



## **ANNOTATED AGENDA**

### **Antioch City Council REGULAR MEETING**

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**Date: Tuesday, February 9, 2021**

**Time: 5:30 P.M. – Closed Session**

**7:00 P.M. – Regular Meeting**

**Place:** The City of Antioch, in response to the Executive Order of the Governor and the Order of the Health Officer of Contra Costa County concerning the Novel Coronavirus Disease, is making Antioch City Council meetings available via Comcast channel 24, AT&T U-verse channel 99, or live stream (at [www.antiochca.gov](http://www.antiochca.gov)).

If you wish to make a public comment, you may do so any of the following ways **by 5:00 p.m. the day of the Council Meeting:** (1) Fill out an online speaker card, located at [https://www.antiochca.gov/speaker\\_card](https://www.antiochca.gov/speaker_card), or (2) Email the City Clerk's Department at [cityclerk@ci.antioch.ca.us](mailto:cityclerk@ci.antioch.ca.us).

The City cannot guarantee that its network and/or the site will be uninterrupted. To ensure that the City Council receives your comments, you must submit your comments in writing **by 5:00 p.m. the day of the City Council Meeting.**

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**Lamar Thorpe**, Mayor

**Monica E. Wilson**, Mayor Pro Tem (Council Member District 4)

**Tamisha Torres-Walker**, Council Member District 1

**Michael Barbanica**, Council Member District 2

**Lori Ogorchock**, Council Member District 3

**Ellie Householder**, City Clerk

**Lauren Posada**, City Treasurer

**Ron Bernal**, City Manager

**Thomas Lloyd Smith**, City Attorney

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**Online Viewing:** <https://www.antiochca.gov/government/city-council-meetings/>

**Electronic Agenda Packet:** <https://www.antiochca.gov/government/agendas-and-minutes/city-council/>

**Project Plans:** <https://www.antiochca.gov/fc/community-development/planning/Project-Pipeline.pdf>

## **SPEAKERS' RULES**

**IMPORTANT NOTICE REGARDING THIS MEETING:** To protect our residents, officials, and staff, and aligned with the Governor's Executive Order N-29-20, certain teleconference requirements of the Brown Act have been suspended, including the requirement to provide a physical location for members of the public to participate in the meeting.

Members of the public seeking to observe the meeting may do so at [https://www.antiochca.gov/live\\_stream](https://www.antiochca.gov/live_stream), on Comcast Channel 24, or AT&T U-Verse Channel 99.

Members of the public wishing to provide public comment may do so **by 5:00 p.m. the day of the Council Meeting** in the following ways (#2 pertains to the Zoom Webinar):

1. Fill out an online speaker card located at: [https://www.antiochca.gov/speaker\\_card](https://www.antiochca.gov/speaker_card).
2. Provide oral public comments during the meeting by clicking the following link to register **by 5:00 p.m. the day of the Council Meeting**, to access the meeting via Zoom Webinar: <https://www.antiochca.gov/speakers>
  - You will be asked to enter an email address and a name. Your email address will not be disclosed to the public. After registering, you will receive an email with instructions on how to connect to the meeting.
  - When the Mayor announces public comments, click the "raise hand" feature in Zoom. For instructions on using the "raise hand" feature in Zoom, visit: [https://www.antiochca.gov/raise\\_hand](https://www.antiochca.gov/raise_hand). Please ensure your Zoom client is updated so staff can enable your microphone when it is your turn to speak.
3. Email comments to [cityclerk@ci.antioch.ca.us](mailto:cityclerk@ci.antioch.ca.us) **by 5:00 p.m. the day of the Council Meeting**. The comment will be read into the record at the meeting (350 words maximum, up to 3 minutes, at the discretion of the Mayor). **IMPORTANT:** Identify the agenda item in the subject line of your email if the comment is for Announcement of Community Events, General Comment, or a specific Agenda Item number. All emails received **by 5:00 p.m. the day of the Council Meeting** will be entered into the record for the meeting.

After having heard from the public, the agenda item will be closed. Deliberations will then be limited to members of the City Council.

If the Council meeting appears to be going late, the City Council may decide to continue some items until a subsequent meeting. We will try to make this determination around 10:00 p.m. It is the goal of the City Council to stop discussing agenda items no later than 11:00 p.m.

In accordance with the Americans with Disabilities Act and California law, it is the policy of the City of Antioch to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodation, please contact the ADA Coordinator at the number or address below at least 72 hours prior to the meeting or when you desire to receive services. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility. The City's ADA Coordinator can be reached @ Phone: (925) 779-6950, and e-mail: [publicworks@ci.antioch.ca.us](mailto:publicworks@ci.antioch.ca.us).

### Notice of Availability of Reports

This agenda is a summary of the actions proposed to be taken by the City Council. For almost every agenda item, materials have been prepared by the City staff for the Council's consideration. These materials include staff reports which explain in detail the item before the Council and the reason for the recommendation. The materials may also include resolutions or ordinances which are proposed to be adopted. Other materials, such as maps and diagrams, may also be included. City Council Agendas, including Staff Reports are posted onto our City's Website 72 hours before each Council Meeting. To be notified when the agenda packets are posted onto our City's Website, simply click on this link: <https://www.antiochca.gov/notifications/> and enter your e-mail address to subscribe. To view the agenda information, click on the following link: <https://www.antiochca.gov/government/agendas-and-minutes/city-council/>. Questions may be directed to the staff member who prepared the staff report, or to the City Clerk's Office, who will refer you to the appropriate person.

### Notice of Opportunity to Address Council

The public has the opportunity to address the Council on each agenda item. To address the Council, fill out a Speaker Request form online **by 5:00 p.m. the day of the Council Meeting** at [https://www.antiochca.gov/speaker\\_card](https://www.antiochca.gov/speaker_card). See the Speakers' Rules on the inside cover of this Agenda. The Council can only take action on items that are listed on the agenda. Comments regarding matters not on this Agenda, may be addressed during the "Public Comments" section.

**5:30 P.M.      ROLL CALL – CLOSED SESSION – for Council Members – *All Present***

**PUBLIC COMMENTS** for Closed Session – *None*

#### **CLOSED SESSION:**

- 1) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** pursuant to Government Code section 54956.9: Monika Helgemo v. City of Antioch, Contra Costa County Superior Court Case No. C20-00767.

***No reportable action***

- 2) CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to California Government Code section 54956.8: Property – 4527 Deerfield Drive, Antioch, CA; City Negotiator: City Manager Ron Bernal. Discuss the terms and conditions outlined in the Letter of Intent submitted to the City of Antioch.

***No reportable action***

- 3) CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Session with the City's Labor Negotiators is authorized by California Government Code section 54957.6; City designated representatives: Nickie Mastay and Jeff Bailey; Employee organization: Treatment Plant Employees' Association (TPEA).

***No reportable action***

**7:00 P.M.      ROLL CALL – REGULAR MEETING – for Council Members – *Council Members Barbanica, Ogorchock, Wilson and Mayor Thorpe (Council Member Torres-Walker arrived after Roll Call)***

#### **PLEDGE OF ALLEGIANCE**

**1. INTRODUCTION OF NEW CITY EMPLOYEES**

**2. PROCLAMATIONS**

- Celebrating Thomas Gaines Day in Antioch, February 9, 2021 **Approved, 5/0**
  - In Honor of Daisy Pierson's 90<sup>th</sup> Birthday, February 15, 2021 **Postponed to 02/23/21, 5/0**
- Recommended Action: It is recommended that the City Council approve the proclamations.

**3. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS**

- Virtual Vision and Strategic Planning Workshops – February 12 and 13, 2021
- Upcoming "Bridging the Gap" Roundtable Discussion – February 18, 2021

**4. ANNOUNCEMENTS OF BOARD, COMMISSION AND COMMITTEE OPENINGS**

➤ PLANNING COMMISSION

**PUBLIC COMMENTS** – *Members of the public may comment only on unagendized items. The public may comment on agendized items when they come up on this Agenda.*

**CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS**

**MAYOR'S COMMENTS**

**5. PRESENTATION** – *Public Financial Management (PFM) Report on City Investments, presented by Managing Director Sarah Meacham*

**6. CONSENT CALENDAR**

**A. APPROVAL OF COUNCIL MINUTES FOR JANUARY 12, 2021**

**Continued, 5/0**

Recommended Action: It is recommended that the City Council continue the Minutes.

**B. APPROVAL OF COUNCIL MINUTES FOR JANUARY 26, 2021**

**Continued, 5/0**

Recommended Action: It is recommended that the City Council continue the Minutes.



## **CONSENT CALENDAR – Continued**

### **C. APPROVAL OF COUNCIL WARRANTS**

***Approved, 5/0***

Recommended Action: It is recommended that the City Council approve the warrants.

### **D. REJECTION OF CLAIM: LENORA MCCALL**

***Rejected, 5/0***

Recommended Action: It is recommended that the City Council reject the claim filed by Lenora McCall.

### **E. EIGHTH AMENDMENT TO THE CONSULTANT SERVICE AGREEMENT FOR PROFESSIONAL SERVICES WITH WALTER BISHOP CONSULTING**

***Reso. No 2021/16 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt a resolution:

- 1) Approving the eighth amendment to the Consultant Service Agreement (“Agreement”) with Walter Bishop Consulting (“WBC”) to provide support to the City on water rights issues, and to assist in the management of the Brackish Water Desalination Project (“Project”) which increases the contract by \$88,000 for a total contract amount of \$496,000 and extends the term of the Agreement to December 31, 2021; and
- 2) Authorizing and directing the City Manager or designee to execute the eighth amendment to the Agreement with WBC in a form approved by the City Attorney.

### **F. INITIATE PREPARATION OF THE STREET LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT CITY ENGINEER’S REPORT FOR FISCAL YEAR 2021/2022**

***Reso. No 2021/17 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt the resolution directing the City Engineer to prepare a consolidated Engineer’s Report for Fiscal Year 2021/2022 Street Lighting and Landscape Maintenance District assessments.

### **G. UPDATE TO THE EMERGENCY DECLARATION FOR MITIGATION AND REPAIRS TO THE WATER TANK HILLSIDE EROSION AT THE WATER TREATMENT PLANT**

***Received, 5/0***

Recommended Action: It is recommended that the City Council receive this update to the Declaration of Emergency for mitigation and repairs to the water tank hillside erosion at the Water Treatment Plant.

## COUNCIL REGULAR AGENDA

### 7. EXECUTE AGREEMENT WITH TERRACARE ASSOCIATES FOR PARK MAINTENANCE BID NO. 988-0312-19E

**Reso. No 2021/18 adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt a resolution:

- 1) Approving a Maintenance Services Agreement (“Agreement”) with Terracare Associates for Park Maintenance Services, for the contract amount not to exceed \$4,309,799.25 for the period of April 1, 2021 through June 30, 2024; and
- 2) Authorizing the City Manager to execute the Agreement with Terracare Associates for a total amount not to exceed \$4,309,799.25.

### 8. ESTABLISHMENT OF A HUMAN RIGHTS AND RACIAL EQUITY COMMISSION

***Direction to discuss at the Vision and Strategic Planning Workshop  
and bring item back to Council in April***

Recommended Action: It is recommended that the City Council discuss and direct staff regarding the establishment of a Human Rights and Racial Equity Commission. This item was requested by Council Member Torres-Walker and directed for placement on the agenda by Mayor Thorpe.

## PUBLIC COMMENT

## STAFF COMMUNICATIONS

**COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS** – *Council Members report out various activities and any Council Member may place an item for discussion and direction on a future agenda. Timing determined by Mayor and City Manager – no longer than 6 months.*

**MOTION TO ADJOURN** – *After Council Communications and Future Agenda Items, the Mayor will make a motion to adjourn the meeting. A second of the motion is required, and then a majority vote is required to adjourn the meeting.*


***Motioned to adjourn meeting at 8:37 p.m., 5/0***



## **INTRODUCTION OF NEW CITY EMPLOYEES**

**DATE:** Regular Meeting of February 9, 2021

**TO:** Honorable Mayor and Members of the City Council

**SUBMITTED BY:** Nickie Mastay, Administrative Services Director 

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➤ City Manager Ron Bernal would like to introduce:

- Brad Helfenberger, Parks & Recreation Director

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➤ Parks & Recreation Director Brad Helfenberger would like to introduce:

- Bree Pires, Recreation Programs Coordinator (Aquatics).
- Monica Bugaoan-Abakan, Recreation Programs Coordinator (Senior Center).



**CELEBRATING THOMAS GAINES DAY IN ANTIOCH  
FEBRUARY 9, 2021**

*WHEREAS, Since the beginning of Antioch in the 1800's our community has become home for new residents from around the world; and*

*WHEREAS, In the 1860's an emancipated slave named Thomas Gaines came to Antioch and worked as a laborer on the Antioch docks; and*

*WHEREAS, Thomas Gaines was the only African American resident of Antioch between 1860 and the 1940's; and*

*WHEREAS, He lived in a red brick shack on the waterfront in the back of the Antioch Lumber Company; and*

*WHEREAS, On February 28, 1875, Thomas Gaines became a member of the First Congregational Church by profession of faith; and*

*WHEREAS, Thomas Gaines was highly regarded around town for his noble work and his caring attention towards others - he regularly walked women and children home from church for safety; and*

*WHEREAS, Today Antioch celebrates a rich cultural heritage and inspiring diversity, and collaborates with several community partners to recognize Black History Month in February with special events and impressive exhibits.*

*NOW, THEREFORE, I, LAMAR THORPE, Mayor of the City of Antioch, do hereby proclaim February 9, 2021, as "THOMAS GAINES DAY" during Black History Month and the Black History Month Exhibit Days and I encourage all citizens, schools, and organizations to learn more about Antioch's cultural history, Black History Month, and Thomas Gaines, the first African American resident.*

**FEBRUARY 9, 2021**

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**LAMAR THORPE, Mayor**

**2.01  
02-09-21**



*IN HONOR OF  
DAISY PIERSON'S 90<sup>TH</sup> BIRTHDAY  
FEBRUARY 15, 2021*

*WHEREAS, Daisy Pierson will be honored by friends and relatives on the occasion of her 90th birthday on February 15; and*

*WHEREAS, she is a devoted wife, mother, grandmother, great grandmother; and*

*WHEREAS, she has been a role model, community activist, and church leader for over 60 years, is still active in her church; and*

*WHEREAS, she's a former Boy Scout den mother and PTA President; and*

*WHEREAS, during a long and productive lifetime, she has demonstrated in countless ways her dedication to the welfare of others and has earned the respect and affection of people from all walks of life and all ages; and*

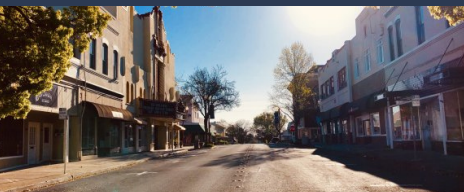
*WHEREAS, she has lived during the most eventful century of this world's history and in her quiet way, has been a force for good and a stabilizing influence on those around her during these turbulent years.*

*NOW, THEREFORE, I, LAMAR THORPE, Mayor of the City of Antioch, do hereby deem it an honor and pleasure to extend this Certificate of Recognition to Daisy Pierson on the occasion of her 90th Birthday, with sincere congratulations and best wishes for many more happy, productive years.*

**FEBRUARY 9, 2021**

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**LAMAR THORPE, Mayor**



CITY OF ANTIOCH

# SAVE THE DATE

## VIRTUAL VISION AND STRATEGIC PLANNING WORKSHOP

**Friday, February 12, 2021 | 6:00 pm**

**Saturday, February 13, 2021 | 9:00 am**

Meetings are available via Comcast channel 24, AT&T U-Verse channel 99,  
or live stream at [www.antiochca.gov](http://www.antiochca.gov)

Your insights, Antioch's future

**#3.01**

**ANTIOCH**  
CALIFORNIA



CITY OF ANTIOCH

## Bridging the Gap

CNA

The Antioch community is invited to participate in a series of discussions entitled "Bridging the Gap" with the goal of increasing understanding of how to address racial injustice and improve police-community relations.

Those who live or work in Antioch are invited to register for one virtual discussion session from the list below.

### Dialogue 3:

#### Police - Community Engagement

Discussion will focus on how to improve the ways in which the police interact with young people and vulnerable communities, how police approach crime prevention, and how communities impact policing priorities.

*Thu. February 18*  
10-11:30 am

**REGISTER\***

\*Registration Deadline:  
Mon., February 15, 2021 | 12 pm



CIUDAD DE ANTIOCH

## Cerrando la Brecha

CNA

Se invita a la comunidad de Antioch a participar en una serie de conversaciones virtuales tituladas "Cerrando la Brecha" con el objetivo de aumentar la comprensión de cómo abordar la injusticia racial y mejorar las relaciones entre la policía y la comunidad.

Los que viven o trabajan en Antioch están invitados a registrarse para una discusión virtual.

### Diálogo 3:

#### Policía - Participación comunitaria

La discusión se centrará en cómo mejorar las formas en el que la policía interactúa con los jóvenes y las comunidades vulnerables, cómo la policía se acerca prevención del crimen y cómo las comunidades impactan las prioridades policiales.

*Jue. 18 de febrero*  
10-11:30 am

**REGISTRO\***

\*Fecha límite de inscripción:  
lunes, 15 de febrero de 2021 | 12 pm



## ***BOARDS / COMMISSION / COMMITTEE VACANCY ANNOUNCEMENTS***

The City of Antioch encourages residents to become involved in their local community. One way to do so is to serve on various commissions, boards and committees. Any interested resident is encouraged to apply for the vacancy listed below. To be considered for this volunteer position, a completed application must be received in the Office of the City Clerk **by 5:00 p.m., Wednesday, February 17, 2021**. Applications are available at <https://www.antiochca.gov/#>.

### ***➤ PLANNING COMMISSION***

***Your interest and desire to serve our community is appreciated.***

- The Commissioners makes decisions and recommendations to the City Council on land use, zoning and General Plan issues.
- Must be a resident of the City of Antioch.
- Meetings are held the first and third Wednesday of each month at 6:30 p.m. in the Council Chamber
- 7 member board – 4 year terms. This full-term vacancy will expire October 2024.
- Commissioners are required to submit a FPPC Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter no later than April 1<sup>st</sup>.
- Newly appointed Commissioners are also required to complete the AB 1234 Ethics training within 1-year of their appointment. All Commissioners must then take the AB 1234 Ethics training every two years thereafter. The Ethics training is available online.



# CITY OF ANTIOCH

## **Investment Performance Review For the Quarter Ended December 31, 2020**

Client Management Team

Sarah Meacham, Managing Director  
Monique Spyke, Managing Director

PFM Asset Management LLC

601 South Figueroa, Suite 4500  
Los Angeles, CA 90017  
213-489-4075

213 Market Street  
Harrisburg, PA 17101-2141  
717-232-2723

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## Market Update

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## Markets Weigh Massive Policy Support Against Economic Challenges

### ◆ Coronavirus

- **Resurgence** in fourth quarter due to colder weather
- Initial distribution of **vaccines**

### ◆ Economy

- **Recovery** continues
- **Big business** built liquidity cushion
- **Consumers** generally in good shape to drive future spending
- **Impact of pandemic** not felt evenly

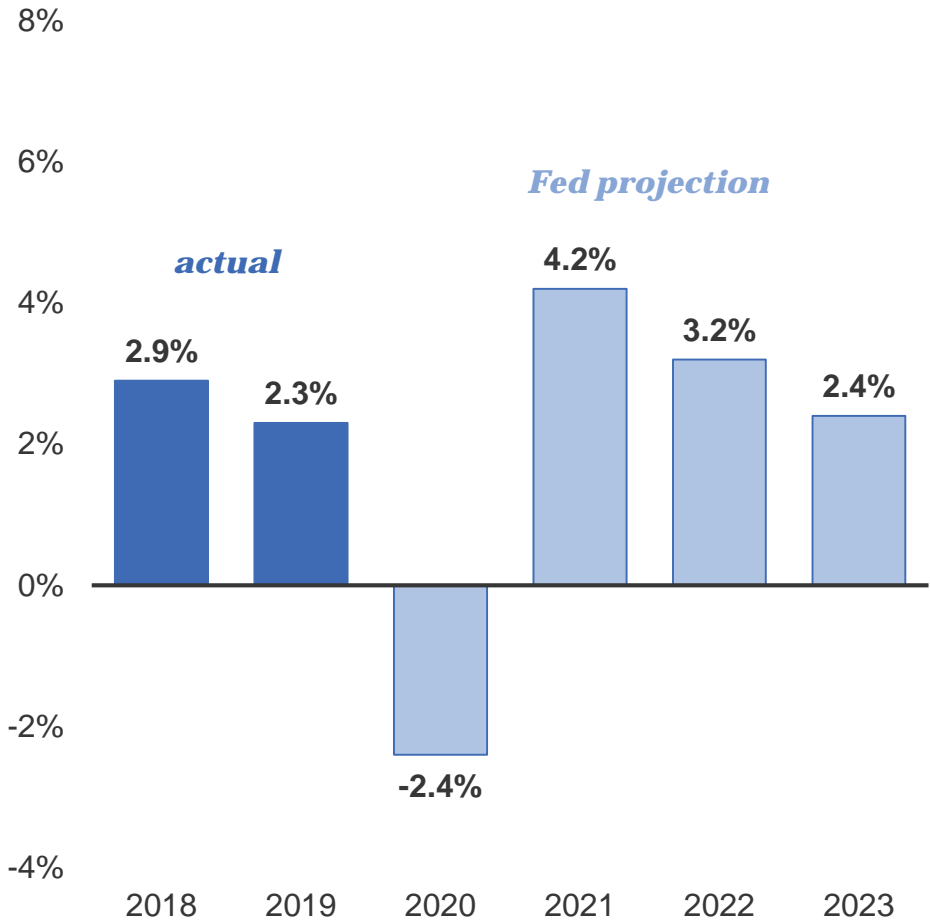
### ◆ Markets

- Markets rally after **presidential election**
- **Fed** committed to strong accommodation
- Additional **fiscal stimulus** on the way

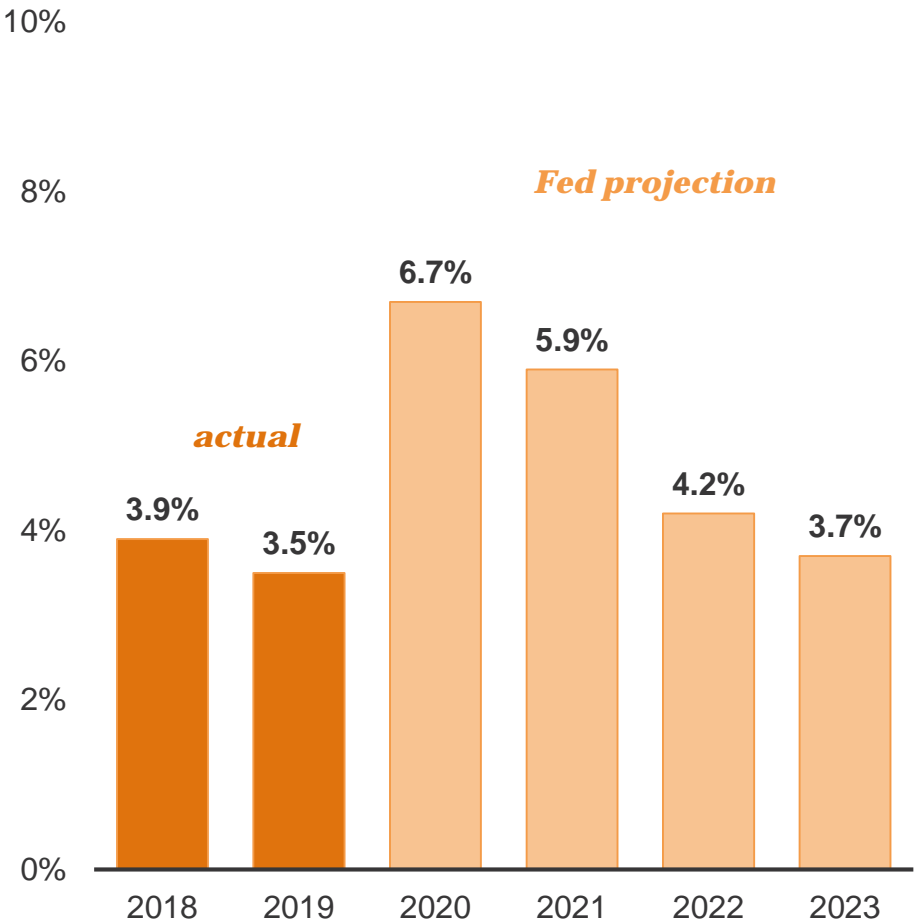


Fed Expects Economy to Recover Further in 2021

Change in Real GDP



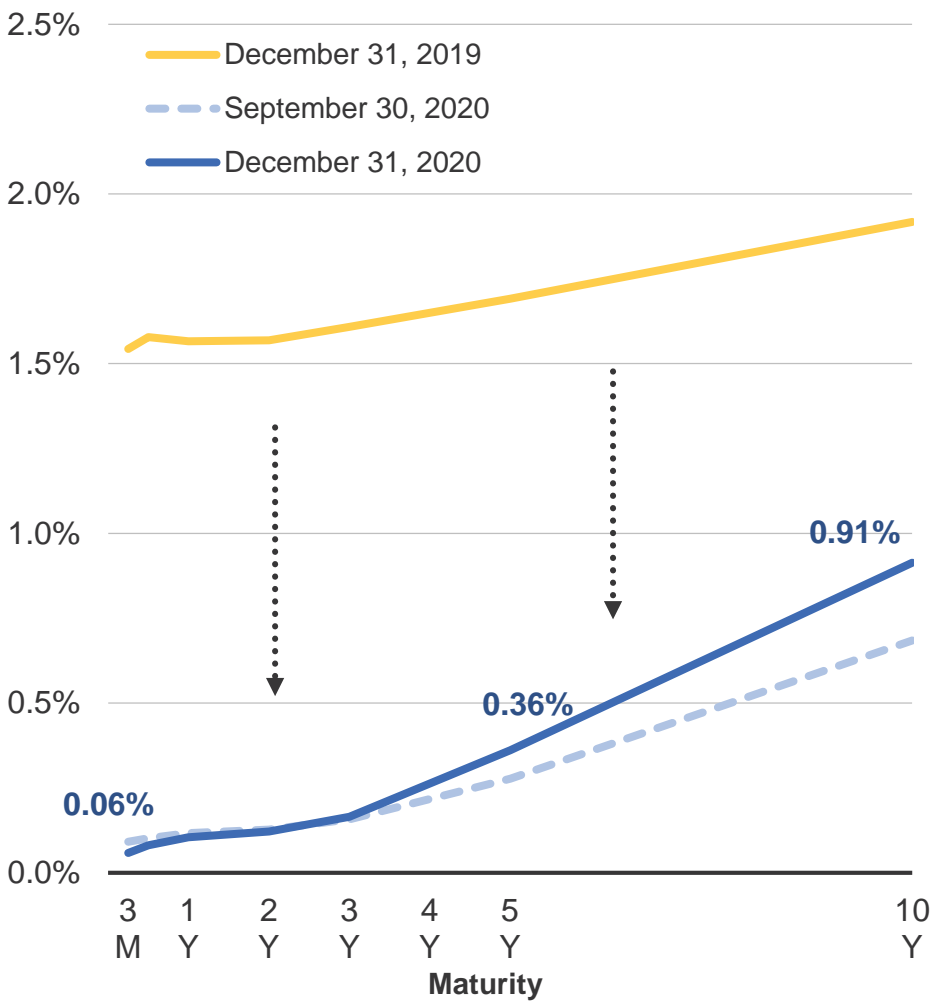
Unemployment Rate



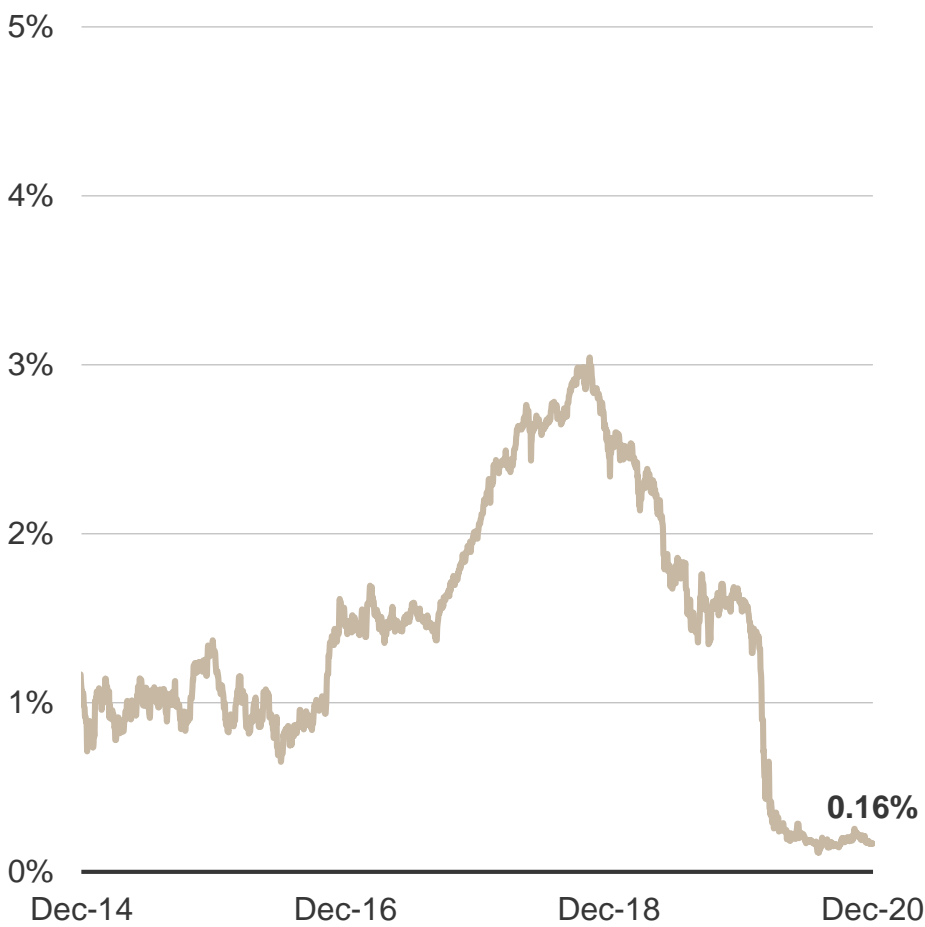
Source: Federal Reserve, economic projections as of December 2020.

Short Rates Were Steady, but the Yield Curve Steepened in Fourth Quarter

U.S. Treasury Yield Curve



3-Year Treasury Yield



Source: Bloomberg as of 12/31/2020.



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# Portfolio Review

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## Portfolio Recap

- Our strategy for the fourth quarter encompassed the following:
  - Approaches carried forward from the third quarter: maintain core allocations in most sectors, match benchmark durations, and carefully manage risk considering various headwinds caused by the uneven and decelerating recovery.
  - Yield spreads returned to near pre-pandemic levels in most sectors at the same time that new supply waned. This limited new investment opportunities in the fourth quarter.
  - After months of consistent supply and attractive value, the river began to run dry in the federal agency sector. Limited new issuance towards year-end slowed new purchases in the sector. However, meaningful additions in prior periods helped boost portfolio returns once again in the fourth quarter.
  - In the supranational sector, light seasonal issuance headlined a quiet close to the year. Excess returns were positive, adding modest value in government-focused portfolios.
  - Investment grade corporates outpaced the performance of most other sectors during the quarter. Corporates proved to be a valuable asset class for both the quarter and for all of 2020, despite significant market disruptions early in the year. Investors' strong demand for yield pushed spreads even tighter during the fourth quarter, which ended the year near 20-year lows. As spreads narrowed further, we kept corporate durations extended where value was greatest.
  - Mortgage-backed securities (MBS) remained a core holding. While the sector's performance was generally positive for the quarter, returns were a mixed bag for the year. Structure, age of issuance, and coupon level drove performance. For example, 15-year collateral outperformed 30-year collateral, while issues with stronger prepayment protection, like agency commercial MBS, performed best. Our preference to avoid securities with heightened prepayment risk continued to be beneficial for portfolio performance.
  - Allocations of AAA-rated asset-backed securities (ABS) were reduced during the final months of 2020. The sector posted strong absolute and relative returns for both the fourth quarter and the calendar year while providing diversification and incremental income to portfolios. The combination of quiet new issuance towards year end and robust demand limited new opportunities in the sector.
  - The taxable municipal sector remained abuzz as issuers continued to benefit from record-low borrowing rates. Although yield spreads narrowed significantly since March, new debt issued during the fourth quarter remained an attractive alternative to other government alternatives and even some high-quality corporate issuers. PFM continued to methodically increase municipal allocations through participation in a number of new deals.

## Sector Allocation & Compliance

- The portfolio is in compliance with the City's Investment Policy and California Government Code.

Security Type	Market Value	% of Portfolio	% Change vs. 9/30/20	Permitted by Policy	In Compliance
U.S. Treasury	\$31,148,523	28.1%	-3.8%	100%	✓
Federal Agency	\$21,051,139	19.0%	+4.2%	100%	✓
Federal Agency CMOs	\$2,009,651	1.8%	-0.1%	100%	✓
Municipal Obligations	\$3,548,080	3.2%	+1.2%	100%	✓
Supranationals	\$1,339,781	1.2%	+0.6%	30%	✓
Negotiable CDs	\$6,635,826	6.0%	-0.7%	30%	✓
Corporate Notes	\$16,279,825	14.7%	+0.2%	30%	✓
Asset-Backed Securities	\$12,069,362	10.9%	-1.3%	20%	✓
<b>Securities Sub-Total</b>	<b>\$94,082,187</b>	<b>84.8%</b>			
Accrued Interest	\$334,455				
<b>Securities Total</b>	<b>\$94,416,641</b>				
CAMP	\$10,196,996	9.2%	-	100%	✓
LAIF	\$6,686,729	6.0%	-	\$75 million	✓
<b>Total Investments</b>	<b>\$111,300,366</b>	<b>100.0%</b>			

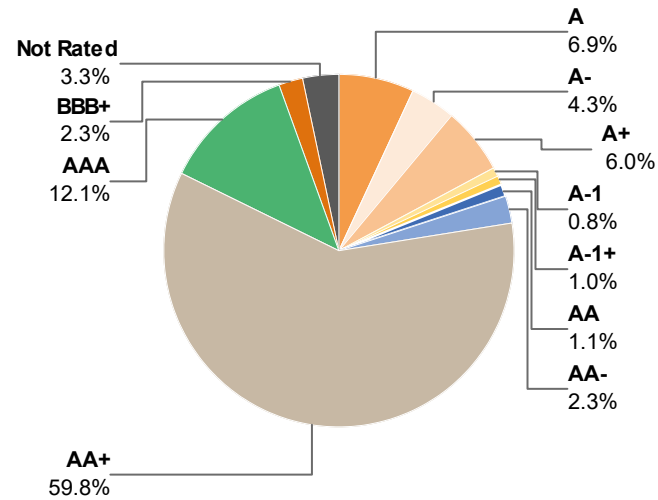
Market values, excluding accrued interest. Detail may not add to total due to rounding. Current investment policy as of June 24, 2020.

## Portfolio Statistics

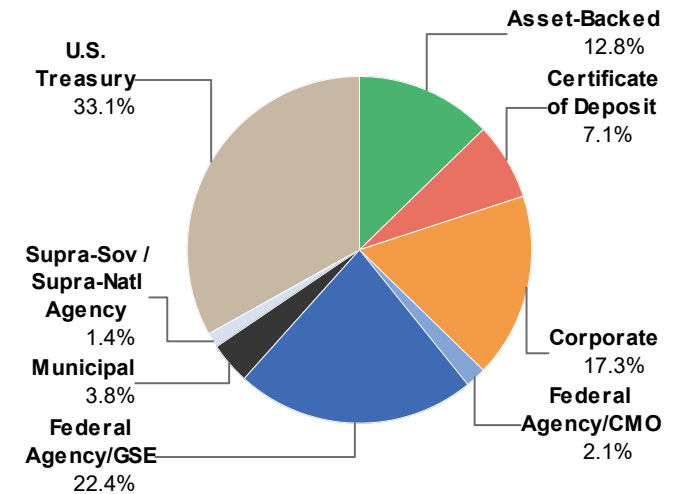
As of December 31, 2020

Par Value:	\$92,417,693
Total Market Value:	\$94,416,641
Security Market Value:	\$94,082,187
Accrued Interest:	\$334,455
Cash:	-
Amortized Cost:	\$92,681,617
Yield at Market:	0.46%
Yield at Cost:	1.39%
Effective Duration:	1.88 Years
Average Maturity:	2.18 Years
Average Credit: *	AA

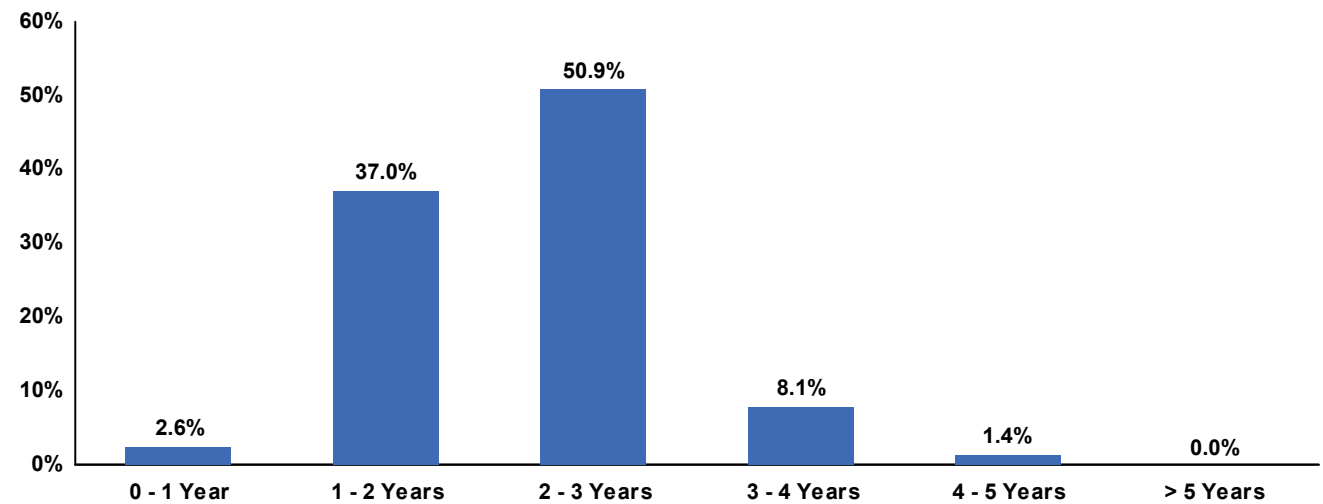
## Credit Quality (S&amp;P Ratings)\*\*



## Sector Allocation



## Maturity Distribution

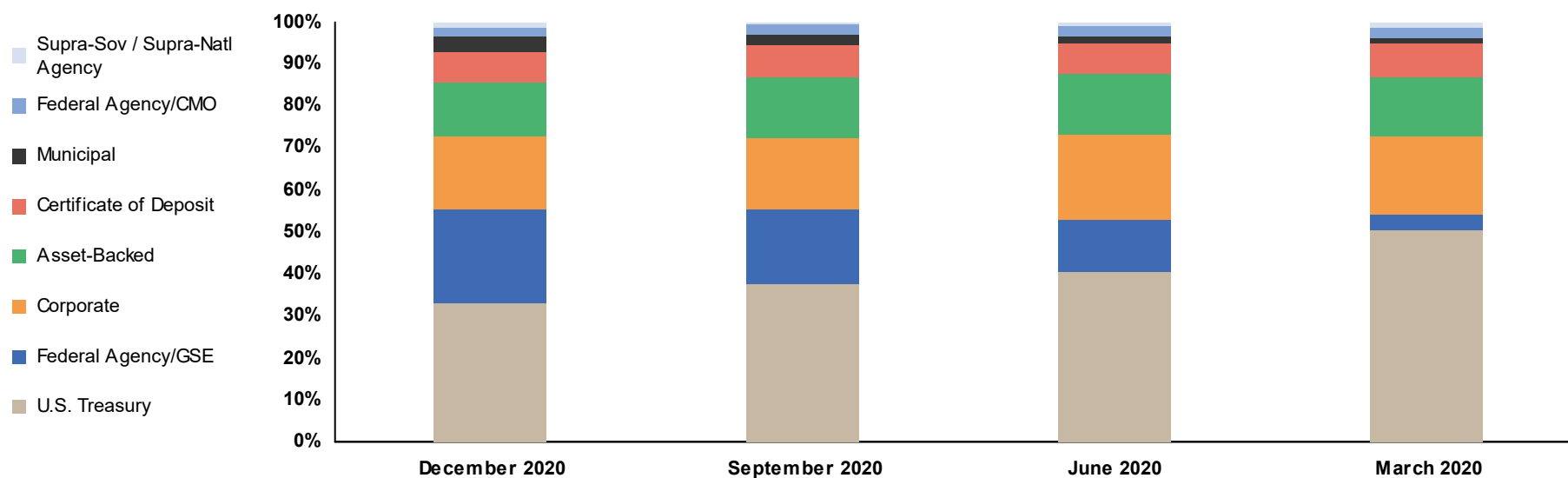


\* An average of each security's credit rating assigned a numeric value and adjusted for its relative weighting in the portfolio.

\*\* Securities held in the City's portfolio are in compliance with California Government Code and the City's investment policy reviewed June 24, 2020

## Sector Allocation

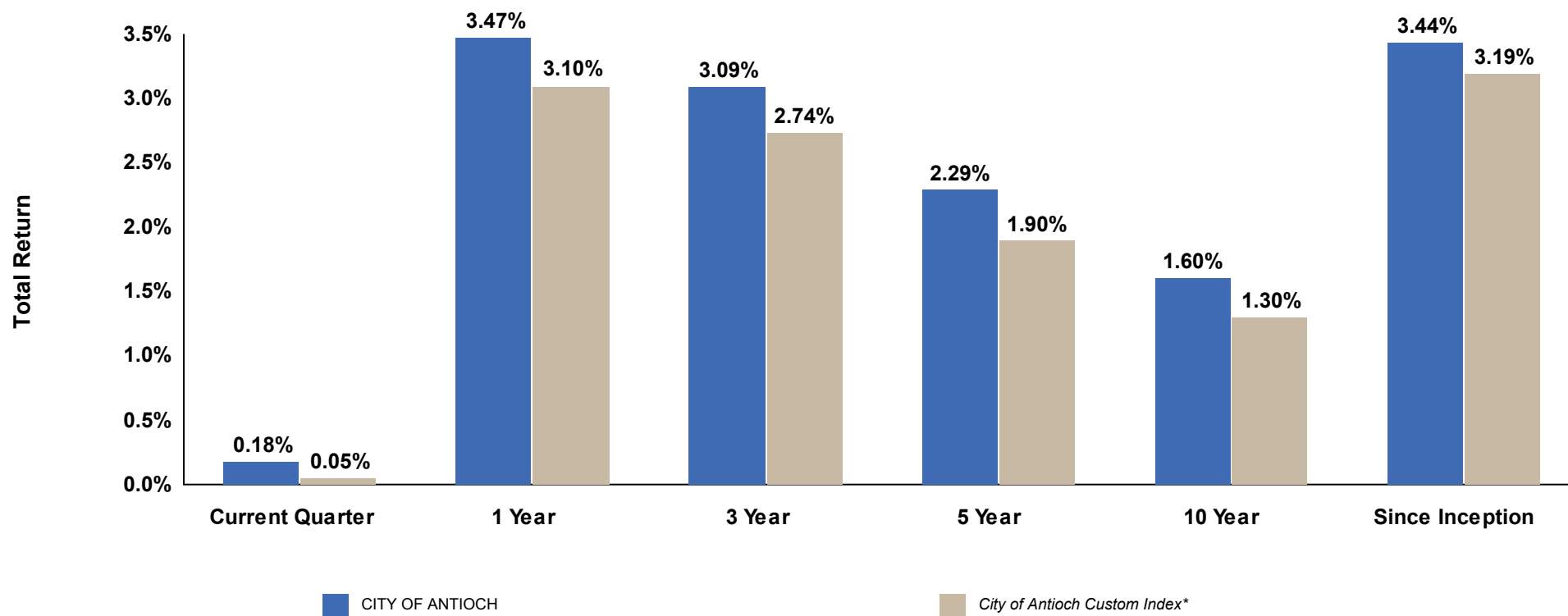
Sector	December 31, 2020		September 30, 2020		June 30, 2020		March 31, 2020	
	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total
U.S. Treasury	31.1	33.1%	35.4	37.6%	36.1	40.4%	44.2	50.3%
Federal Agency/GSE	21.1	22.4%	16.4	17.5%	11.1	12.5%	3.3	3.7%
Corporate	16.3	17.3%	16.1	17.2%	17.8	20.0%	16.4	18.7%
Asset-Backed	12.1	12.8%	13.6	14.4%	12.9	14.5%	12.4	14.0%
Certificate of Deposit	6.6	7.1%	7.4	7.9%	6.7	7.6%	7.4	8.4%
Municipal	3.5	3.8%	2.3	2.4%	1.4	1.6%	0.9	1.0%
Federal Agency/CMO	2.0	2.1%	2.1	2.3%	2.3	2.6%	2.4	2.7%
Supra-Sov / Supra-Natl Agency	1.3	1.4%	0.7	0.7%	0.7	0.8%	1.1	1.2%
<b>Total</b>	<b>\$94.1</b>	<b>100.0%</b>	<b>\$94.0</b>	<b>100.0%</b>	<b>\$89.1</b>	<b>100.0%</b>	<b>\$88.1</b>	<b>100.0%</b>



Detail may not add to total due to rounding.

## Portfolio Performance (Total Return)

Portfolio/Benchmark	Effective Duration	Current Quarter	Annualized Return				
			1 Year	3 Year	5 Year	10 Year	Since Inception (06/30/95)
CITY OF ANTIOCH	1.88	0.18%	3.47%	3.09%	2.29%	1.60%	3.44%
City of Antioch Custom Index*	1.83	0.05%	3.10%	2.74%	1.90%	1.30%	3.19%
Difference		0.13%	0.37%	0.35%	0.39%	0.30%	0.25%



\*The City's Benchmark is the ICE BofAML 1-3 Year U.S. Treasury Index as of February 28, 2011. Prior to February 28, 2011, the City's benchmark was the ICE BofAML 1-Year U.S. Treasury Index as of September 30, 2010. Prior to September 30, 2010, the City's benchmark was the 1-3 Year U.S. Treasury Index as of June 30, 2002. Prior to June 30, 2002, the City's benchmark was the 1-Year Treasury Note as of June 30, 2001. Prior to June 30, 2001, the City's benchmark was the ICE BofAML 1-Year Treasury Bill.

**Portfolio Earnings**  
**Quarter-Ended December 31, 2020**

	<b>Market Value Basis</b>	<b>Accrual (Amortized Cost) Basis</b>
<b>Beginning Value (09/30/2020)</b>	\$93,983,373.46	\$92,133,606.19
<b>Net Purchases/Sales</b>	\$300,012.68	\$300,012.68
<b>Change in Value</b>	(\$201,199.42)	\$247,998.22
<b>Ending Value (12/31/2020)</b>	\$94,082,186.72	\$92,681,617.09
<b>Interest Earned</b>	\$374,614.12	\$374,614.12
<b>Portfolio Earnings</b>	\$173,414.70	\$622,612.34



## Fixed Income Sector Outlook – January 2021

Sector	Our Investment Preferences	Comments
<b>COMMERCIAL PAPER / CD</b>		<ul style="list-style-type: none"> <li>Credit spreads have tightened 5-10 basis points across the curve as year-end volatility has subsided. Select issuers may offer fixed paper at about 15 basis points to comparable-maturity Treasuries in 6- to 12-month maturities.</li> </ul>
<b>TREASURIES</b>		
<b>T-Bill</b>		<ul style="list-style-type: none"> <li>The T-Bill curve is very flat; however, the sector remains attractive relative to agency discount notes. Bill supply is expected to decline in 2021, but additional fiscal stimulus may offset the reduction.</li> </ul>
<b>T-Note</b>		<ul style="list-style-type: none"> <li>Yields have repriced higher, more notably in longer tenors, with the outcome of the Georgia Senate Election and additional fiscal stimulus. Market-based measures of inflation expectations climbed above 2.0% for the first time since 2018.</li> </ul>
<b>FEDERAL AGENCIES</b>		
<b>Bullets</b>		<ul style="list-style-type: none"> <li>Federal agency bullet spreads continue to tighten, erasing most of the relative value in the sector. Potentially higher rates and lighter supply will likely pressure spreads. There may be opportunities to reduce allocations of bonds trading at or through comparable-maturity Treasuries. Attractive new issues will continue to be evaluated.</li> </ul>
<b>Callables</b>		<ul style="list-style-type: none"> <li>New issue callable levels are low, leaving spreads near historic tight. There may be value in longer-maturity, longer lock-out structures for some accounts.</li> </ul>
<b>SUPRANATIONALS</b>		<ul style="list-style-type: none"> <li>Supranational spreads started the year unchanged, but the new issue pipeline has opened across the curve. Given the expected increased supply, there will likely be attractive new issue opportunities.</li> </ul>
<b>CORPORATES</b>		
<b>Financials</b>		<ul style="list-style-type: none"> <li>Spreads on high-quality corporate bonds have reached new tight as investors looked forward to further economic recovery in 2021. The expiration of the Fed's corporate facilities may leave credit markets exposed to higher volatility than during the second half of 2020, although lax monetary policy will remain supportive of the sector.</li> </ul>
<b>Industrials</b>		<ul style="list-style-type: none"> <li>Companies that borrowed heavily during 2020 warrant closer scrutiny to ensure that management prioritizes balance sheet repair over M&amp;A or share buybacks. Overall, we remain cautious on the sector and are well-positioned to take advantage of opportunities should spreads widen.</li> </ul>
<b>SECURITIZED</b>		
<b>Asset-Backed</b>		<ul style="list-style-type: none"> <li>ABS spreads are tighter month-over-month and are approaching the record lows of early 2020 on the back of strong collateral performance and better-than-expected macro economic data. Further spread compression from current levels is likely limited. We expect a healthy level of new issuance in January.</li> </ul>
<b>Agency Mortgage-Backed</b>		<ul style="list-style-type: none"> <li>The Fed continues "to support the smooth functioning" of the MBS market through its ongoing purchase program. Spreads are narrow, especially in the lower coupons. Expectations are that prepayments will slow modestly in the coming months but remain elevated relative to historic standards.</li> </ul>
<b>Agency CMBS</b>		<ul style="list-style-type: none"> <li>Strong demand has led to CMBS outperformance as spreads tightened, leaving valuations stretched. Multifamily fundamentals remain challenged in certain markets.</li> </ul>
<b>MUNICIPALS</b>		<ul style="list-style-type: none"> <li>Taxable supply will begin to ramp up at the start of the new year, but investor demand will keep spreads contained. Issuers' fiscal positions need to continue to be monitored.</li> </ul>

● Current outlook

○ Outlook one quarter ago

Negative

Slightly Negative

Neutral

Slightly Positive

Positive

## Investment Strategy Outlook

- ◆ As 2020 ends, the uncertainties of 2021 now come into focus. Significant central bank intervention is expected to continue, and we expect interest rates will remain low for the foreseeable future. The speed of vaccine rollouts will ultimately drive the pace of the anticipated “return to normalcy.” Considering the economic uncertainties that remain, we plan on structuring the portfolio to have a neutral duration relative to the benchmark.
- ◆ Our outlook for major investment-grade sectors includes the following:
  - Agencies: Strong demand for agency bonds has pushed incremental yield spreads in basis points down to single digits. While portfolios currently include larger allocations relative to prior years when spreads were consistently tight to similar-duration Treasuries, holdings for 2021 will be more strategic—reduced holdings of shorter maturities where spreads may be narrower while continuing to participate in attractive longer new issues.
  - Supranationals: Due to collapsed yield spreads, portfolio allocations stand near cyclical lows relative to historical levels. While expectations are tempered in 2021, we remain on the lookout for opportunities to add income relative to Treasuries and agencies, especially if issuance picks up in the first quarter of 2021 as forecasted.
  - Corporates: Continued economic recovery, vaccine rollouts, and supportive monetary policies around the world serve as primary tailwinds. Due to incremental income potential, corporates will remain a core, long-term holding. Modestly reduced allocations may provide “dry powder” to add to the sector should spreads widen. This may be challenging, though, as market demand seems insatiable while issuance is expected to fall from the record new supply seen in 2020.
  - Asset-Backed Securities (ABS): ABS spreads are on the tighter side of their historical ranges. However, demand for ABS remains elevated as investors look for income return in high-quality sectors. Collateral delinquency rates and net losses may increase over the short term but should remain well within expected performance bands as the economy recovers. For example, used vehicle prices remain elevated, which is a positive for residual and recovery values for auto ABS. We will likely maintain core holdings in the sector while opportunistically investing in new issues in 2021.
  - Agency MBS: The combination of the 10-year Treasury yield below 1%, securities trading at a premium, and elevated refinancing activity creates challenges for the MBS sector. As a result, attractive investment opportunities may be limited. Like in other sectors, however, core allocations will be maintained as MBS can provide incremental income and diversification benefits.
  - Taxable Municipals: We continue to find value in the sector. As a result, we will continue to participate in new high-quality issues and build higher portfolio allocations while the sector remains attractive. Additional fiscal stimulus targeted to state and local governments would be a big credit positive should it occur under the new federal administration.

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**IMPORTANT DISCLOSURES**

This material is based on information obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation. All statements as to what will or may happen under certain circumstances are based on assumptions, some, but not all of which, are noted in the presentation. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Past performance does not necessarily reflect and is not a guaranty of future results. The information contained in this presentation is not an offer to purchase or sell any securities.

- Market values that include accrued interest are derived from closing bid prices as of the last business day of the month as supplied by Refinitiv, Bloomberg, or Telerate. Where prices are not available from generally recognized sources, the securities are priced using a yield based matrix system to arrive at an estimated market value.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns.
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

## GLOSSARY

- **ACCRUED INTEREST:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **AGENCIES:** Federal agency securities and/or Government-sponsored enterprises.
- **AMORTIZED COST:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **BANKERS' ACCEPTANCE:** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **COMMERCIAL PAPER:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **CONTRIBUTION TO DURATION:** Represents each sector or maturity range's relative contribution to the overall duration of the portfolio measured as a percentage weighting. Since duration is a key measure of interest rate sensitivity, the contribution to duration measures the relative amount or contribution of that sector or maturity range to the total rate sensitivity of the portfolio.
- **EFFECTIVE DURATION:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **EFFECTIVE YIELD:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **INTEREST RATE:** Interest per year divided by principal amount and expressed as a percentage.
- **MARKET VALUE:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.
- **NEGOTIABLE CERTIFICATES OF DEPOSIT:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **PAR VALUE:** The nominal dollar face amount of a security.
- **PASS THROUGH SECURITY:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.

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## GLOSSARY

- **REPURCHASE AGREEMENTS:** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- **SETTLE DATE:** The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- **TRADE DATE:** The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- **UNSETTLED TRADE:** A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- **U.S. TREASURY:** The department of the U.S. government that issues Treasury securities.
- **YIELD:** The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- **YTM AT COST:** The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- **YTM AT MARKET:** The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 9, 2021

**TO:** Honorable Mayor and Members of the City Council

**SUBMITTED BY:** Christina Garcia, CMC, Deputy City Clerk *Cg*

**APPROVED BY:** Nickie Mastay, Administrative Services Director *NM*

**SUBJECT:** City Council Meeting Minutes of January 12, 2021

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### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Meeting Minutes of January 12, 2021.

### **FISCAL IMPACT**

None

### **DISCUSSION**

N/A

### **ATTACHMENT**

None.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 9, 2021

**TO:** Honorable Mayor and Members of the City Council

**SUBMITTED BY:** Christina Garcia, CMC, Deputy City Clerk *Cg*

**APPROVED BY:** Nickie Mastay, Administrative Services Director *NM*

**SUBJECT:** City Council Meeting Minutes of January 26, 2021

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### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Meeting Minutes of January 26, 2021.

### **FISCAL IMPACT**

None

### **DISCUSSION**

N/A

### **ATTACHMENT**

None.





CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
JANUARY 15 - JANUARY 28, 2021  
FUND/CHECK#

**100 General Fund**

***Non Departmental***

00392124	ESP CONTRACTING	SMIP FEE REFUND	12.74
00392190	ANYTIME FITNESS	PAYROLL DEDUCTIONS	39.00
00392211	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
00392217	DIAMOND HILLS SPORT CLUB	PAYROLL DEDUCTIONS	73.00
00392232	LINA	PAYROLL DEDUCTIONS	3,819.21
00392237	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,206.51
00392238	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	962.00
00392242	OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	4,092.00
00392244	PARS	PAYROLL DEDUCTIONS	3,063.79
00392246	PLANET FITNESS	PAYROLL DEDUCTIONS	21.99
00392248	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	1,253.75
00392257	STANTEC CONSULTING SERVICES INC	CONSULTING SERVICES	15,705.25
00392260	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	100.00
00392261	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
00938768	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTIONS	880.00
00938769	ANTIOCH POLICE OFFICERS ASSOCIATION	PAYROLL DEDUCTIONS	22,378.78
00938770	APWEA	PAYROLL DEDUCTIONS	3,805.78
00938777	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	38,217.54
00938781	VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	7,671.66
00938783	NATIONWIDE RETIREMENT SOLUTION	PAYROLL DEDUCTIONS	27,504.90

***City Council***

00392202	BIG SKY LOGOS AND EMBROIDERY	CITY APPAREL	448.91
00392245	PHOTOGRAPHY BY TISH	THORPE/WILSON LOBBY PORTRAITS	1,148.38

***City Attorney***

00392254	SHRED IT INC	SHRED SERVICES	1,053.13
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***City Manager***

00392184	AMBIUS	PLANT SERVICE	234.47
00392188	ANTIOCH ACE HARDWARE	SUPPLIES	59.39
00392251	RIDLEY, JAZMIN K	MILEAGE REIMBURSEMENT	58.24

***City Clerk***

00392185	AMERICAN LEGAL PUBLISHING	ORDINANCE CODIFICATION RENEWAL	749.18
00392219	EIDEN, KITTY J	PROFESSIONAL SERVICES	4,113.75
00392245	PHOTOGRAPHY BY TISH	CITY CLERK LOBBY PORTRAIT	574.19
00392254	SHRED IT INC	SHRED SERVICES	205.32

***City Treasurer***

00392104	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	60.02
00392245	PHOTOGRAPHY BY TISH	CITY TREASURER LOBBY PORTRAIT	574.19

***Human Resources***

00392126	FEDEX	SHIPPING	153.76
00392149	OFFICE DEPOT INC	OFFICE SUPPLIES	257.97
00392254	SHRED IT INC	SHRED SERVICES	410.62
00938772	DELL COMPUTER CORP	COMPUTER EQUIPMENT	1,997.99

***Economic Development***

00392147	NATELSON DALE GROUP INC, THE	CONSULTING SERVICES	5,325.00
00392159	SAN FRANCISCO BUSINESS TIMES	MEDIA	11,100.00



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
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00392267	VERIZON WIRELESS	DATA SERVICES	51.75
<b>Finance Administration</b>			
00392104	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	200.00
<b>Finance Accounting</b>			
00392104	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	760.00
00392254	SHRED IT INC	SHRED SERVICES	205.31
<b>Finance Operations</b>			
00392104	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	125.00
00392156	QUADIENT LEASING USA INC	POSTAGE METER LEASE	1,025.65
<b>Non Departmental</b>			
00392104	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	225.97
<b>Public Works Administration</b>			
00392097	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	150.00
00392267	VERIZON WIRELESS	DATA SERVICES	38.01
<b>Public Works Street Maintenance</b>			
00392097	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	177.01
00392188	ANTIOCH ACE HARDWARE	TOOLS	65.60
00392267	VERIZON WIRELESS	DATA SERVICES	76.02
00938779	RSM DESIGN	PROFESSIONAL SERVICES	8,726.08
<b>Public Works-Signal/Street Lights</b>			
00392151	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	6,726.67
00392164	STATE OF CALIFORNIA	TRAFFIC SIGNAL MAINTENANCE	4,112.21
00392199	AT AND T MOBILITY	DATA SERVICES	75.38
<b>Public Works-Facilities Maintenance</b>			
00392097	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	819.22
00392137	HOME DEPOT, THE	SUPPLIES	1,216.78
00392151	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	10,308.17
00392186	AMERICAN PLUMBING INC	REPAIR SERVICES	303.51
00392189	ANTIOCH AUTO PARTS	REPAIR PARTS	49.79
00392208	COMCAST	CONNECTION SERVICES	110.05
00392240	OFFICE DEPOT INC	OFFICE SUPPLIES	303.87
00392267	VERIZON WIRELESS	DATA SERVICES	38.01
00938765	RED WING SHOE STORE	SAFETY SHOES - J MARTINEZ	300.00
<b>Public Works-Parks Maint</b>			
00392097	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	180.00
00392151	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,043.12
00392166	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	685.00
00392183	ALTA FENCE	REPAIR SERVICES	739.00
00392188	ANTIOCH ACE HARDWARE	SUPPLIES	75.44
00392270	WATERSAVERS IRRIGATION	IRRIGATION PARTS	3,752.10
00938766	SITEONE LANDSCAPE SUPPLY HOLDING	SUPPLIES	6,918.25
<b>Public Works-Median/General Land</b>			
00392137	HOME DEPOT, THE	SUPPLIES	915.80
00392151	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,857.85
00392174	WATERSAVERS IRRIGATION	IRRIGATION PARTS	669.11
00392188	ANTIOCH ACE HARDWARE	GARBAGE CANS	68.45
00392198	AT AND T MCI	CONNECTION SERVICES	302.82



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
JANUARY 15 - JANUARY 28, 2021  
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00938766	SITEONE LANDSCAPE SUPPLY HOLDING	SUPPLIES	2,088.83
<b>Police Administration</b>			
00392089	A AND M TOWING	TOW	80.00
00392093	AMIRI, MORTEZA	TRAINING PER DIEM	330.00
00392096	ARROWHEAD 24 HOUR TOWING INC	TOW SERVICES-EVIDENCE	6,480.50
00392098	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	658.20
00392099	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,747.54
00392100	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	5,419.23
00392101	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,602.55
00392107	BORG, THOMAS	TRAINING PER DIEM	330.00
00392110	CALIFORNIA SURVEYING & DRAFTING	SUPPLIES	630.85
00392111	CALIFORNIA SURVEYING & DRAFTING	SUPPLIES	116.22
00392112	CHANG, THEODORE	TRAINING PER DIEM	710.00
00392118	CRUMP INVESTIGATIONS	PROFESSIONAL SERVICES	3,219.70
00392120	CRYSTAL CLEAR LOGOS INC	SWAT UNIFORMS	753.83
00392125	FACHNER, DANIEL E	TRAINING PER DIEM	330.00
00392129	GALLS LLC	UNIFORMS	4,076.03
00392130	GEIS, RYAN A	TRAINING PER DIEM	330.00
00392131	GONZALEZ, ADRIAN E	MEAL ALLOWANCE	57.50
00392134	HAMILTON, JUSTIN MATTHEW	TRAINING PER DIEM	710.00
00392138	HOPWOOD, DANIEL JOHN	TRAINING PER DIEM	330.00
00392144	LC ACTION POLICE SUPPLY	SUPPLIES	566.22
00392148	NET TRANSCRIPTS	TRANSCRIPTION	934.46
00392149	OFFICE DEPOT INC	OFFICE SUPPLIES	1,543.91
00392154	PADILLA, BEN C	TRAINING PER DIEM	710.00
00392172	VIGIL JR, JOSEPH	TRAINING PER DIEM	284.00
00392175	ZEPHYR GRAFX INC	UNIFORMS	2,097.91
00392182	ALL PRO PRINTING SOLUTIONS	PRINTING SERVICES	2,523.24
00392193	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	1,500.00
00392201	BARNETT MEDICAL SERVICES INC	BIO HAZARD	165.00
00392206	CLONINGER, NAHLEEN R	EXPENSE REIMBURSEMENT	25.55
00392207	COMBINED SYSTEMS INC	SUPPLIES	188.90
00392214	CRYSTAL CLEAR LOGOS INC	UNIFORMS	150.44
00392216	DIABLO VALLEY EMBOSSEING INC	BUSINESS CARDS	1,213.65
00392220	FERNANDES AUTO WRECKING & TOWING	TOWING SERVICES	1,500.00
00392226	KENDALL, PRICE JULIUS	TRAINING PER DIEM	198.00
00392240	OFFICE DEPOT INC	MAILROOM SUPPLIES	232.11
00392241	ON SCENE EVENT MEDICAL SERVICES	AED SUPPLIES	3,177.69
00392255	SOURCING GROUP, THE	FORMS PRINTING	366.56
<b>Police Community Policing</b>			
00392099	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	360.00
00392105	BHALLA SERVICES INC	CAR WASHES	847.00
00392140	HUNT AND SONS INC	GAS	227.11
00392163	SP PLUS CORPORATION	PARKING SERVICES	14,068.85
00392192	ARK PET HOSPITAL INC, THE	VETERINARY SERVICES	170.76
00392256	SP PLUS CORPORATION	PARKING SERVICES	14,068.85



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
JANUARY 15 - JANUARY 28, 2021  
FUND/CHECK#

**Police Investigations**

00392158	SAM CLAR OFFICE FURNITURE	EVIDENCE FURNITURE	555.21
00392162	SEROLOGICAL RESEARCH INSTITUTE	DNA EVIDENCE	3,000.00
00392210	CONTRA COSTA COUNTY	EXTRADITION	445.00
00392253	SEROLOGICAL RESEARCH INSTITUTE	DNA EVIDENCE	2,650.00

**Police Special Operations Unit**

00392127	FIRESTONE COMPLETE AUTO CARE	VEHICLE SERVICE	209.94
00392169	TOYOTA FINANCIAL SERVICES	VEHICLE LEASE	599.36

**Police Communications**

00392115	COMCAST	CONNECTION SERVICES	3,089.41
00392117	COMCAST	CONNECTION SERVICES	310.05
00392152	PACIFIC TELEMAGEMENT SERVICES	PAY PHONE	78.00
00392153	PACIFIC TELEMAGEMENT SERVICES	PAY PHONE	78.00
00392161	SENCOMMUNICATIONS INC	HEADSETS/BATTERY PACKS	2,289.00
00392171	VERIZON WIRELESS	VEHICLE MODEMS	2,774.73
00392180	AEROTEK INC	DATA 911 MAINTENANCE	270.00
00938760	AMERICAN TOWER CORPORATION	RADIO TOWER	249.25

**Office Of Emergency Management**

00392114	COLE SUPPLY CO INC	SUPPLIES	1,146.25
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**Police Facilities Maintenance**

00392135	HANSON FITCH TEMPORARY SITE SVCS	PORTABLE RESTROOM RENTAL	815.85
00392151	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	20,489.74
00392168	TMC SHOOTING RANGE SPECIALIST INC	RANGE MAINTENANCE	2,550.00
00392252	ROCHESTER MIDLAND CORP	RESTROOM SERVICES	1,629.84
00938762	CLUB CARE INC	GYM MAINTENANCE	225.00

**Community Development Land Planning Services**

00392103	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	40.00
00392124	ESP CONTRACTING	GP MAINT FEE REFUND	53.85

**CD Code Enforcement**

00392103	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	55.12
00392109	CACEO	TRAINING	598.00
00392266	VACANT PROPERTY SECURITY LLC	SECURITY SYSTEM	826.41

**PW Engineer Land Development**

00392097	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	223.83
00392149	OFFICE DEPOT INC	OFFICE SUPPLIES	323.05

**Community Development Building Inspection**

00392103	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	182.22
00392119	CRYSTAL CLEAR LOGOS INC	UNIFORMS	194.57
00392122	EAGLE BUSINESS FORMS INC	BUILDING PERMIT FORMS	495.45
00392124	ESP CONTRACTING	TECHNOLOGY FEE REFUND	523.40
00392150	OFFICE TEAM	TEMP SERVICES	2,954.56
00392176	4LEAF INC	PLAN REVIEW SERVICES	68,414.96
00392212	CORTEZ, JOSE	EXPENSE REIMBURSEMENT	20.00
00392234	LOPEZ, TAYLOR M	SAFETY SHOE REIMBURSEMENT	229.32

**Capital Imp. Administration**

00392149	OFFICE DEPOT INC	OFFICE SUPPLIES	51.54
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**213 Gas Tax Fund**

**Streets**

00392106	BOETHING TREELAND FARMS	SUPPLIES	6,984.49
00392151	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	34,934.54
00392263	TJKM TRANSPORTATION CONSULTANTS	CONSULTING SERVICES	7,469.20
00938774	JJR CONSTRUCTION INC	PROJECT EXPENDITURE	227,863.00

**214 Animal Control Fund**

**Animal Control**

00392090	AIRGAS USA LLC	OXYGEN TANK	198.67
00392123	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	180.00
00392136	HILLS PET NUTRITION	ANIMAL FOOD	148.16
00392146	MWI VETERINARY SUPPLY CO	VETERINARY SUPPLIES	1,500.65
00392149	OFFICE DEPOT INC	OFFICE SUPPLIES	322.82
00392151	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,078.41
00392181	AIRGAS USA LLC	OXYGEN TANKS	60.70
00392230	KOEFRAN SERVICES INC	CREMATION SERVICES	1,850.00
00392239	MWI VETERINARY SUPPLY CO	VETERINARY SUPPLIES	1,385.49
00392258	STARLINE SUPPLY COMPANY	OPERATING SUPPLIES	425.64
00938775	MOBILE MINI LLC	STORAGE	130.96

**219 Recreation Fund**

**Non Departmental**

00392262	TAYS, MARIA	RENTAL DEPOSIT REFUND	500.00
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**Nick Rodriguez Community Cent**

00392151	PACIFIC GAS AND ELECTRIC CO	GAS	1,770.31
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**Senior Programs**

00392102	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	334.23
00392151	PACIFIC GAS AND ELECTRIC CO	GAS	1,180.19

**Recreation Sports Programs**

00392151	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,263.14
00392247	PONCE, LILLIAN A	YOUTH BASKETBALL REFUND	105.00

**Recreation-Comm Center**

00392102	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	180.15
00392115	COMCAST	CONNECTION SERVICES	50.01
00392178	ADT COMMERCIAL	ALARM MONITORING	300.00
00392179	ADT COMMERCIAL	ALARM MONITORING	448.75
00392194	ASCAP	LICENSE FEE	1,175.00
00392197	AT AND T MCI	PHONE	66.72
00392215	CURLEY, LESLIE ANN	REFUND	94.40
00392267	VERIZON WIRELESS	DATA SERVICES	38.01

**Recreation Water Park**

00392102	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	408.00
00392151	PACIFIC GAS AND ELECTRIC CO	GAS	14,155.59
00392208	COMCAST	CONNECTION SERVICES	96.99
00392229	KNORR SYSTEMS INC	CHEMICALS	1,054.60
00392249	RED CROSS STORE	RED CROSS TRAINING FEE	38.00
00392265	UNIVAR SOLUTIONS USA INC	CHEMICALS	1,648.50



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<b>222</b>	<b>Measure C/J Fund</b>		
<b>Streets</b>			
00392209	CONSTRUCTION TESTING SERVICES	CHECK REPLACEMENT	265.00
00938774	JJR CONSTRUCTION INC	PROJECT EXPENDITURE	289,765.00
<b>229</b>	<b>Pollution Elimination Fund</b>		
<b>Channel Maintenance Operation</b>			
00392200	ATLANTIS DIVING AND SALVAGE CO	INSPECTION SERVICES	2,500.00
<b>251</b>	<b>Lone Tree SLLMD Fund</b>		
<b>Lonetree Maintenance Zone 1</b>			
00392151	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	835.27
00392167	TERRACARE ASSOCIATES	TURF MOWING	346.20
<b>Lonetree Maintenance Zone 2</b>			
00392151	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	722.44
<b>Lonetree Maintenance Zone 4</b>			
00392167	TERRACARE ASSOCIATES	TURF MOWING	553.92
<b>252</b>	<b>Downtown SLLMD Fund</b>		
<b>Downtown Maintenance</b>			
00392151	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	393.47
00392167	TERRACARE ASSOCIATES	TURF MOWING	346.20
00938763	ICR ELECTRICAL CONTRACTORS	PROFESSIONAL SERVICES	549.80
<b>253</b>	<b>Almondridge SLLMD Fund</b>		
<b>Almondridge Maintenance</b>			
00392151	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	225.34
<b>254</b>	<b>Hillcrest SLLMD Fund</b>		
<b>Hillcrest Maintenance Zone 1</b>			
00392151	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	828.58
00392167	TERRACARE ASSOCIATES	TURF MOWING	900.12
<b>Hillcrest Maintenance Zone 2</b>			
00392151	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	789.84
00392167	TERRACARE ASSOCIATES	TURF MOWING	1,232.48
<b>Hillcrest Maintenance Zone 4</b>			
00392151	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	712.31
00392167	TERRACARE ASSOCIATES	TURF MOWING	692.40
<b>255</b>	<b>Park 1A Maintenance District Fund</b>		
<b>Park 1A Maintenance District</b>			
00392151	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	124.10
00392167	TERRACARE ASSOCIATES	TURF MOWING	900.12
<b>256</b>	<b>Citywide 2A Maintenance District Fund</b>		
<b>Citywide 2A Maintenance Zone 3</b>			
00392151	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	83.32
00392167	TERRACARE ASSOCIATES	TURF MOWING	13.84
<b>Citywide 2A Maintenance Zone 4</b>			
00392151	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	369.19
<b>Citywide 2A Maintenance Zone 5</b>			
00392151	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	612.39
<b>Citywide 2A Maintenance Zone 6</b>			
00392151	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	252.36





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00392167	TERRACARE ASSOCIATES	TURF MOWING	830.88
<b>Citywide 2A Maintenance Zone 8</b>			
00392167	TERRACARE ASSOCIATES	TURF MOWING	69.24
<b>Citywide 2A Maintenance Zone 9</b>			
00392151	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	514.85
00392167	TERRACARE ASSOCIATES	TURF MOWING	207.72
<b>Citywide 2A Maintenance Zone10</b>			
00392151	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	145.81
<b>257 SLLMD Administration Fund</b>			
<b>SLLMD Administration</b>			
00392137	HOME DEPOT, THE	SUPPLIES	287.66
00392167	TERRACARE ASSOCIATES	TURF MOWING	830.88
00392197	AT AND T MCI	PHONE	103.22
00392267	VERIZON WIRELESS	DATA SERVICES	76.02
<b>376 Lone Diamond Fund</b>			
<b>Assessment District</b>			
00392205	CENTRAL SELF STORAGE ANTIOCH	STORAGE	317.00
<b>569 Vehicle Replacement Fund</b>			
<b>Equipment Maintenance</b>			
00392091	ALL STAR FORD	NEW VEHICLE	86,223.39
<b>570 Equipment Maintenance Fund</b>			
<b>Non Departmental</b>			
00392104	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	613.51
00392139	HUNT AND SONS INC	FUEL	20,968.06
<b>Equipment Maintenance</b>			
00392097	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	783.17
00392151	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	639.86
00392155	PHILS DIESEL CLINIC INC	PROFESSIONAL SERVICES	418.00
00392188	ANTIOCH ACE HARDWARE	SUPPLIES	9.81
00392189	ANTIOCH AUTO PARTS	AUTO PARTS	461.90
00392193	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	225.00
00392203	BILL BRANDT FORD	MAINTENANCE SERVICES	1,487.10
00392213	CRESO EQUIPMENT RENTALS	REPAIR PARTS	55.72
00392221	FURBER SAW INC	REPAIR PARTS	262.80
00392224	HARLEY DAVIDSON	REPAIR PARTS	703.57
00392231	LES SCHWAB TIRES OF CALIFORNIA	MAINTENANCE SERVICES	56.61
00392236	MUNICIPAL MAINT EQUIPMENT INC	REPAIR PARTS	766.70
00392243	OREILLY AUTO PARTS	AUTO PARTS	463.10
00392264	TRED SHED, THE	AUTO PARTS	3,069.66
00392267	VERIZON WIRELESS	DATA SERVICES	38.01
00392268	WALNUT CREEK FORD	AUTO PARTS	3,599.56
00392271	WINTER CHEVROLET CO	VEHICLE PARTS	118.28
00938764	PETERSON TRACTOR CO	MAINTENANCE SERVICES	899.90
<b>573 Information Services Fund</b>			
<b>Non Departmental</b>			
00392104	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,212.73



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**Network Support & PCs**

00392092	AMERICAN MESSAGING	PAGING SERVICES	41.93
00392115	COMCAST	CONNECTION SERVICES	1,648.22
00392116	COMCAST	CONNECTION SERVICES	316.36
00392187	AMS DOT NET INC	SUPPORT SERVICES	1,296.87
00392227	KIS	MAINTENANCE SERVICES	6,745.00
00938767	ALTURA COMMUNICATION SOLUTIONS	SUPPORT SERVICES	9,975.00
00938778	ODIN SYSTEMS INC	NETWORK SWITCH REPLACEMENT	3,291.63

**Telephone System**

00392195	AT AND T MCI	LONG DISTANCE LINES	340.56
00392197	AT AND T MCI	PHONE	795.97
00938759	ALTURA COMMUNICATION SOLUTIONS	CONFIGURATION SERVICES	10,937.50

**GIS Support Services**

00392137	HOME DEPOT, THE	SUPPLIES	132.33
00938773	DIGITAL SERVICES	GIS SERVICES	1,302.11

**Office Equipment Replacement**

00392254	SHRED IT INC	DESTRUCTION SERVICES	4,928.88
00938771	COMPUTERLAND	SUPPLIES	411.60

**578 Post Retirement Medical-Misc Fund**

**Non Departmental**

00938782	RETIREE	MEDICAL AFTER RETIREMENT	566.38
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**579 Post Retirement Medical-Mgmt Fund**

**Non Departmental**

00938776	RETIREE	MEDICAL AFTER RETIREMENT	206.97
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**611 Water Fund**

**Non Departmental**

00392094	ANTIOCH AUTO PARTS	SUPPLIES	137.33
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**Water Supervision**

00392267	VERIZON WIRELESS	DATA SERVICES	152.04
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**Water Production**

00392095	ARAMARK UNIFORM SERVICES	PROFESSIONAL SERVICES	66.59
00392097	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	165.00
00392108	BORGES AND MAHONEY	SUPPLIES	297.81
00392113	CITY OF BRENTWOOD	GROUNDWATER SUPPORT	10,080.32
00392128	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	110.56
00392132	HACH CO	EQUIPMENT	1,686.29
00392133	HAGGARD, WILLIAM T	EXPENSE REIMBURSEMENT	100.00
00392142	KAPSCH TRAFFICOM USA INC	PROFESSIONAL SERVICES	8,710.00
00392143	KARL NEEDHAM ENTERPRISES INC	EQUIPMENT RENTAL	21,725.64
00392151	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	132,818.22
00392157	ROBINS LOCK AND KEY	SUPPLIES	370.50
00392160	SECO CONTROLS LLC	SOFTWARE	1,328.98
00392165	SWRCB	WATER SYSTEM ANNUAL FEES	69,477.51
00392170	UNIVAR SOLUTIONS USA INC	CHEMICALS	11,369.02
00392173	VILLASANA, LAURA ALBIDRESS	EMPLOYEE REIMBURSEMENT	75.00
00392188	ANTIOCH ACE HARDWARE	EQUIPMENT	195.94
00392191	ARAMARK UNIFORM SERVICES	PROFESSIONAL SERVICES	66.59





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00392196	AT AND T MCI	PHONE	33.36
00392197	AT AND T MCI	PHONE	100.08
00392222	GUALCO GROUP INC, THE	PROFESSIONAL SERVICES	4,000.00
00392223	HACH CO	LAB SUPPLIES	2,181.29
00392250	REINHOLDT ENGINEERING CONSTR	INSPECTION SERVICES	2,232.70
00392267	VERIZON WIRELESS	DATA SERVICES	38.01
00392269	WALTER BISHOP CONSULTING	PROFESSIONAL SERVICES	9,100.00
00938764	PETERSON TRACTOR CO	GENERATOR SERVICE	12,611.62
00938765	RED WING SHOE STORE	SAFETY SHOES - GARY FOSTER	250.00
<b>Water Distribution</b>			
00392097	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	524.47
00392115	COMCAST	CONNECTION SERVICES	889.41
00392121	DELTA DIABLO	RECYCLED WATER	16,574.00
00392145	MT DIABLO LANDSCAPE CENTERS INC	CONCRETE MIX	138.06
00392188	ANTIOCH ACE HARDWARE	EQUIPMENT	172.69
00392240	OFFICE DEPOT INC	OFFICE SUPPLIES	61.17
00392267	VERIZON WIRELESS	DATA SERVICES	418.11
00938761	BADGER METER INC	WATER METER AND METER PARTS	9,108.37
00938775	MOBILE MINI LLC	STORAGE CONTAINER	348.56
<b>Public Buildings &amp; Facilities</b>			
00392121	DELTA DIABLO	CAPITAL FACILITY CHARGE	4,189.88
00392174	WATERSAVERS IRRIGATION	IRRIGATION PARTS	1,748.18
00392204	BROWN AND CALDWELL INC	PROFESSIONAL SERVICES	57,844.18
00392228	KLEINFELDER INC	TESTING SERVICES	2,007.25
<b>621</b>	<b>Sewer Fund</b>		
<b>Swr-Wastewater Administration</b>			
00392097	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	385.62
00392115	COMCAST	CONNECTION SERVICES	889.41
00392141	JEFFERSON, PHILLIP J	EXPENSE REIMBURSEMENT	91.00
00392151	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	461.74
00392177	ACP INTERNATIONAL	STORM BUTTONS	2,575.03
00392218	EBMUD	LICENSE FEE	1,210.80
00392225	JACK DOHENY SUPPLIES INC	SUPPLIES	109.25
00392233	LOONEY, ZACHARY MICHAEL	EXPENSE REIMBURSEMENT	91.00
00392235	MT DIABLO LANDSCAPE CENTERS INC	MATERIALS	245.72
00392240	OFFICE DEPOT INC	OFFICE SUPPLIES	354.57
00392267	VERIZON WIRELESS	DATA SERVICES	304.08
00938780	SCOTTO, CHARLES W AND DONNA F	BUILDING LEASE	5,000.00
<b>631</b>	<b>Marina Fund</b>		
<b>Non Departmental</b>			
00392259	STATE BOARD OF EQUALIZATION	SALES TAX REMITTANCE	648.00
<b>Marina Administration</b>			
00392151	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	4,306.82

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of February 9, 2021  
**TO:** Honorable Mayor and Members of the City Council  
**SUBMITTED BY:** Thomas Lloyd Smith, City Attorney *TLS*  
**SUBJECT:** REJECTION OF CLAIM: LENORA MCCALL

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**RECOMMENDED ACTION**

It is recommended that the City Council reject the claim submitted by Lenora McCall.

If the City Council desires to discuss this matter, the City Attorney will schedule a future closed session.

**ATTACHMENTS**

None.

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of February 9, 2021

**TO:** Honorable Mayor and Members of the City Council

**SUBMITTED BY:** John Samuelson, Public Works Director/City Engineer JS

**SUBJECT:** Eighth Amendment to the Consultant Service Agreement for Professional Services with Walter Bishop Consulting

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving the eighth amendment to the Consultant Service Agreement ("Agreement") with Walter Bishop Consulting ("WBC") to provide support to the City on water rights issues, and to assist in the management of the Brackish Water Desalination Project ("Project") which increases the contract by \$88,000 for a total contract amount of \$496,000 and extends the term of the Agreement to December 31, 2021; and
2. Authorizing and directing the City Manager or designee to execute the eighth amendment to the Agreement with WBC in a form approved by the City Attorney.

**FISCAL IMPACT**

Adoption of this resolution will increase the existing contract with WBC by \$88,000 for a total contract amount of \$496,000. Funding for these professional services are included in the fiscal year 2020/21 Water Enterprise Fund budget.

**DISCUSSION**

Walter Bishop has a long history of being an industry leader in the area of water, specifically in the State of California and our region. During his tenure as General Manager of Contra Costa Water District, Mr. Bishop's vision and expertise in negotiations led to the permitting and construction of the Los Vaqueros Reservoir. Since 2013, Mr. Bishop has been a member of the City's water rights' consultant team. Mr. Bishop provides Antioch with key advice and strategy for issues related to protecting the City's water rights, including support for the Brackish Water Desalination Project.

Staff is recommending an amendment to WBC's Agreement to include continued support to the City on water rights issues, participation in discussions with the State pertaining to the City's intake and delta water supply and continued assistance in the construction management of the Brackish Water Desalination Project.

**ATTACHMENTS**

A: Resolution

B: Amendment No. 8 to the Consultant Service Agreement

**ATTACHMENT "A"**

**RESOLUTION NO. 2021/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING  
THE EIGHTH AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT AND  
AUTHORIZING AND DIRECTING THE CITY MANAGER OR DESIGNEE TO  
EXECUTE THE EIGHTH AMENDMENT TO THE AGREEMENT WITH WALTER  
BISHOP CONSULTING**

**WHEREAS**, on May 13, 2013, Walter Bishop Consulting ("WBC") entered into an agreement for Professional Consulting Services ("Agreement") to assist in negotiations for the City's Water Rights in the amount of \$10,000;

**WHEREAS**, on January 7, 2014, City amended the Agreement in the amount of \$15,000 bringing the total compensation to an amount not to exceed \$25,000;

**WHEREAS**, on August 7, 2014, City amended the Agreement in the amount of \$20,000.00 bringing the total compensation to an amount not to exceed \$45,000;

**WHEREAS**, on September 8, 2015, City amended the Agreement in the amount of \$50,000 bringing the total compensation to an amount not to exceed \$95,000;

**WHEREAS**, on July 26, 2016, City amended the Agreement in the amount of \$75,000 bringing the total compensation to an amount not to exceed \$170,000;

**WHEREAS**, on January 23, 2018, City amended the Agreement in the amount of \$70,000 bringing the total compensation to an amount not to exceed \$240,000;

**WHEREAS**, on October 23, 2018, City amended the Agreement in the amount of \$84,000 bringing the total compensation to an amount not to exceed \$324,000;

**WHEREAS**, on November 26, 2019, City amended the Agreement in the amount of \$84,000 bringing the total compensation to an amount not to exceed \$408,000;

**WHEREAS**, the City has considered approving the eighth amendment to the Agreement with WBC to provide support to the City on water rights issues, and assist in the management of the Brackish Water Desalination Project ("Project") which increases the contract by \$88,000 for a total contract amount of \$496,000 and extends the term of the Agreement to December 31, 2021; and

**WHEREAS**, the City has considered directing the City Manager to execute the eighth amendment to the Agreement with WBC for the Project.



**RESOLUTION NO. 2021/\*\***

February 9, 2021

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**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby:

1. Approves the eighth amendment to the Agreement with Walter Bishop Consulting ("WBC"), in substantially the form attached as Attachment B to the staff report, to provide support to the City on water rights issues, and assist in the management of the Brackish Water Desalination Project in the amount of \$88,000 for a total contract amount of \$496,000 and extends the contract through December 31, 2021; and
2. Authorizes and directs the City Manager to execute the eighth amendment to the Agreement with WBC in a form approved by the City Attorney.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 9<sup>th</sup> day of February 2021, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**ELIZABETH HOUSEHOLDER  
CITY CLERK OF THE CITY OF ANTIOCH**

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## **ATTACHMENT "B"**

### **AMENDMENT NO. 8 TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

**THIS EIGHTH AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES** is entered into this 9<sup>th</sup> day of February, 2021, by and between the CITY OF ANTIOCH, a municipal corporation ("CITY") and WALTER BISHOP CONSULTING, their address is 18 Amanda Lane, CA 94549 ("Consultant").

#### **RECITALS**

**WHEREAS**, on May 13, 2013, Walter Bishop Consulting, entered into an Agreement for Professional Consulting Services to assist in negotiations for the City's Water Rights ("Agreement") in the amount of \$10,000.00;

**WHEREAS**, on January 27, 2014, City amended the Agreement to increase the compensation for Walter Bishop Consulting for actual costs in the amount of \$15,000.00 bringing the total compensation to an amount not to exceed \$25,000.00;

**WHEREAS**, on August 7, 2014, City amended the Agreement to increase the compensation for Walter Bishop Consulting for actual costs in the amount of \$20,000.00 bringing the total compensation to an amount not to exceed \$45,000.00;

**WHEREAS**, on September 8, 2015, City amended the Agreement to increase the compensation for Walter Bishop Consulting for actual costs in the amount of \$50,000.00 bringing the total compensation to an amount not to exceed \$95,000.00;

**WHEREAS**, on July 26, 2016, City amended the Agreement to increase the compensation for Walter Bishop Consulting for actual costs in the amount of \$75,000.00 bringing the total compensation to an amount not to exceed \$170,000.00;

**WHEREAS**, on January 23, 2018, City amended the Agreement to increase the compensation for Walter Bishop Consulting for actual costs in the amount of \$70,000 bringing the total compensation to an amount not to exceed \$240,000;

**WHEREAS**, on October 23, 2018, City amended the Agreement to increase the compensation for Walter Bishop Consulting for actual costs in the amount of \$84,000 bringing the total compensation to an amount not to exceed \$324,000; and

**WHEREAS**, on November 26, 2019, City amended the Agreement to increase the compensation for Walter Bishop Consulting for actual costs in the amount of \$84,000 bringing the total compensation to an amount not to exceed \$408,000.

**NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:**

**1. Section 1 "SERVICES" the first paragraph shall be amended to read as follows:**

"Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all

technical and professional services including labor, materials, equipment, transportation, supervision, and expertise to provide to City the services described in the Scope of Work attached as Exhibit A to the Agreement, Exhibit A to Amendment No. 1, Exhibit A to Amendment No. 2, Exhibit A to Amendment No. 3, Exhibit A to Amendment No. 4, Exhibit A to Amendment No. 5, Exhibit A to Amendment No. 6, Exhibit A to Amendment No. 7 and Exhibit A to Amendment No. 8 of the Agreement at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and the Exhibits, the Agreement shall prevail.”

**2. Section 1.1 “Term of Services” shall be amended to read as follows:**

“The term of this Agreement shall begin on the date first noted above and shall end on **December 31, 2021**, and Consultant shall complete the work described in Exhibit A to the Agreement, Exhibit A to Amendment No. 1, Exhibit A to Amendment No. 2, Exhibit A to Amendment No. 3, Exhibit A to Amendment No. 4, Exhibit A to Amendment No. 5, Exhibit A to Amendment No. 6, Exhibit A to Amendment No. 7 and Exhibit A to Amendment No. 8 of the Agreement prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8 of the Agreement. The time provided to Consultant to complete the services required by this Agreement shall not affect the City’s right to terminate the Agreement, as provided for in Section 8 of the Agreement.”

**3. Section 2 “COMPENSATION” the first sentence shall be amended to read as follows:**

“CITY hereby agrees to pay Consultant a sum not to exceed **\$496,000**, notwithstanding any contrary indications that may be contained in Consultant’s proposal, for services to be performed and reimbursable costs incurred under this Agreement.”

All other terms and conditions of the Agreement shall remain in full force and effect.

CITY OF ANTIOCH:

WALTER BISHOP CONSULTING

By: \_\_\_\_\_  
Rowland E. Bernal, Jr., City Manager

By: \_\_\_\_\_  
Walter J. Bishop, Owner

ATTEST:

\_\_\_\_\_  
Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas Lloyd Smith, City Attorney

B2



EXHIBIT "A"

# WALTER BISHOP CONSULTING

wallybish@comcast.net

Walter J. Bishop  
Principal

18 Amanda Lane  
Lafayette, CA 94549

mobile:  
925.890.6822

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## City of Antioch 2021 Proposal

The following is the proposed scope of work and estimate of costs for the 2021 calendar year. Sufficient funds exist in the current agreement to continue my work for the remainder of the 2020 calendar year and the beginning of 2021. Please let me know if you need anything else to assist in this matter.

### Scope of Work:

- Review ongoing strategy and legal team's technical work for the new WaterFix.
- Participate in the strategy for SWRCB Hearings on Delta issues.
- Be a member of Antioch's team on follow up issues related to Settlement Agreement with State Attorney General and DWR.
- Work closely with Sacramento Consultant on funding efforts for Brackish Water Project, direct work as necessary on DWR and SWRCB fundings.
- Participate and direct as requested Project Team for Brackish Water Project construction & funding.
- Participate on team for future operations agreement for DDSD Brine disposal.
- Supervise and instruct Samantha Salvia, a member of Antioch Delta/Brackish Water Team.
- Advise City Manager as requested on regional, state and national water issues.
- Advise as requested on water rate issues.

### Cost of Proposal:

- Work will be billed monthly at \$335/hr. which is all inclusive of direct, indirect labor cost, overhead and profit. Expenses will be billed with no markup, and mileage will be at the approved annual IRS rate.
- The estimated budget for a 12-month contract is \$88,000. This is based on an \$8,000/month level of work for 8 months and \$6,000/month level of work for 4 months.

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of February 9, 2021

**TO:** Honorable Mayor and Members of the City Council

**SUBMITTED BY:** Phil Hoffmeister, Administrative Analyst II

**APPROVED BY:** John Samuelson, Public Works Director/City Engineer <sup>JS</sup>

**SUBJECT:** Initiate Preparation of the Street Lighting and Landscape Maintenance District City Engineer's Report for Fiscal Year 2021/2022

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**RECOMMENDED ACTION**

It is recommended the City Council adopt the attached resolution directing the City Engineer to prepare a consolidated Engineer's Report for FY 2021/2022 Street Lighting and Landscape Maintenance District assessments.

**FISCAL IMPACT**

By itself, this action has no impact on the City's finances; if the Council were to decline to adopt the resolution and to abandon the landscaping assessments, impacts on the City's General Fund would be substantial.

**DISCUSSION**

The annual Street Lighting and Landscape Maintenance District proceedings begin with direction from the City Council to prepare the Engineer's Report for the coming fiscal year. The attached resolution accomplishes this but makes no decisions about any matters; it merely instructs the City Engineer to prepare a report for future consideration.

**ATTACHMENT**

A. Resolution

**ATTACHMENT "A"**

**RESOLUTION NO. 2021/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
DIRECTING THE CITY ENGINEER TO PREPARE A CONSOLIDATED ENGINEER'S  
REPORT FOR FY 2021/2022 STREET LIGHTING AND LANDSCAPE  
MAINTENANCE DISTRICT ASSESSMENTS**

**WHEREAS**, Streets and Highways Code §22622 requires the City Council to adopt a resolution describing any proposed new improvements or substantial changes in existing improvements in the various landscape maintenance districts, and to order the City Engineer of work to prepare a report pursuant to the Act; and

**WHEREAS**, there are no significant improvements or substantial changes, other than projects already approved in the City's budget documents or that are scheduled to be accepted from new developments; and

**WHEREAS**, in November of 1996, California's voters adopted Proposition 218, which will affect certain matters involving the upcoming Engineer's report.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council determines that, for the levy of annual assessments of all the landscaping districts, there are no proposed new improvements or substantial changes in existing improvements, other than maintenance of new facilities accepted by the City since the last Engineer's Report or installed through the normal City budget process, and other than those already described in the formation of the districts.

**BE IT FURTHER RESOLVED** that the City Engineer shall prepare and file a consolidated report for all the landscaping districts pursuant to Article 4 (commencing with §22565) of the Streets and Highways Code and the requirements of Proposition 218.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 9<sup>th</sup> day of February 2021, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

**ELIZABETH HOUSEHOLDER  
CITY CLERK OF THE CITY OF ANTIOCH**

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of February 9, 2021

**TO:** Honorable Mayor and Members of the City Council

**SUBMITTED BY:** Shaun Connelly, Distribution Superintendent

**APPROVED BY:** John Samuelson, Public Works Director/City Engineer<sup>ss</sup>

**SUBJECT:** Update to the Emergency Declaration for Mitigation and Repairs to the Water Tank Hillside Erosion at the Water Treatment Plant

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**RECOMMENDED ACTION**

It is recommended that the City Council receive this update to the declaration of emergency for mitigation and repairs to the water tank hillside erosion at the Water Treatment Plant.

**FISCAL IMPACT**

None.

**DISCUSSION**

On December 8, 2020, the City Council adopted Resolution No. 2020/181 approving a declaration of emergency for mitigation and repairs to the hillside erosion at the City's Water Treatment Plant (WTP). The emergency project was necessitated by a contractor that damaged the City's one-half million-gallon water tank. As required by Antioch Municipal Code Section 3-4.28.B.2, updates will be provided to the City Council until the repairs are complete.

Staff received the executed agreement from the contractor, Pearson Exploration. The contractor's construction bond, certificate of liability insurance and all other required documentation have been received by the City. Repair work has been delayed as a result of the weather. A temporary staging area for equipment has been established and work will commence as soon as weather allows. As an interim measure, City staff have installed three-foot-tall commercial grade erosion control fencing and will continue to monitor the situation on a regular basis until repairs have been completed.

Staff will invoice the repair costs to the responsible party once the repairs are complete.

**ATTACHMENTS**

None

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of February 9, 2021

**TO:** Honorable Mayor and Members of the City Council

**SUBMITTED BY:** Carlos Zepeda, Deputy Public Works Director

**APPROVED BY:** John Samuelson, Public Works Director/City Engineer <sup>JS</sup>

**SUBJECT:** Execute Agreement with Terracare Associates for Park Maintenance Bid No. 988-0312-19E

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving a Maintenance Services Agreement ("Agreement") with Terracare Associates for Park Maintenance Services, for the contract amount not to exceed \$4,309,799.25 for the period of April 1, 2021 through June 30, 2024 in substantially the form attached as "Attachment C"; and
2. Authorizing the City Manager to execute the Agreement with Terracare Associates for a total amount not to exceed \$4,309,799.25.

**FISCAL IMPACT**

Funding for the parks annual landscape and maintenance contracted services is allocated in the General Fund budget and the Street Light and Landscape Maintenance funds and subject to the biennial budget approval process. The fiscal year contract amounts are show in Attachment B.

The recommended contract amount includes \$200,000 in contingency for unanticipated work and excessive vandalism for the remainder of this fiscal year and for the next three fiscal years remaining on the contract in an amount not to exceed \$800,000 over the contract period of April 1, 2021 to June 30, 2024 per Attachment B.

**DISCUSSION**

On April 23, 2019, the City Council adopted Resolution No. 2019/56 approving the Park Maintenance Bid Award to Del Conte's Landscaping. Since that time, Del Conte has not performed at the level and expectations of the agreement. City Staff have had several meetings with Del Conte to discuss their lack of performance and have issued several deficiency notifications describing where they have been deficient in their maintenance responsibilities. Staff is recommending early termination of this

Agreement as the contractor has failed to improve the quality of their work to meet the contract specifications. If this resolution is approved, Del Conte's landscaping will be served an intent to terminate on February 10, 2021, with a contract end date of March 31, 2021. On April 1, 2021, the contract will be turned over to Terracare Associates utilizing the bid amounts given on April 4, 2019 (Attachment B) which Terracare and Associates have agreed to honor.

This contract provides landscape and maintenance services to the City's 33 public parks as well as the Antioch Water Park and Antioch Community Center (Attachment D). The contract provides for landscape, turf and playground maintenance; irrigation system operation, maintenance and repair; weed control; daily garbage removal; janitorial service to restrooms; minor vandalism repairs; and securing restrooms and parking lot gates.

Public Works staff oversees the contractor's work conducting monthly and follow up inspections of each park to ensure the contract specifications are fulfilled. The park maintenance contract ensures City parks are well maintained, safe and clean for our community and visitors.

Public Works published the Park Maintenance Bid No. 988-0312-19E on March 12, 2019. The bid closed on April 4, 2019. The City received four responsive bids; Del Conte's Landscaping, Inc was the lowest responsible bidder and Terracare Associates was the second lowest bidder.

### **ATTACHMENTS**

- A. Resolution
- B. Bid Tabulation/Annual Contract Amount with Contingency (Revised Version)
- C. Maintenance Services Agreement
- D. Park Map

# **ATTACHMENT "A"**

## **RESOLUTION NO. 2021/\*\***

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AN AGREEMENT WITH TERRACARE ASSOCIATES FOR PARK MAINTENANCE SERVICES FOR A CONTRACT AMOUNT NOT TO EXCEED \$4,309,799.25 FOR THE PERIOD OF APRIL 1, 2021 THROUGH JUNE 30, 2024 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT**

**WHEREAS**, the Park Maintenance Service Agreement ("Agreement") provides services for the City's 33 parks as well as the Antioch Water Park and Community Center;

**WHEREAS**, the Agreement ensures City parks are well maintained, safe and clean for our community and visitors;

**WHEREAS**, the Agreement provides for landscape, turf and playground maintenance, irrigation system operation, weed control, janitorial services, garbage removal, vandalism repairs, and restroom maintenance;

**WHEREAS**, Del Conte's Landscaping has not met the contract specification and will be served an intent to terminate on February 10, 2021, with a contract end date of March 31, 2021;

**WHEREAS**, Terracare Associates was the second lowest bidder for Park Maintenance Bid No. 988-0312-19E and has been chosen as the contractor to take over the City's park maintenance under the terms and pricing of their bid submittal on April 4<sup>th</sup>, 2019; and

**WHEREAS**, the proposed contract includes \$800,000 in contingency for unanticipated work and excessive vandalism.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch does hereby:

1. Approve an Agreement with Terracare Associates for Park Maintenance Services, for the contract amount not to exceed \$4,309,799.25 for the period of April 1, 2021 through June 30, 2024 in substantially the form attached as "Attachment C"; and
2. Authorize the City Manager to execute the Agreement in a form approved by the City Attorney.

**RESOLUTION NO. 2021/\*\***

February 9, 2021

Page 2

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 9<sup>th</sup> day of February 2021 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

**ELIZABETH HOUSEHOLDER  
CITY CLERK OF THE CITY OF ANTIOCH**



CITY OF  
**ANTIOCH**  
CALIFORNIA

**PARK MAINTENANCE BID NO. 988-0312-19E**  
~~BID CLOSED: THURSDAY, APRIL 4, 2019, 10:00 am~~  
**\*\*Pricing Calculations for Change of Contractor\*\***

ATTACHMENT "B"

	4	Replacement 2	3	4	
	Del Cante's Landscaping, Inc.	Terracare Associates	Al Fresco Landscaping Inc.	Coast Landscape Maintenance	
<b>Total 33 Parks for 5 Years:</b>	\$ <del>5,316,950.00</del>	\$ <del>5,348,791.00</del>	\$ 8,466,127.00	\$ 9,965,432.00	<b>Plan Holders That Did Not Bid:</b> Brightview JPA Landscape and Construction Inc. Forster Kroeger MCE Perez Nursery & Landscaping Rubicon Landscape Silva's Landscape & Design
<b>Annual Costs:</b>					
Fiscal Year 2019/2020	\$ <del>1,021,690.00</del>	\$ <del>1,050,793.00</del>	\$ 1,590,000.00	\$ 1,877,152.00	
Fiscal Year 2020/2021	\$ <del>1,042,110.00</del>	\$ <del>1,050,793.00</del>	\$ 1,641,140.00	\$ 1,933,451.00	
		Remaining Cost for 20/21			
		\$ 262,698.25			
Fiscal Year 2021/2022	\$ <del>1,062,950.00</del>	\$ 1,082,367.00	\$ 1,692,932.00	\$ 1,990,952.00	
Fiscal Year 2022/2023	\$ <del>1,084,230.00</del>	\$ 1,082,367.00	\$ 1,744,977.00	\$ 2,051,200.00	
Fiscal Year 2023/2024	\$ <del>1,105,970.00</del>	\$ 1,082,367.00	\$ 1,797,078.00	\$ 2,112,677.00	
<b>Contingency Funding Per Contract Year</b> (Major Vandalism, Storm Damage, etc.)	\$ <del>200,000.00</del>	\$ 200,000.00			
<b>Annual Costs w/Contingency Funding:</b>					
Fiscal Year 2019/2020	\$ <del>1,221,690.00</del>	N/A			
Fiscal Year 2020/2021	\$ <del>1,242,110.00</del>	\$ 462,698.25			
Fiscal Year 2021/2022	\$ <del>1,262,950.00</del>	\$ 1,282,367.00			
Fiscal Year 2022/2023	\$ <del>1,284,230.00</del>	\$ 1,282,367.00			
Fiscal Year 2023/2024	\$ <del>1,305,970.00</del>	\$ 1,282,367.00			
<b>Total 33 Parks for 5 Years w/Contingency:</b>	\$ <del>6,316,950.00</del>	\$ 4,309,799.25	<b>&lt;- Total 33 Parks from April 1, 2021 through June 30, 2024</b>		

**CITY OF ANTIOCH  
MAINTENANCE SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement ("**Agreement**") is made and entered into this **\*\*\*INSERT DAY\*\*\*** day of **\*\*\*INSERT MONTH\*\*\***, **\*\*\*INSERT YEAR\*\*\*** ("**Effective Date**") by and between the City of Antioch, a municipal corporation organized under the laws of the State of California with its principal place of business at 200 H Street, Antioch California 94509 ("**City**") and **\*\*\*INSERT NAME\*\*\***, a **\*\*\*[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]\*\*\*** with its principal place of business at **\*\*\*INSERT ADDRESS\*\*\*** ("**Contractor**"). City and Contractor are sometimes individually referred to as "**Party**" and collectively as "**Parties**" in this Agreement.

**2. RECITALS.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **\*\*\*INSERT TYPE OF SERVICES\*\*\*** services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**2.2 Project.**

City desires to engage Contractor to render such services for the **\*\*\*INSERT NAME OF PROJECT\*\*\*** project ("Project") as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

**3.1.1 General Scope of Services.** Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **\*\*\*INSERT TYPE OF SERVICES\*\*\*** maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 [Insert Term or Time of Performance].

**[If engaging the Contractor for a particular term, use the following provision]**

The term of this Agreement shall be from [Insert start date] to [Insert end date], unless earlier terminated as provided herein. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement. **[If the City has specific milestones or timelines for performance, please input those requirements in the "Schedule of Services" attached as Exhibit "B," otherwise mark reserved in Exhibit "B."]**

**[If engaging the Contractor to perform a discrete task with a specified deadline, use the following provision]**

Contractor shall perform its services in a prompt and timely manner and shall commence performance upon the Effective Date. Contractor shall complete the services required hereunder within **[Insert number of calendar days for performance of the services – if more detail is required attach "Schedule of Services" as Exhibit "B," otherwise mark reserved in Exhibit "B."]**

**3.2 Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates **[\*\*\*INSERT NAME OR TITLE\*\*\*]**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.



3.2.5 Contractor's Representative. Contractor hereby designates [\*\*\*INSERT NAME OR TITLE\*\*\*], or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. [\*\*\*INCLUDE THE FOLLOWING SENTENCE ONLY IF YOU'RE INCLUDING LD'S – DELETE OTHERWISE – DON'T SIMPLY INSERT \$0; ALSO DELETE "AND LIQUIDATED DAMAGES" FROM TITLE OF SECTION \*\*\*] Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of [\*\*\*INSERT WRITTEN DOLLAR AMOUNT\*\*\*] Dollars (\$[\*\*\*INSERT NUMERICAL DOLLAR AMOUNT\*\*\*]) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of

any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause:

(1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established



negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance. Contractor shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit "D" (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Bonds.

\*\*\*NOTE (READ AND DELETE THIS BLOCK BEFORE USING MODEL): SOME MAINTENANCE PROJECTS OF MORE THAN \$25,000 WILL REQUIRE PAYMENT BONDS BY LAW. SEE GENERALLY CIVIL CODE SECTION 9550 OR SPEAK TO THE CITY ATTORNEY\*\*\*

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

**3.2.13.3 Bond Provisions.** Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

**3.2.13.4 Surety Qualifications.** Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

**3.2.14 Accounting Records.** Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.3 Fees and Payments.**

**3.3.1 Compensation.** Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **\*\*\*INSERT WRITTEN DOLLAR AMOUNT\*\*\*** (\$**\*\*\*INSERT NUMERICAL DOLLAR AMOUNT\*\*\***) without written approval of City's **\*\*\*INSERT TITLE\*\*\***. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

**3.3.2 Payment of Compensation.** Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.



3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 California Labor Code Requirements

a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

**3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.4.4 Agreement Subject to Appropriation of Funds. The Contractor understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Antioch City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, the Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and City Council. Contractor's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

### **3.5 General Provisions.**

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

[\*\*\*INSERT NAME, ADDRESS & CONTACT PERSON\*\*\*]

**City:**

[\*\*\*INSERT DEPARTMENT NAME / CONTACT PERSON\*\*\*]

City of Antioch  
P. O. Box 5007  
Antioch, CA 94531-5007

**City:**

City of Antioch  
P. O. Box 5007  
Antioch, CA 94531-5007

Attn: City Attorney

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Contra Costa County, California. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to

rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

3.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.19 Wage Theft Prevention.

3.5.19.1 Contractor, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

3.5.19.2 BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONTRACTOR OR ITS SUBCONTRACTORS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONTRACTOR AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

3.5.19.3 If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed in its



bid/proposal, Contractor shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Contractor or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Contractor or its subcontractor is subject to a payment or other alternative plan, the Contractor or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

3.5.19.4 For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

3.5.19.5 Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

3.5.19.6 Notice provided to the City shall be addressed to: Attention: City Manager, P. O. Box 5007, Antioch, CA 94531-5007. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

3.5.20 Federal Provisions. **\*\*\*INCLUDE THIS SECTION ONLY IF APPLICABLE; DELETE OTHERWISE AND DELETE ASSOCIATED EXHIBIT. IF APPLICABLE, YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE RFP. CONSULT LEGAL COUNSEL IF NECESSARY\*\*\*** When funding for the Services is provided, in whole or in part, by an agency of the federal government, Contractor shall also fully and adequately comply with the provisions included in Exhibit "E" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT  
BETWEEN THE CITY OF ANTIOCH  
AND [\*\*\*INSERT CONTRACTOR NAME\*\*\*]**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the [\*\*\*INSERT DAY\*\*\*] day of [\*\*\*INSERT MONTH\*\*\*], [\*\*\*INSERT YEAR\*\*\*].

**CITY OF ANTIOCH**

**[\*\*\*INSERT CONTRACTOR NAME\*\*\*]**

*Approved By:*

\_\_\_\_\_  
Rowland E. Bernal Jr.  
City Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Elizabeth Householder  
City Clerk

*Approved As To Form:*

\_\_\_\_\_  
Thomas Lloyd Smith  
City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**\*\*\*INSERT SCOPE\*\*\***



**EXHIBIT "B"**

**[IF NO SCHEDULE EXISTS, PLEASE STATE THAT SERVICES ARE PERFORMED ON AN AS-NEEDED BASIS OR PROVIDE OTHER SUITABLE EXPLANATION OF SERVICE SCHEDULE]**

**SCHEDULE OF SERVICES**

**\*\*\*INSERT SCHEDULE\*\*\***

**EXHIBIT "C"**  
**COMPENSATION**

**\*\*\*INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES\*\*\***

**[IF NO RATE SHEET EXISTS, PLEASE PROVIDE OTHER SUITABLE EXPLANATION]**

## EXHIBIT "D"

### INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an "X" indicated in the space before the requirement apply to Contractor's Agreement.**

Contractor shall procure and maintain for the duration of the Agreement 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.

Contractor shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

#### **Commercial General Liability (CGL):**

  X   Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$2,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

     Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$1,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

     Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$5,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

#### **Automobile Liability:**

X Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **\$1,000,000.00** combined single limit for bodily injury and property damage.

\_\_\_ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 combined single limit for bodily injury and property damage.

\_\_\_ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor, regardless of where the vehicles are kept or driven.

**Professional Liability (Errors and Omissions):**

\_\_\_ Insurance appropriates to the Contractor's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

\_\_\_ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

\_\_\_ Insurance appropriates to the Contractor's profession, with limit no less than \_\_\_\_\_ per occurrence or claim, \_\_\_\_\_ aggregate

**Workers' Compensation Insurance:**

X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000.00** per accident for bodily injury or disease. *(Not required if Contractor provides written verification it has no employees. Waiver needed.)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

**Builder's Risk (Course of Construction):**

\_\_\_ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, 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's site.

**Contractor's Pollution Legal Liability:**

\_\_\_\_ Contractor's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

### **Cyber Liability Insurance**

\_\_\_\_ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

### **Surety Bonds:**

Contractor shall provide the following Surety Bonds:

- \_\_\_\_ Bid Bond
- \_\_\_\_ Performance Bond
- \_\_\_\_ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

### **Other Insurance Provisions:**

The insurance policies are to contain, or be endorsed to contain the following provisions:

#### **X Additional Insured Status and Primary/Non-Contributory Language:**

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its officers, officials, employees, and agents as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations

coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

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

\_\_\_\_ **Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)**

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

\_\_\_\_ **Notice of Cancellation, Suspension or Otherwise Voiding Policies:**

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

\_\_\_\_ **Waiver of Subrogation:**

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor, its employees, agents and subcontractors.

\_\_\_\_ **Completed Operations**

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

**Deductibles and Self-Insured Retentions ("SIR"):**

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the

option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

**Acceptability of Insurers:**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to City.

**Claims Made Policies: (note - should be applicable only to professional liability, see below)**

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 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 "extended reporting" coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

**Subcontractors:**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

**Verification of Coverage:**

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Special Risks or Circumstances**

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

**Failure to Comply:**

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

**Applicability of Coverage:**

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.



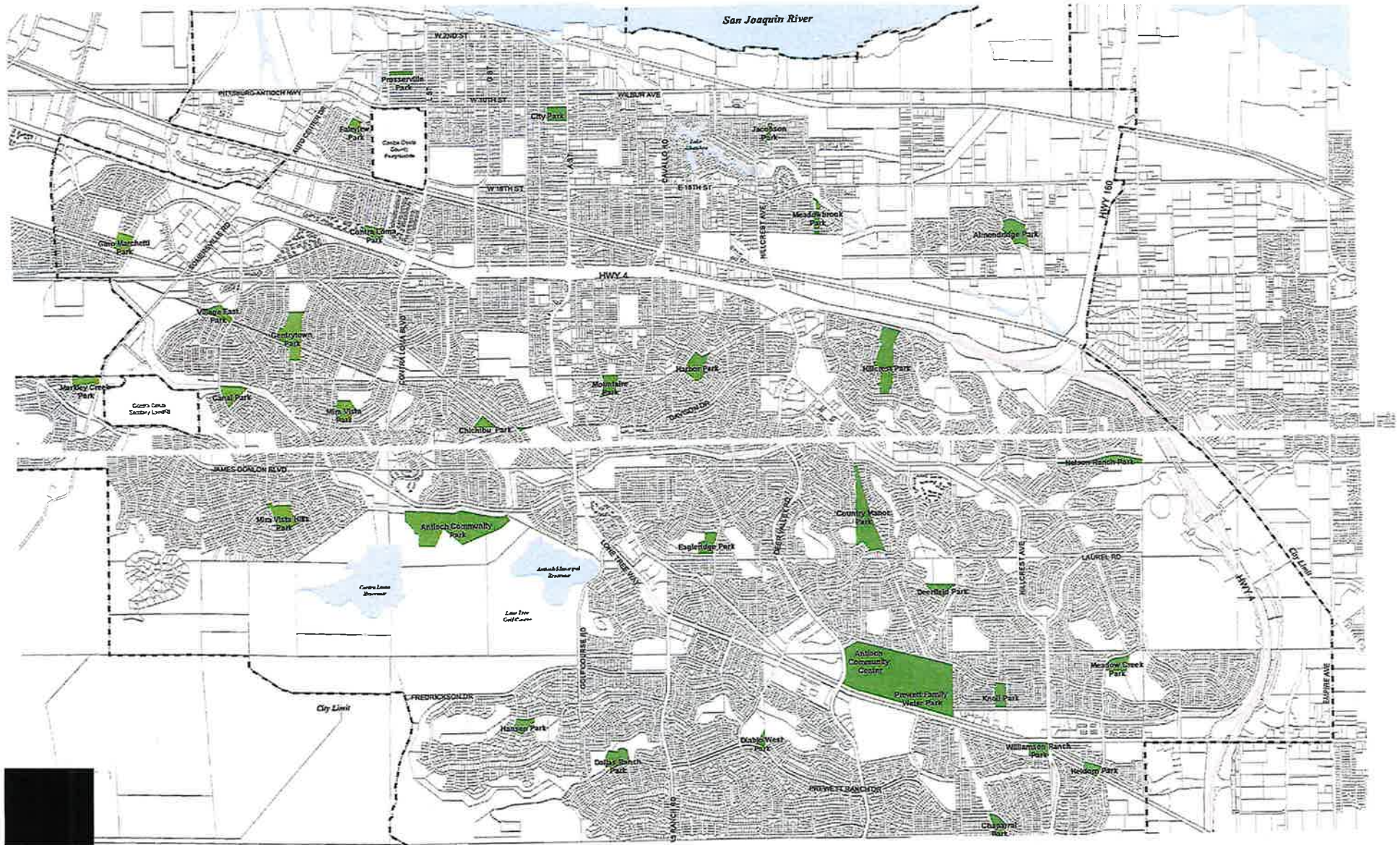
**\*\*\*INCLUDE THIS EXHIBIT (AND CORRESPONDING AGREEMENT PROVISION) ONLY IF APPLICABLE; DELETE OTHERWISE. IF APPLICABLE, YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE SOLICITATION DOCUMENT. CONSULT THE CITY ATTORNEY IF NECESSARY\*\*\***

**EXHIBIT "E"**

**FEDERAL REQUIREMENTS**

**\*\*\*INSERT ALL FORMS, PROVISIONS AND OTHER REQUIREMENTS  
OF THE FEDERAL FUNDING SOURCE\*\*\***

## Attachment "D"




CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of February 9, 2021

**TO:** Honorable Mayor and Members of the City Council

**SUBMITTED BY:** Rosanna Bayon Moore, Assistant City Manager

**APPROVED BY:** Ron Bernal, City Manager 

**SUBJECT:** Establishment of a Human Rights and Racial Equity Commission

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**RECOMMENDED ACTION**

It is recommended that the City Council discuss and direct staff regarding the establishment of a Human Rights and Racial Equity Commission. This item was requested by Council Member Torres-Walker and directed for placement on the agenda by Mayor Thorpe.

**FISCAL IMPACT**

The fiscal impact is unknown at this time.

**ATTACHMENTS**

None.