunctions preventing the federal government and Department of Justice from withholding or conditioning those funds. *E.g.*, *City and County of San Francisco v. Garland*, 42 F.4th 1078 (9th Cir. 2022); *City and County of San Francisco v. Barr*, 965 F.3d 753 (9th Cir. 2020); *City of Los Angeles v. Barr*, 941 F.3d 931 (9th Cir. 2019). The legal status of the current efforts will be subject to judicial review. It will be the intent of the City of Richmond to follow all binding legal precedent.

DOCUMENTS ATTACHED:

Attachment 1 – Ordinance No. 29-90

Attachment 2 – Ordinance No. 12-18

Attachment 3 – Proposed Ordinance

ORDINANCE NO. 29-90 N.S.

AN ORDINANCE OF THE CITY OF RICHMOND, CALIFORNIA, ADOPTING CERTAIN POLICIES REGARDING THE REQUEST FOR INFORMATION, ASSISTANCE OR COOPERATION BY THE IMMIGRATION AND NATURALIZATION SERVICE OF THE UNITED STATES DEPARTMENT OF JUSTICE

WHEREAS, the Council of the City of Richmond desires to foster an atmosphere of trust and cooperation between the Richmond Police Department and all persons, regardless of immigration status, residing in the City of Richmond; and

WHEREAS, the creation of such trust and cooperation is important to law enforcement efforts in the City of Richmond in the war on drugs and criminal activity generally; and

WHEREAS, concerns have been raised that this positive environment may be compromised by certain actions engaged in by agents of the Immigration and Naturalization Service of the United States Department of Justice in the City of Richmond when aided by information or assistance provided by City of Richmond officers and employees; and

WHEREAS, the Council of the City of Richmond desires to respond to the community's concerns in an effective manner.

NOW, THEREFORE, the Council of the City of Richmond do ordain as follows:

Section 1. The Council of the City of Richmond hereby declares that it does not condone the detention of citizens and non-citizens by the Immigration and Naturalization Service based solely upon physical profiles or a lack of probable cause.

Section 2. In order to address the fears expressed by the immigrant and refugee community in the City of Richmond concerning Immigration and Naturalization Service activities in the City of Richmond while preserving the ability of the Richmond Police Department to utilize all available resources to fight criminal activity, the Council of the City of Richmond hereby adopts the following policy:

1. All officers and employees of the City of Richmond, while acting in their official capacities, who receive any oral or written request from the Immigration and Naturalization Service for information, cooperation or assistance shall refer

such request to the City Manager or the Chief of Police. The City Manager or the Chief of Police shall decide whether such information shall be given or whether such cooperation or assistance shall be provided to the Immigration and Naturalization Service. In exercising their discretion, the City Manager and the Chief of Police shall consider the possible disruption and inconvenience that may be experienced by the immigrant and refugee community in the City of Richmond and any requirements of any federal, state or local law or court decision. Nothing delineated in the foregoing policy shall be construed to prevent the City Manager or the Chief of Police from providing information, assistance or cooperation to the Immigration and Naturalization Service regarding the criminal violation of any federal, state or local law.

2. The City Manager and the Chief of Police shall report to the City Council regarding the activities of the Immigration and Naturalization Service within the City of Richmond as requested by the City Council or as the City Manager or Chief of Police may deem appropriate.

3. The City Manager shall distribute a copy of this policy to all current and new officers and employees of the City of Richmond and shall emphasize the importance of complying with this City Council policy.

Section 3. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the unconstitutionality or invalidity of any section, subsection, subdivision, paragraph, sentence, clause or phrase.

First read at a regular meeting of the Council of the City of Richmond, California, held August 13, 1990

and finally passed and adopted at a regular meeting thereof held August 20, 1990, by the following vote:

AYES: Councilmembers Niccolls, Corbin, Marquez, Ziesenhenné,
MacDiarmid, Griffin and Vice-Mayor McMillan

NOES: None

ABSENT: Councilmember Washington and Mayor Livingston

EULA M. BARNES
Clerk of the City of Richmond

Approved:

(SEAL)

GEORGE L. LIVINGSTON
Mayor

Approved as to form:

MALCOLM HUNTER
City Attorney

State of California)
County of Contra Costa : ss.
City of Richmond)

I certify that the foregoing is a true copy of Resolution No. 29-90 N.S. finally passed and adopted by the Council of the City of Richmond at a regular meeting held August 13, 1990, and published in accordance with law.

3 EULA M. BARNES
Clerk of the City of Richmond

By: *Dean Holmes*
Deputy City Clerk

ORDINANCE NO. 12-18 N.S

AN ORDINANCE OF THE COUNCIL OF THE CITY OF RICHMOND, CALIFORNIA, ADOPTING A SANCTUARY CITY CONTRACTING AND INVESTMENT POLICY

The City of Richmond does ordain as follows:

SECTION 1. Title

This ordinance shall be known as the Sanctuary City Contracting and Investment Ordinance.

SECTION 2. Definitions

- 1) "City" means the City of Richmond, California.
- 2) "Data Broker" (also commonly called information broker, information reseller, data aggregator, and information solution provider) means either of the following:
 - a) The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector businesses and government agencies;
 - b) The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- 3) "Extreme Vetting" means data-mining, threat modeling, predictive risk analysis, or other similar service.
- 4) "ICE" means the United States Immigration and Customs Enforcement, and any subdivision thereof.
- 5) "Person or Entity" means any private natural person, corporation, institution, subsidiary, affiliate, or division under operating control of such person; the parent entities that have operating control over such person, and the subsidiaries, affiliates and divisions under operating control of such parent entity. Government entities, officers and employees are expressly excluded from this definition.

SECTION 3. Prohibition on Use of City Resources

- 1) No officer, employee, department, board, commission, City Council, City Manager, or other entity of the City shall enter into a new, amended, or extended contract or agreement with, any Person or Entity that provides ICE with any "Data Broker" or "Extreme Vetting" services, as defined herein, unless the City Council makes a specific determination that no reasonable alternative exists, taking into consideration the following:
 - a) The intent and purpose of this ordinance;
 - b) The availability of alternative services, goods and equipment; and
 - c) Quantifiable additional costs resulting from use of available alternatives.
- 2) All public works, construction bids, requests for information, requests for proposals, or any other solicitation issued by the City shall include notice of the prohibition listed above.
- 3) For the purpose of determining which Person or Entity provides ICE with Data Broker or Extreme Vetting services, the City Manager shall rely on:
 - a) Information published by reliable sources;
 - b) Information released by public agencies;

c) A declaration under the penalty of perjury executed by the Person or Entity, affirming that they do not provide Data Broker or Extreme Vetting services to ICE; and

d) Information submitted to the City Manager by any member of the public, and thereafter duly verified.

4) Any Person or Entity identified as a supplier of Data Broker or Extreme Vetting services to ICE and potentially affected by this section shall be notified by the City Manager of the determination. Any such Person or Entity shall be entitled to a review of the determination by appeal to the City Manager.

Request for such review shall be made within thirty (30) days of notification, or seven (7) days of the date of a City solicitation or notice of a pending contract or purchase, of interest to the Person or Entity seeking review. Any Person or Entity vendor so identified may appeal the City Manager's determination to the City Council, within fifteen (15) days of the determination.

SECTION 4. Prohibition on Investment

1) The City of Richmond shall not make any investment in stocks, bonds, securities, or other obligations issued by any provider of Data Broker or Extreme Vetting services to ICE.

2) The City Council shall adopt a plan with respect to pension fund investments and shall implement such a plan consistent with the intent of this act.

SECTION 5. Investigation And Reporting

1) The City Manager, or his or her designee, shall review compliance with Sections 3-4. The City Manager may initiate and shall receive and investigate all complaints regarding violations of Sections 3- 4. After investigating such complaints, the City Manager shall issue findings regarding any alleged violation. If the City Manager finds that a violation occurred, the City Manager shall, within 30 days of such finding, send a report of such finding to the City Council, the Mayor, and the head of any department involved in the violation or in which the violation occurred. All officers, employees, departments, boards, commissions, and other entities of the City shall cooperate with the City Manager in any investigation of a violation of Sections 3-4.

2) The City Manager shall coordinate with the City Attorney's office to remedy any such violations, and the City Attorney is authorized to use all legal measures available to rescind, terminate, or void contracts awarded in violation of this ordinance.

3) By April 1 of each year, each City department shall certify its compliance with this ordinance by written notice to the City Manager.

4) By May 1 of each year, the City Manager shall schedule and submit to the City Council a written, public report regarding the department's compliance with Sections 3-4 over the previous calendar year. At minimum, this report must (1) detail with specificity the steps the department has taken to ensure compliance with Sections 3-4, (2) disclose any issues with compliance, including any violations or potential violations of this Ordinance, and (3) detail actions taken to cure any deficiencies with compliance.

SECTION 6. Enforcement

1) Cause of Action. Any violation of this Ordinance constitutes an injury, and any person may institute proceedings for injunctive relief, declaratory relief, or writ of mandate in any court of competent jurisdiction to enforce this Ordinance.

2) Attorney's Fees and Costs. A court may award a plaintiff who prevails on a cause of action under subsection (a) reasonable attorney's fees and costs.

3) Any Person or Entity knowingly or willingly supplying false information in violation of Section 3 (3)(c), may be guilty of a misdemeanor and be subject to a fine of up to \$1,000.

SECTION 7. Severability

The provisions in this Ordinance are severable. If any part of provision of this Ordinance, or the application of this Ordinance to any person or circumstance, is held invalid, the remainder of this Ordinance, including the application of such part or provisions to other persons or circumstances, shall not be affected by such holding and shall continue to have force and effect.

SECTION 8. Construction

The provisions of this Ordinance are to be construed broadly to effectuate the purposes of this Ordinance.

SECTION 9. Effective Date

This Ordinance becomes effective thirty (30) days after its final passage and adoption.

First introduced at a regular meeting of the City Council on May 15, 2018, and finally passed and adopted at a regular meeting held on June 5, by the following vote:

- AYES:

Councilmembers Choi, Martinez, Myrick, Recinos, and Vice Mayor Willis.
- NOES:

Mayor Butt.
- ABSTENTIONS:

None.
- ABSENT:

Councilmember Beckles.

PAMELA CHRISTIAN

CLERK OF THE CITY OF RICHMOND

(SEAL)

Approved:

TOM BUTT

Mayor

Approved as to form:

BRUCE GOODMILLER

City Attorney

State of California

}

County of Contra Costa

}

City of Richmond

}

: ss.

I certify that the foregoing is a true copy of **Ordinance No. 12-18 N.S.**, passed and adopted by the City Council of the City of Richmond at a regular meeting held on June 5, 2018.



Pamela Christian, City Clerk of the City of Richmond

ORDINANCE NO. N.S.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RICHMOND
LIMITING THE USE OF CITY RESOURCES FOR FEDERAL IMMIGRATION
ENFORCEMENT**

The City Council of the City of Richmond do ordain as follows:

SECTION 1. AUTHORITY. This Ordinance is authorized by the City's authority under California Constitution, article XI, sections 5 (charter cities) and 7 (police power), and in conformity with California Senate Bill No. 54, codified in California Government Code Sections 7282 – 7284.10.

SECTION 2. MUNICIPAL CODE AMENDMENT. Chapter 2.30 of Article II of the Richmond Municipal Code, Administration and City Government, is hereby added to read as follows:

Section 2.30.010 — City Council Findings and Declarations

- (a) The City of Richmond is home to people of diverse racial, ethnic, and national backgrounds, including a large immigrant population.
- (b) Immigrants are valuable and essential members of the City of Richmond community.
- (c) A relationship of trust between the City of Richmond's immigrant community and the City of Richmond, its departments, programs, and personnel is central to the public safety of Richmond residents.
- (d) This trust is threatened when state and local agencies are entangled with federal Immigration enforcement, with the result that immigrant community members fear approaching police when they are victims of, and witnesses to, crimes, seeking basic health services, or attending school, to the detriment of public safety and the well-being of all Californians, including Richmond residents.
- (e) Entangling state and local agencies with federal immigration enforcement programs diverts already limited resources and blurs the lines of accountability between local, state, and federal governments.
- (f) There are legal concerns with leveraging the City of Richmond's resources for federal immigration endeavors, including but not limited to the prospect of Richmond

residents being detained in violation of the Fourth Amendment of the United States Constitution or targeted on the basis of race or ethnicity in violation of the Equal Protection Clause.

- (g) This chapter seeks to ensure effective policing, to protect the safety, well-being, and constitutional rights of Richmond residents, and to direct the City's limited resources to matters of greatest concern.

Section 2.30.020 – **Definitions**

For purposes of this chapter, the following words and phrases are defined as follows:

- (a) **"Administrative warrant"** means a document issued by the federal agency charged with the enforcement of the Federal immigration law that is used as a non-criminal, civil warrant for immigration purposes.
- (b) **"Eligible for release from custody"** means that the individual may be released from custody because one of the following conditions has occurred:
 - (1) All criminal charges against the individual have been dropped or dismissed.
 - (2) The individual has been acquitted of all criminal charges filed against him or her.
 - (3) The individual has served all the time required for his or her sentence.
 - (4) The individual has posted a bond or has been released on his or her own recognizance.
 - (5) The individual has been referred to pre-trial diversion services.
 - (6) The individual is otherwise eligible for release under state or local law.
- (c) **"Citizenship or Immigration Status"** shall mean all information or classification regarding citizenship of the United States or any other country, place of birth, the authority to reside in or otherwise be present in the United States, including visa status, and the time or manner of a person's entry into the United States.
- (d) **"Civil immigration detainer"** means a non-mandatory request issued by an authorized federal immigration officer under Section 287.7 of Title 8 of the Code of Federal Regulations, to a local law enforcement official to maintain custody of an individual for a period not to exceed 48 hours and advise the authorized federal

immigration officer prior to the release of that individual.

- (e) **"Convicted"** means the state of having been proved guilty in a judicial proceeding, unless the convictions have been expunged or vacated pursuant to applicable law. The date that an individual is Convicted starts from the date of release.
- (f) **"Firearm"** means a device, designed to be used as a weapon, from which is expelled through a barrel, a projectile by the force of an explosion or other form of combustion as defined in Penal Code Section 16520.
- (g) **"Immigration Agent"** means any federal, state, or local officer, employee, or person performing immigration enforcement functions including, but not limited to, agents employed by U.S. Immigration and Customs Enforcement or U.S. Customs and Border Protection.
- (h) **"Immigration Enforcement"** means any and all efforts to investigate, enforce, or assist in the investigation or enforcement of any federal civil immigration law against natural persons, and also includes any and all efforts to investigate, enforce, or assist in the investigation or enforcement of any federal criminal immigration law that penalizes a natural person's presence in, entry, or reentry to, or employment in, the United States.
- (i) **"Law enforcement official"** means any City Department or officer or employee of a City Department, authorized to enforce criminal statutes, regulations, or local ordinances; operate jails or maintain custody of individuals in jails; and operate juvenile detention facilities or maintain custody of individuals in juvenile detention facilities.
- (j) **"Notification request"** means a non-mandatory request issued by an authorized federal immigration officer to a local law enforcement official asking for notification to the authorized immigration officer of an individual's release from local custody prior to the release of an individual from local custody. Notification requests may also include informal requests for release information by the Federal agency charged with enforcement of the Federal immigration law.
- (k) **"Personal information"** means any confidential, identifying information about an individual, including, but not limited to, home or work contact information, and family or emergency contact information.

Section 2.30.030 – Limitations on the Use of City Resources.

Unless required by federal or state law, no City resources, including, but not limited to, City personnel and City property, shall be utilized to assist in the enforcement of federal immigration law or to gather or disseminate information regarding release status of individuals or

any other such personal information as defined in Section 2.030.20, unless such assistance is required by federal or state statute, regulation, or court decision. The limitations set forth in this Section shall include, but shall not be limited to:

- (a) Inquiring into or collecting information about an individual's Citizenship or Immigration Status, unless such information is necessary to provide a City service, including the provision of immigration and naturalization assistance, for election-related purposes or appointment to a City office or commission, or as required for purposes of City employment or the disbursement of City funds.
- (b) Assisting or cooperating, in one's official capacity, with any investigation, detention or arrest procedures, public or clandestine, conducted by the federal agency charged with enforcement of federal immigration law and relating to alleged violations of the civil provisions of the federal immigration law, except as permitted under this Chapter 2.30 and applicable state or federal law.
- (c) Assisting or cooperating, in one's official capacity, with any investigation, surveillance, or gathering of information conducted by foreign governments, except for cooperation related to an alleged violation of City, state, or federal criminal laws.
- (d) Requesting information about, or disseminating information, in one's official capacity, regarding the release status of any individual, except as permitted under this Chapter 2.30, or conditioning the provision of services or benefits by the City upon immigration status, except as required by federal or state statute or regulation, City public assistance criteria, or applicable court decision.
- (e) Providing any Immigration Agent access to any non-public areas of property owned or controlled by the City for the purpose of Immigration Enforcement.

Section 2.30.040 – Limitations on Law Enforcement Officials

- (a) The City of Richmond's Police Department, consistent with California Government Code section 7284.6(a), shall not:
 - (1) Use agency or department moneys or personnel to investigate, interrogate, detain, detect, or arrest persons for immigration enforcement purposes, including any of the following:
 - (A) Inquiring into an individual's immigration status.
 - (B) Detaining an individual on the basis of a hold request.

- (C) Providing information regarding a person's release date or responding to requests for notification by providing release dates or other information unless that information is available to the public or is in response to a notification request from immigration agents in accordance with California Government Code Section 7282.5. Responses are never required, but are permitted under this subdivision, provided that they do not violate any local law or policy.
 - (D) Making or intentionally participating in arrests based on civil immigration warrants.
 - (E) Assisting immigration agents in the activities described in Section 1357(a)(3) of Title 8 of the United States Code.
 - (F) Performing the functions of an immigration officer, whether pursuant to Section 1357(g) of Title 8 of the United States Code or any other law, regulation, or policy, whether formal or informal.
- (2) Place Richmond police officers under the supervision of federal agencies or employ peace officers deputized as special federal officers or special federal deputies for purposes of immigration enforcement. All Richmond police officers remain subject to California law governing conduct of peace officers and the policies adopted by the City of Richmond.
 - (3) Use immigration agents as interpreters for law enforcement matters relating to individuals in agency or department custody.
 - (4) Transfer an individual to immigration agents unless authorized by a judicial warrant or judicial probable cause determination, or in accordance with California Government Code Section 7282.5.
 - (5) Provide office space exclusively dedicated for immigration agents for use within a Police Department facility.
 - (6) Contract with the federal government for use of Police Department facilities to house individuals as federal detainees, except pursuant to Chapter 17.8 of the California Government Code (commencing with Section 7310).
- (b) Notwithstanding the limitations in subsection (a), this section is not intended to prevent personnel or officers of the City of Richmond's Police Department from taking actions consistent with or permitted by federal and state law, including, but not limited to, those actions enumerated within California Government Code Sections 7282.5 and 7284.6(b)

(e), as amended.

Section 2.30.050 – Confidentiality and Protection of City Data.

Except as required by 8 U.S.C. § 1373 or other applicable federal or state law, no City personnel or law enforcement official shall provide access to any City data or information that can be used to determine or trace a person's Citizenship or Immigration Status to any Immigration Agent. In furtherance of this restriction, as of the effective date of this ordinance, City personnel shall not provide City data or information that can be used to determine or trace a person's Citizenship or Immigration Status to any City contractor unless the contractor first agrees in writing to prohibit the contractor's employees and subcontractors from providing that data or information to any Immigration Agent, to the extent permitted by law. All City employees shall treat information that can be used to distinguish or trace a person's Citizenship or Immigration Status, either on its own or when combined with other information, as confidential information, to the extent permitted by law.

Section 2.30.060 – Judicial Warrants and Presiding Law.

Nothing in this chapter shall prohibit or otherwise restrict the City or City personnel from complying with a valid warrant issued by a federal or state judge, or other order evidencing a judicial determination of probable cause, nor shall this chapter prohibit the City or its personnel from complying with state or federal law.

SECTION 3. CEQA FINDINGS. The City Council finds that adoption of this Ordinance is exempt from CEQA because: (i) it is not a project within the meaning of Public Resources Code, section 21065 because it has no potential to alter the physical environment; (ii) and pursuant to CEQA Guidelines section 15061(b)(3), the so-called “common sense” exemption, for this same reason.

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or its application to any person or circumstance is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons and circumstances. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof despite the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect 30 days after its adoption under Chapter 2.30, Administration and City Government, Article II of the City of Richmond's Municipal Code.

SECTION 6. PUBLICATION. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published once in the East Bay Times, a newspaper of general circulation printed, published, and circulated within the City.

SECTION 7. EFFECTIVE DATE. This ordinance shall be effective thirty days after passage and adoption.

(This section to be completed by Clerk's Office)

First introduced at a regular meeting of the City Council of the City of Richmond held on _____ and finally passed and adopted at a regular meeting held on _____ by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Clerk of the City of Richmond

(SEAL)

Approved:

Mayor

Approved as to form:

City Attorney