

CITY OF
ANTIOCH
CALIFORNIA

ANNOTATED AGENDA

**Antioch City Council
REGULAR MEETING**

**Including the Antioch City Council acting as
Successor Agency to the Antioch Development Agency**

Date: Tuesday, December 14, 2021

Time: 5:30 P.M. – Closed Session
7:00 P.M. – Regular Meeting
7:05 P.M. – Public Hearing-Redistricting

Place: Council Chambers
200 'H' Street
Antioch, CA 94531

City Council meetings are televised live on Comcast channel 24, AT&T U-verse channel 99, or live stream (at www.antiochca.gov). Please see inside cover for detailed Speaker Rules.

PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.

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

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.

SPEAKER RULES

Welcome to a meeting of the Antioch City Council. Your attendance is appreciated. The State Ralph M. Brown Act guarantees the public's right to address the City Council, within the framework of Speaker Rules. Because agendas encompass many business items, Speaker Rules enable the meeting to be efficiently conducted and concluded at a reasonable hour.

The City Council can only take action on items that are listed on the agenda. If you wish to speak about an item **not on the agenda**, the "Public Comments" section of the agenda is for you. Unagendized comments are provided until no later than 7:30 p.m. when the City Council moves on to agenda items. There is another opportunity for public comments at the end of the meeting.

If you wish to speak, either during "public comments" or during an agenda item, fill out a Speaker Request Form and place in the Speaker Card Tray near the City Clerk. This will enable us to call upon you to speak. Important: Please identify if the comment is for Announcement of Community Events, Public Comment, or a specific Agenda Item Number on your Speaker Request Form. No one may speak more than once on an agenda item or during "public comments." *(Please see next page for additional information on public participation.)*

Each speaker is limited to not more than three minutes under Public Comments and three minutes on non-public hearing agenda items. During public hearings, each side is entitled to one "main presenter" who may have not more than 10 minutes; all other speakers during public hearing items, are entitled to a maximum of 5 minutes. These time limits may be modified depending on the number of speakers, number of items on the agenda, or circumstances. Groups who are here regarding an item may identify themselves by raising their hands at the appropriate time to show support for one of their speakers.

During certain types of hearings, the applicant is allowed to give his or her presentation first. After all testimony is received, the applicant has an opportunity for rebuttal.

The "Consent Calendar" is a group of items which are determined to be routine. These items are usually considered all at once and approved without further discussion. If you are opposed to action which is recommended for an item on the "Consent Calendar," please submit a Speaker Request Form before the meeting, and place in the Speaker Card Tray near the City Clerk. This will enable the item to be removed from the "Consent Calendar" and call on you to speak.

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 meeting appears to be going late, the City Council may decide to continue some items until a subsequent meeting. The City Council will try to make this determination around 10:00 p.m. It is the goal to stop discussing agenda items by not later than 11:00 p.m.

The City Council meets regularly on the second and fourth Tuesdays of the month at 7:00 p.m., with Closed Sessions often occurring before or after the regular meeting. The City Council also holds adjourned meetings and study sessions on other days.

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. Please see the Speaker Rules on the inside cover of this Agenda for additional information on public participation.

5:30 P.M. ROLL CALL – CLOSED SESSION – for Council Members – ***Council Members District 1 Torres-Walker, District 2 Barbanica, District 3 Ogorchock, and Mayor Thorpe (Mayor Pro Tem/District 4 Wilson – Absent)***

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

CLOSED SESSION:

- 1) 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, Jazzman Brown, and Jeff Bailey; Employee organizations: Antioch Police Officers' Association, Operating Engineers Local Union No. 3 (OE3), and Confidential Unit, Management Unit, and Treatment Plant Employees' Association.

No reportable action

- 2) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Initiation of Litigation pursuant to California Government Code section 54956.9(c): One potential case.

Council authorized City Attorney to accept settlement agreement by vote, 4/0

7:00 P.M. ROLL CALL – REGULAR MEETING – for City /City Council Members acting as Successor Agency to the Antioch Development Agency – ***Council Members District 1 Torres-Walker, District 2 Barbanica, District 3 Ogorchock and Mayor Thorpe (Mayor Pro Tem/District 4 Wilson – Absent)***

PLEDGE OF ALLEGIANCE

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

7:05 p.m. PUBLIC HEARING

1. REDISTRICTING IN ANTIOCH: DRAFT REDISTRICTING MAPS

***Motion made to extend the Redistricting Process through February 2022
3/0/1 (Torres-Walker Abstained)***

Direction provided to staff to bring back all draft maps for consideration.

Recommended Action: It is recommended that the City Council:

- 1) Receive the redistricting presentation and public comment on the draft redistricting maps, and
- 2) Provide feedback and direction to the demographer on drafting the redistricting maps.

2. PROCLAMATION

- Honoring Antioch City Manager Rowland “Ron” Bernal

Approved, 4/0

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

MAYOR PRO TEM (DISTRICT 4) WILSON ARRIVED AT 7:55 P.M. AFTER THE VOTE OF THE PROCLAMATION.

PRESENTATION – *In Honor of City Manager Rowland “Ron” Bernal’s Retirement*

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

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

COUNCIL MEMBER OGORCHOCK REQUESTED A MOTION TO SUSPEND THE RULES AND MOVE COUNCIL REGULAR AGENDA ITEM #11 TO BE HEARD AFTER THE CONSENT CALENDAR; APPROVED 5/0

3. **CONSENT CALENDAR for City /City Council Members acting as Successor Agency to the Antioch Development Agency**
- A. APPROVAL OF COUNCIL MEETING MINUTES FOR OCTOBER 26, 2021
Approved, 5/0
Recommended Action: It is recommended that the City Council approve the Meeting Minutes.
- B. APPROVAL OF COUNCIL SPECIAL MEETING/CLOSED SESSION MINUTES FOR NOVEMBER 2, 2021
Approved, 5/0
Recommended Action: It is recommended that the City Council approve the Special Meeting/Closed Session Minutes.
- C. CITY COUNCIL MEETING MINUTES FOR NOVEMBER 9, 2021
Continued, 5/0
Recommended Action: It is recommended that the City Council continue the Meeting Minutes of November 9, 2021.
- D. CITY COUNCIL SPECIAL MEETING/CLOSED SESSION MINUTES OF NOVEMBER 16, 2021
Continued, 5/0
Recommended Action: It is recommended that the City Council continue the Special Meeting/Closed Session Minutes of November 16, 2021.
- E. CITY COUNCIL MEETING MINUTES OF NOVEMBER 23, 2021
Continued, 5/0
Recommended Action: It is recommended that the City Council continue the Meeting Minutes of November 23, 2021.
- F. APPROVAL OF COUNCIL WARRANTS
Approved, 5/0
Recommended Action: It is recommended that the City Council approve the warrants.
- G. APPROVAL OF TREASURER'S REPORT FOR OCTOBER 2021
Received and filed, 5/0
Recommended Action: It is recommended that the City Council receive and file the October 2021 Treasurer's Report.

CONSENT CALENDAR for City /City Council Members acting as Successor Agency to the Antioch Development Agency – Continued

H. REJECTION OF CLAIMS: (1) RALPH HERNANDEZ, (2) NICHOLAS ROARK, AND (3) ANTI POLICE-TERROR PROJECT

Rejected, 5/0

Recommended Action: It is recommended that the City Council reject the claims submitted by Ralph Hernandez, Nicholas Roark and Anti Police-Terror Project et al.

I. RECOGNIZED OBLIGATION PAYMENT SCHEDULE (2022-23) FOR THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH

SA Reso No. 2021/37 adopted, 5/0

Recommended Action: It is recommended that the Successor Agency to the Antioch Development Agency of the City of Antioch adopt the resolution approving the Recognized Obligation Payment Schedule for the period of July 2022 through June 2023 (ROPS 2022-23).

J. ASSEMBLY BILL (AB) 361: RESOLUTION MAKING FINDINGS NECESSARY TO CONDUCT BROWN ACT MEETINGS BY TELECONFERENCE FOR THE CITY COUNCIL, BOARDS, COMMISSIONS, AND COMMITTEES

Reso No. 2021/186 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution Authorizing Remote Teleconference/Virtual Meetings of the Legislative Bodies of the City of Antioch.

K. RESOLUTION DESIGNATING DEPUTY CITY CLERK CHRISTINA GARCIA, CERTIFIED MUNICIPAL CLERK (“CMC”), AS ELECTIONS OFFICIAL FOR CITY CLERK FOR SELECTED PROCEEDINGS

Reso No. 2021/187 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution designating Deputy City Clerk Christina Garcia as Elections Official for City Clerk Recall Proceedings.

CONSENT CALENDAR for City /City Council Members acting as Successor Agency to the Antioch Development Agency – Continued

- L.** AUTHORIZATION FOR THE CITY MANAGER TO ENTER INTO CONSULTANT SERVICE AGREEMENT WITH EVVIVA BRANDS, LLC FOR THE OPPORTUNITY LIVES HERE CAMPAIGN RELAUNCH ASSET DEVELOPMENT FOR \$65,000 AND FOR MEDIA PURCHASES NOT TO EXCEED \$185,000 FOR FISCAL YEAR 2021/22

Reso No. 2021/188 adopted, 5/0

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

- 1) Authorizing the City Manager to enter into a Consultant Service Agreement with Evviva Brands, LLC for the Opportunity Lives Here Campaign Relaunch Asset Development in an amount not to exceed \$65,000; and
- 2) Approving the allocation of up to \$185,000 of Economic Development Department marketing funds for use on media purchases for the Opportunity Lives Here Campaign for fiscal year 2021/22.

- M.** ASSEMBLY BILL (AB) 1600 DEVELOPMENT IMPACT FEE REPORT

Received and filed, 5/0

Recommended Action: It is recommended that the City Council receive the Fiscal Year 2020/21 Annual Report of Development Impact Fees.

- N.** RESOLUTION APPROVING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH 4LEAF, INC., TO PROVIDE SUPPORT TO THE BUILDING INSPECTION SERVICES DIVISION OF THE COMMUNITY DEVELOPMENT DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO THE AGREEMENT

Reso No. 2021/189 adopted, 5/0

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

- 1) Approving an amended agreement with 4 Leaf, Inc., in substantially the form attached as Attachment A, to provide contract services at the Community Development Technician and Building Inspection Services Manager level for the remainder of Fiscal Year 2021/22 in the increased amount not to exceed \$200,000, and
- 2) Authorizing the City Manager to execute the Amended Agreement.

CONSENT CALENDAR for City /City Council Members acting as Successor Agency to the Antioch Development Agency – Continued

O. APPROVE SOLE SOURCE FOR POLICE RADIO EAST BAY REGIONAL COMMUNICATION SERVICES (EBRCS) ENCRYPTION

Reso No. 2021/190 adopted, 5/0

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

- 1) Approving a sole source purchase agreement with Motorola Inc. for programming and enhanced radio encryption for portable and radio consoles to ensure compliance with California Department of Justice (Cal DOJ), Federal Bureau of Investigations (FBI), and Criminal Justice Information Systems (CJIS) requirements.
- 2) Authorizing the City Manager or his designee to execute the purchase agreement with Motorola Inc. not to exceed \$194,900.

P. AMENDMENTS TO MEMORANDA OF AGREEMENT WITH CONTRA COSTA HEALTH SERVICES FOR MUTUAL AID RESPONSE TO COVID-19 PANDEMIC – USE OF CITY OF ANTIOCH FACILITIES

Reso No. 2021/191 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution approving amendments to the Memoranda of Agreement between the City of Antioch and Contra Costa Health Services for mutual aid and assistance in response to the COVID-19 pandemic.

Q. SIXTH AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH MUNICIPAL FINANCIAL SERVICES FOR VARIOUS WATER AND SEWER RATE FEE SERVICES (P.W. 362-9)

Reso No. 2021/192 adopted, 5/0

Recommended Action: It is recommended that Council adopt a resolution to:

- 1) Approve the sixth amendment to the Consultant Services Agreement with Municipal Financial Services for the Various Water and Sewer Rate Fee Services, which increases the contract by \$50,000 for a total contract amount of \$199,490 and extends the term of the agreement to December 31, 2023; and
- 2) Authorize the City Manager to execute the sixth amendment to the Consultant Services Agreement with Municipal Financial Services.

CONSENT CALENDAR for City /City Council Members acting as Successor Agency to the Antioch Development Agency – Continued

- R. MEMORANDUM OF UNDERSTANDING WITH THE CELEBRATE ANTIOCH FOUNDATION FOR PLANNING AND EXECUTION OF SESQUICENTENNIAL EVENTS IN THE AMOUNT OF \$145,000**

Reso No. 2021/193 adopted, 5/0

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

- 1) Approving a Memorandum of Understanding with the Celebrate Antioch Foundation for the planning and execution of Sesquicentennial Events in the amount of \$145,000.00.
- 2) Authorizing the City Manager to execute the agreement.

- S. APPROVAL OF TWO (2) 10-WHEEL DUMP TRUCKS UTILIZING A SOURCEWELL COOPERATIVE PURCHASING AGREEMENT WITH NATIONAL AUTO FLEET GROUP**

Reso No. 2021/194 adopted, 5/0

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

- 1) Approving the purchase of two (2) New 2023 Peterbilt 10-wheel dump trucks for an amount not to exceed \$416,909.36, and
- 2) Authorizing the City Manager to execute the Sourcewell Cooperative Purchasing Agreement with National Auto Fleet Group.

AFTER THE MAYOR’S COMMENTS, COUNCIL MEMBER OGORCHOCK HAD REQUESTED A MOTION TO SUSPEND THE RULES AND MOVE COUNCIL REGULAR AGENDA ITEM #11 TO BE HEARD AFTER THE CONSENT CALENDAR; APPROVED 5/0

COUNCIL REGULAR AGENDA

- 11. CONSIDER AND ADOPT A RESOLUTION TO ENTER INTO A PROJECT STABILIZATION AGREEMENT FOR PROJECTS VALUED AT OVER \$1,000,000**

Reso No. 2021/195 adopted, 5/0

Recommended Action: *It is recommended that the City Council adopt a resolution approving a Project Stabilization Agreement with the Contra Costa Building and Construction Trades Council for City Capital Improvement Projects valued at over \$1,000,000 for a period of five years, commencing upon adoption of the Agreement and authorizing the City Manager or Designee to execute the Agreement.*

PUBLIC HEARING – Continued

4. KWMA COLLECTIVE (UP-21-16)

Reso No. 2021/196 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution approving a Use Permit (UP-21-16) for a commercial cannabis cultivation facility, subject to conditions of approval.

COUNCIL MEMBER BARBANICA REQUESTED A MOTION TO SUSPEND THE RULES AND MOVE COUNCIL REGULAR AGENDA ITEM #7 TO BE HEARD AFTER PUBLIC HEARING ITEM #4; APPROVED 5/0

COUNCIL REGULAR AGENDA

7. BOARD OF ADMINISTRATIVE APPEALS APPOINTMENTS FOR ONE VACANCY EXPIRING MARCH 2024 AND ONE VACANCY EXPIRING MARCH 2022

Reso No. 2021/197 adopted

Appointing Crystal Sawyer-White to the partial-term vacancy expiring March 2024, 5/0 AND Appointing Ronald A. Grant to the partial-term vacancy expiring March 2022, 5/0

Recommended Action: It is recommended that the Mayor nominate, and Council appoint by resolution:

- 1) One member to the Board of Administrative Appeals for the 4-year term vacancy, expiring March 2024, and
- 2) One member to the Board of Administrative Appeals for the 2-year vacancy, expiring March 2022.

PUBLIC HEARING – Continued

5. AMENDMENT TO CHAPTER 3 OF TITLE 6 OF THE ANTIOCH MUNICIPAL CODE REGARDING SOLID WASTE COLLECTION FOR RESOURCE RECOVERY IN ACCORDANCE WITH SENATE BILL 1383

To January 11, 2022 for Adoption, 5/0

Recommended Action: It is recommended that the City Council introduce, waive the first reading, and read by title only the proposed Ordinance.

COUNCIL REGULAR AGENDA – Continued

6. *BUDGET AMENDMENT AND ALLOCATION OF FUNDS FOR CREATION OF CONCEPTS FOR A CHINATOWN COMMEMORATION PROJECT AND CHINESE HISTORY PROJECT AT THE ANTIOCH HISTORICAL SOCIETY MUSEUM*

Reso No. 2021/198 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving an amendment and allocation of funding to the City Manager's Fiscal Year 2022 General Fund budget in the amount of \$60,000 for the creation of concepts to corroborate and commemorate the historic Chinatown in the Rivertown area and the Chinese History Project at the Antioch Historical Society Museum.

COUNCIL MEMBER BARBANICA HAD REQUESTED A MOTION TO SUSPEND THE RULES AND MOVE COUNCIL REGULAR AGENDA ITEM #7 TO BE HEARD AFTER PUBLIC HEARING ITEM #4; APPROVED 5/0

COUNCIL REGULAR AGENDA – Continued

8. *POLICE REFORM – ANTIOCH CARE TEAM (ACT) PROGRAM DEVELOPMENT*

Reso No. 2021/199 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution formally accepting the Final Report from Urban Strategies Council for the Antioch Care Team Program Pilot and directing City Staff to proceed with the solicitation and procurement process.

10:22 P.M. ADJOURNED TO BREAK

10:30 P.M. RECONVENE. ROLL CALL for Council Members – All Present

COUNCIL REGULAR AGENDA – Continued

9. POLICE REFORM – ANTIOCH POLICE DEPARTMENT (APD) POSITIONAL ASPHYXIA POLICY

**Reso No. 2021/200 adopted with amendments,
4/0/1 (Torres-Walker Abstained)**

Recommended Action: It is recommended that the City Council:

- 1) Consider the positional asphyxia policy recommended by the Police Oversight Standing Committee and the revisions to the policy recommended by the Antioch Police Officers Association and
- 2) Adopt the resolution approving an Antioch Police Department Positional Asphyxia Policy for inclusion in the Antioch Police Department Policy Manual including the incorporation of any desired revisions to the policy.

10. UNHOUSED RESIDENT SERVICES - RESOLUTION AUTHORIZING EXECUTION OF MEMORANDUM OF UNDERSTANDING (MOU) WITH CONTRA COSTA COUNTY HEALTH, HOUSING AND HOMELESS SERVICES REGARDING DELTA LANDING INTERIM HOUSING IN AN AMOUNT NOT TO EXCEED \$284,700

Reso No. 2021/201 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution authorizing staff to execute a MOU subject to County Counsel's pending review and the City Attorney's final approval.

AFTER THE MAYOR'S COMMENTS, COUNCIL MEMBER OGORCHOCK HAD REQUESTED A MOTION TO SUSPEND THE RULES AND MOVE COUNCIL REGULAR AGENDA ITEM #11 TO BE HEARD AFTER THE CONSENT CALENDAR; APPROVED 5/0

COUNCIL REGULAR AGENDA – Continued

12. CONSIDERATION OF RESOLUTION ADOPTING THE 2021 CITY OF ANTIOCH EMERGENCY OPERATIONS PLAN

Reso No. 2021/202 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the 2021 City of Antioch Emergency Operations Plan and authorizing the Mayor to sign the Letter of Promulgation stating the Council's support for the plan.

COUNCIL REGULAR AGENDA – Continued

13. SIDE LETTER AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE CONFIDENTIAL BENEFIT UNIT SALARY ADJUSTMENTS FROM THE TOTAL COMPENSATION STUDY FINAL REPORT

Reso No. 2021/203 adopted, 5/0

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

- 1) Approving the Side Letter Agreement between the City of Antioch and the Confidential Benefit Unit Salary Adjustments from the Total Compensation Study Final Report dated August 31, 2021 Appendix IV: Salary Range Placement Recommendations;
- 2) Authorize the City Manager or designee to execute the Side Letter Agreement between the City of Antioch and the Confidential Benefit Unit; and
- 3) Authorize the Finance Director to make any necessary adjustments to the Fiscal Year 2021/22 and Fiscal Year 2022/23 budget to implement the provisions of the Side Letter Agreement.

14. HOURLY (PART-TIME) CLASSIFICATIONS SALARY SCHEDULE SALARY ADJUSTMENTS FROM THE TOTAL COMPENSATION STUDY FINAL REPORT

Reso No. 2021/204 adopted, 5/0

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

- 1) Approving the Hourly (Part-Time) Classifications Salary Schedule Salary Adjustments from the Total Compensation Study Final Report dated August 31, 2021; and
- 2) Authorizing the Finance Director to make any necessary adjustments to the Fiscal Year 2021/22 and Fiscal Year 2022/23 budget to implement the provisions of the Part-Time Salary Schedule Salary Adjustments.

15. APPOINTMENT OF MAYOR PRO TEM

Council Nominated and Appointed Mayor Pro Tem Barbanica, 4/0/1 (Barbanica Abstained)

Recommended Action: It is recommended that the City Council nominate and appoint the Mayor Pro Tempore.

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 11:43 p.m., 5/0

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 14, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Thomas Lloyd Smith, City Attorney *TLS*

SUBJECT: Redistricting in Antioch: Draft Redistricting Maps

RECOMMENDED ACTION

It is recommended that the City Council:

1. Receive the redistricting presentation and public comment on the draft redistricting maps and
2. Provide feedback and direction to the demographer on drafting the redistricting maps.

FISCAL IMPACT

None.

DISCUSSION

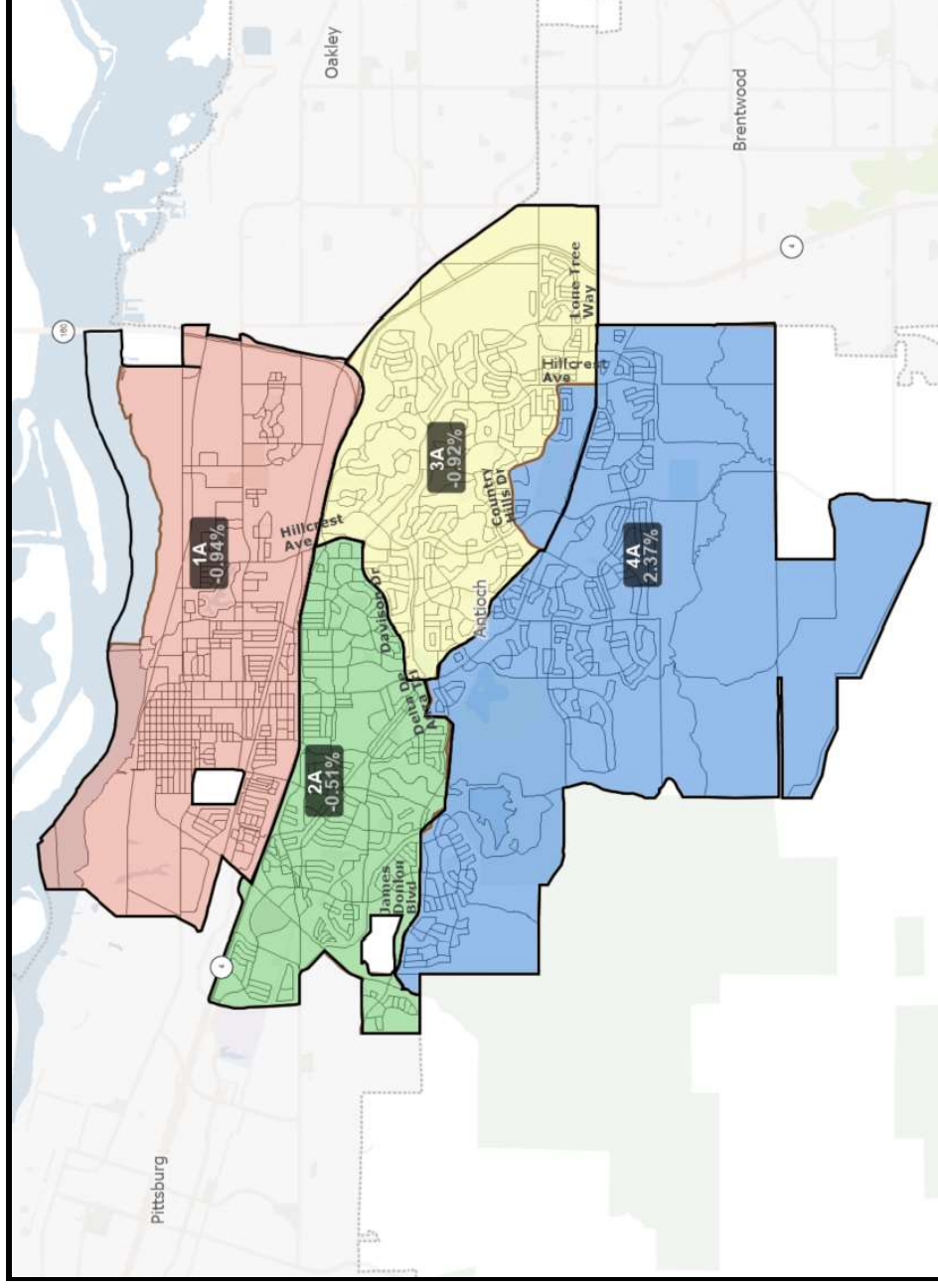
The purpose of this presentation is to provide information to the public on redistricting and to solicit input from the public regarding the drafting of district maps. An interactive discussion will be led by our demographers, Karin MacDonald and Jane Hood of Q2 Data & Research LLC, who will make a comprehensive, informative presentation to give the City Council and members of the public a full understanding of the redistricting process. The presentation will distinguish between districting and redistricting, provide an overview of the laws governing the redistricting process, explain criteria for redistricting, address redistricting timelines and public involvement.

Before adopting a final map of district boundaries, at least four hearings must be held for the public to provide input about the composition of City Council districts. These hearing requirements include at least: (1) one hearing before any maps are drawn, (2) two hearings after maps are drawn, and (3) one hearing or workshop to be held on a Saturday, Sunday, or after 6 p.m. on a weekday. The City Council redistricting public hearing dates include the following: Tuesday, October 12, 2021, Saturday, October 16, 2021, Tuesday, November 9, 2021, Tuesday, December 14, 2021, and Tuesday, January 11, 2022.

ATTACHMENTS

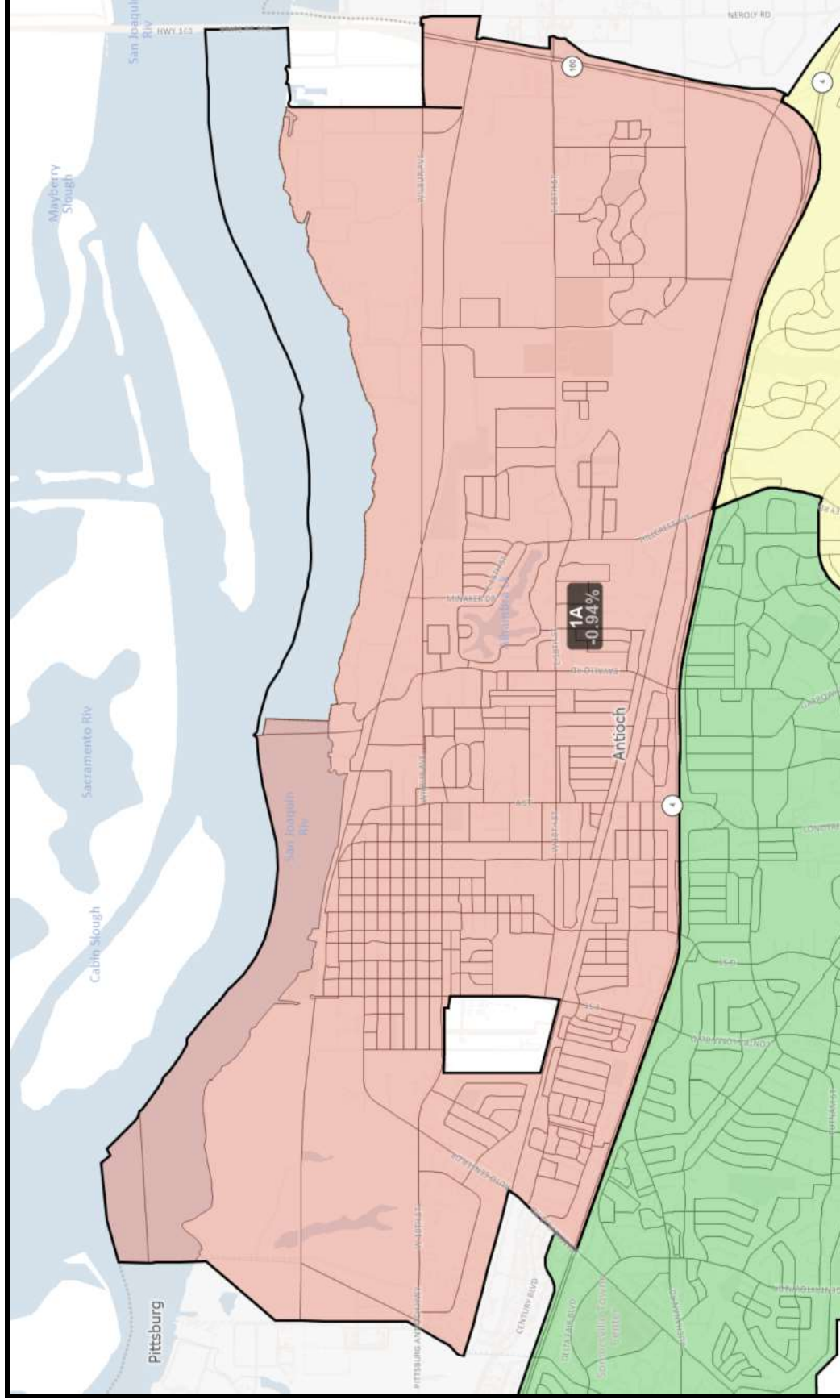
- A. Draft Redistricting Draft Map A
- B. Draft Redistricting Draft Map B
- C. Draft Redistricting Draft Map C
- D. Draft Map Demographics

City of Antioch Redistricting:
Draft Map A
November 2, 2021

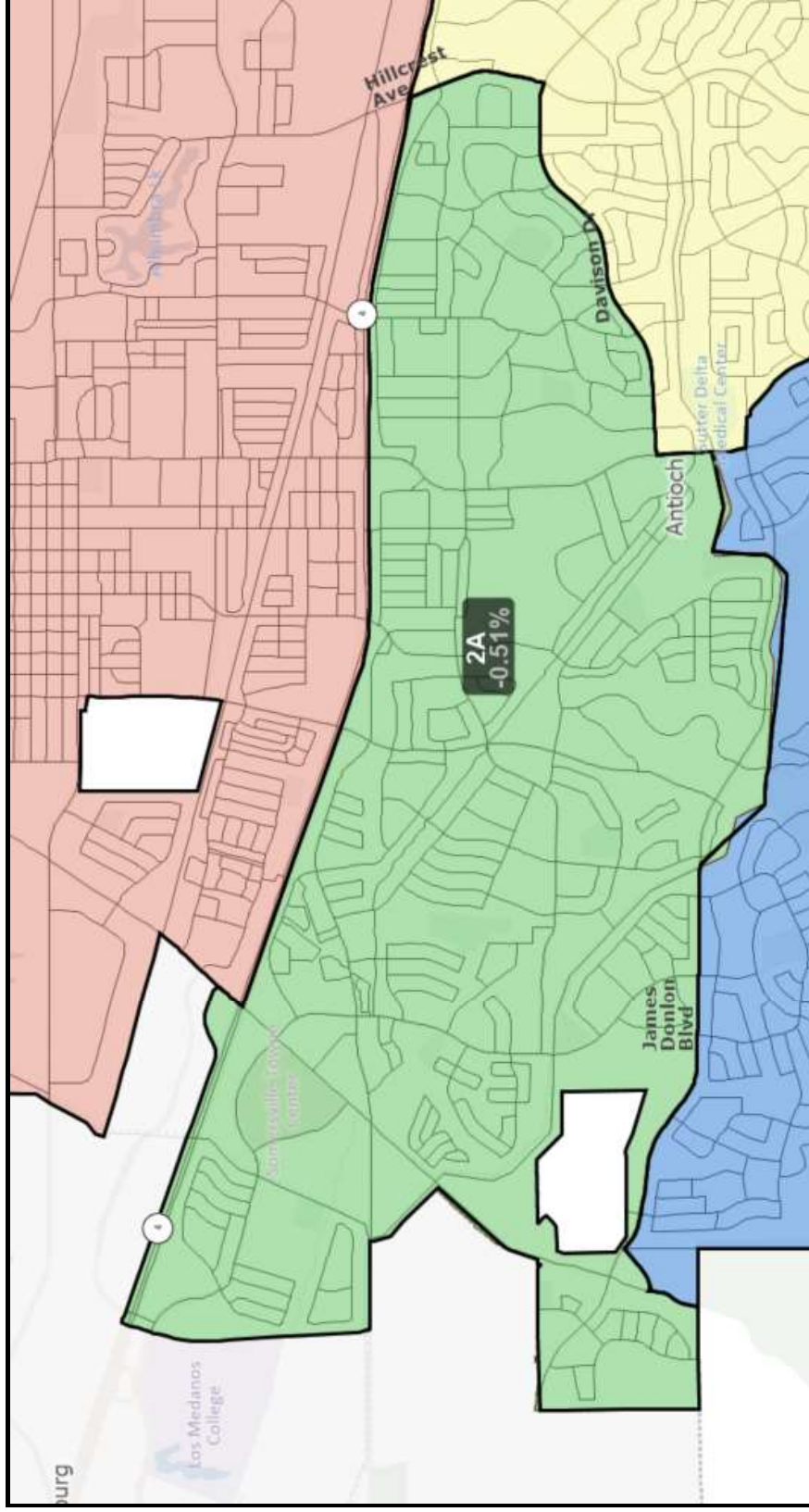


Current Antioch City Council boundaries are shown in **black** on this map. Proposed boundaries are shown in **brown** and filled in with color.
Draft Map A only modifies the boundary between District 3 and 4.

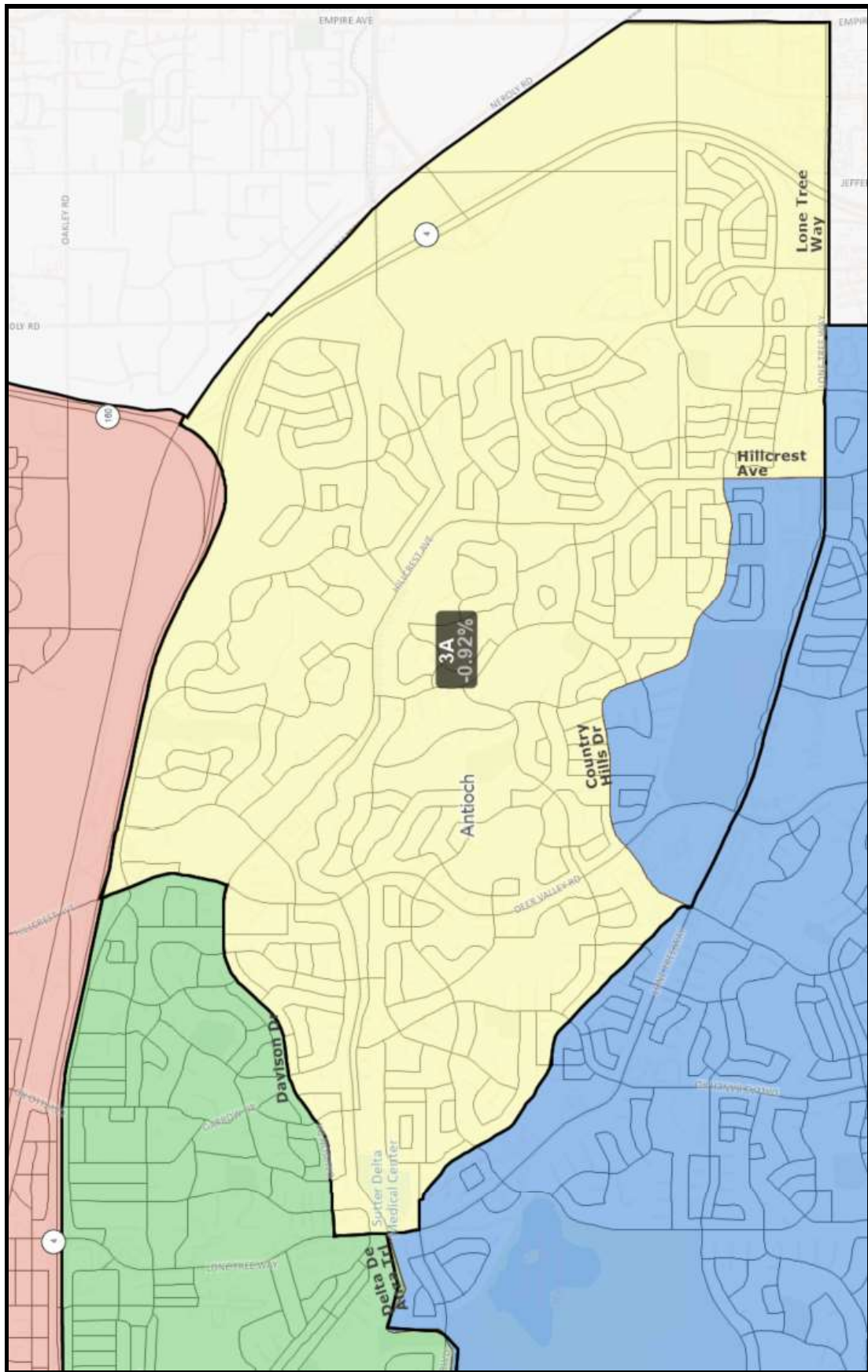
The map displays the city of Antioch, California, with a red-shaded area indicating the city limits. A black rectangle marks the project location, labeled '1A' with a '-0.94%' slope. The map includes geographical features such as the Sacramento River, Mayberry Slough, and Cabin Slough. Major roads shown include HWY 160, HWY 168, and HWY 169. The city of Pittsburg is visible to the west, and the Sacramento-San Joaquin River Delta is to the east. The map also shows the location of the Antioch City Center and the Antioch City Hall.



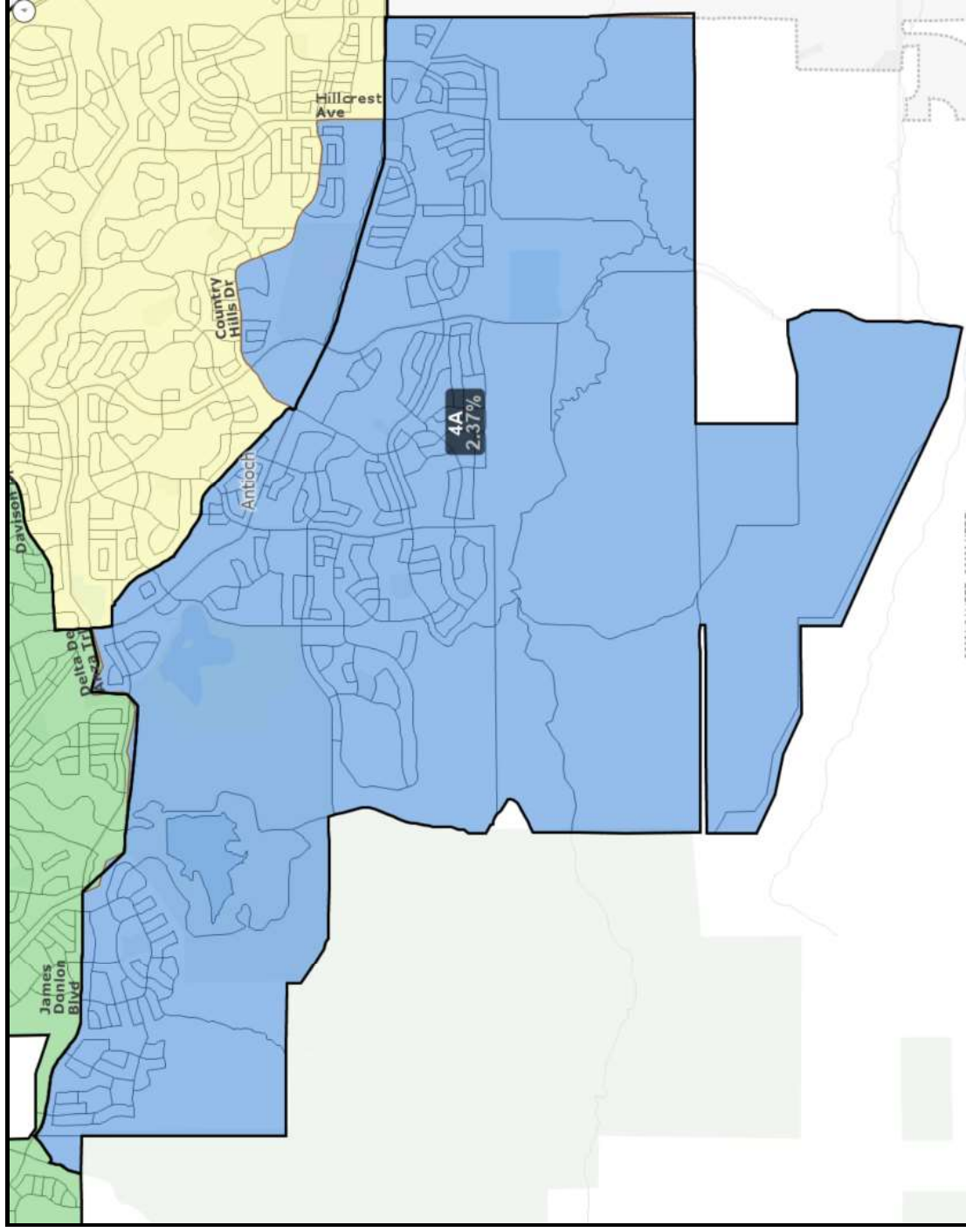
Draft Map A: District 2



Map of Antioch, CA, showing the 3A district with a -0.92% change. The map is color-coded: yellow for the 3A district, red for the 100 district, green for the 101 district, and blue for the 102 district. Major roads like Empire Ave, Hillcrest Ave, and Lone Tree Way are labeled. The Sutter Delta Medical Center is also marked.

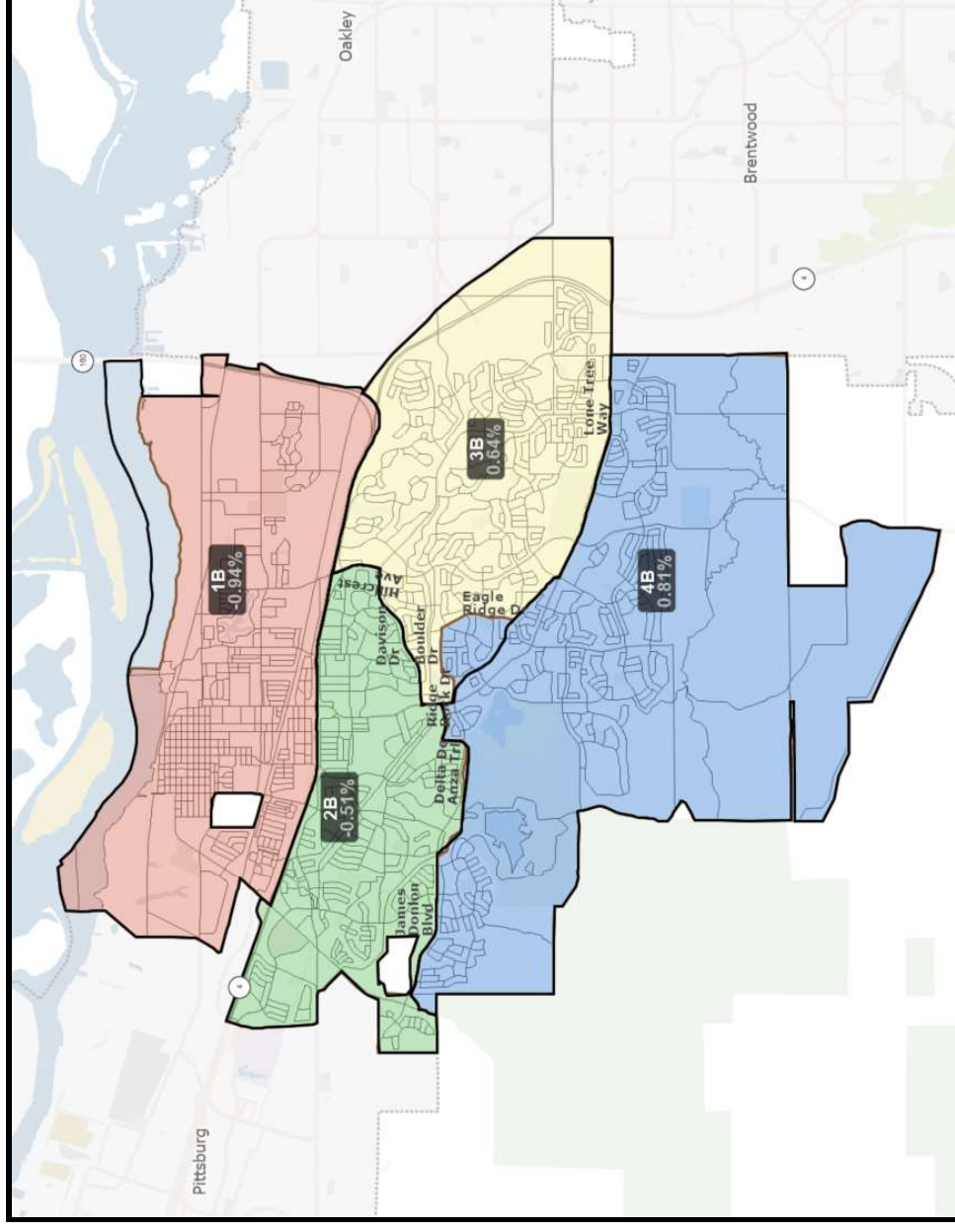


Draft Map A: District 4



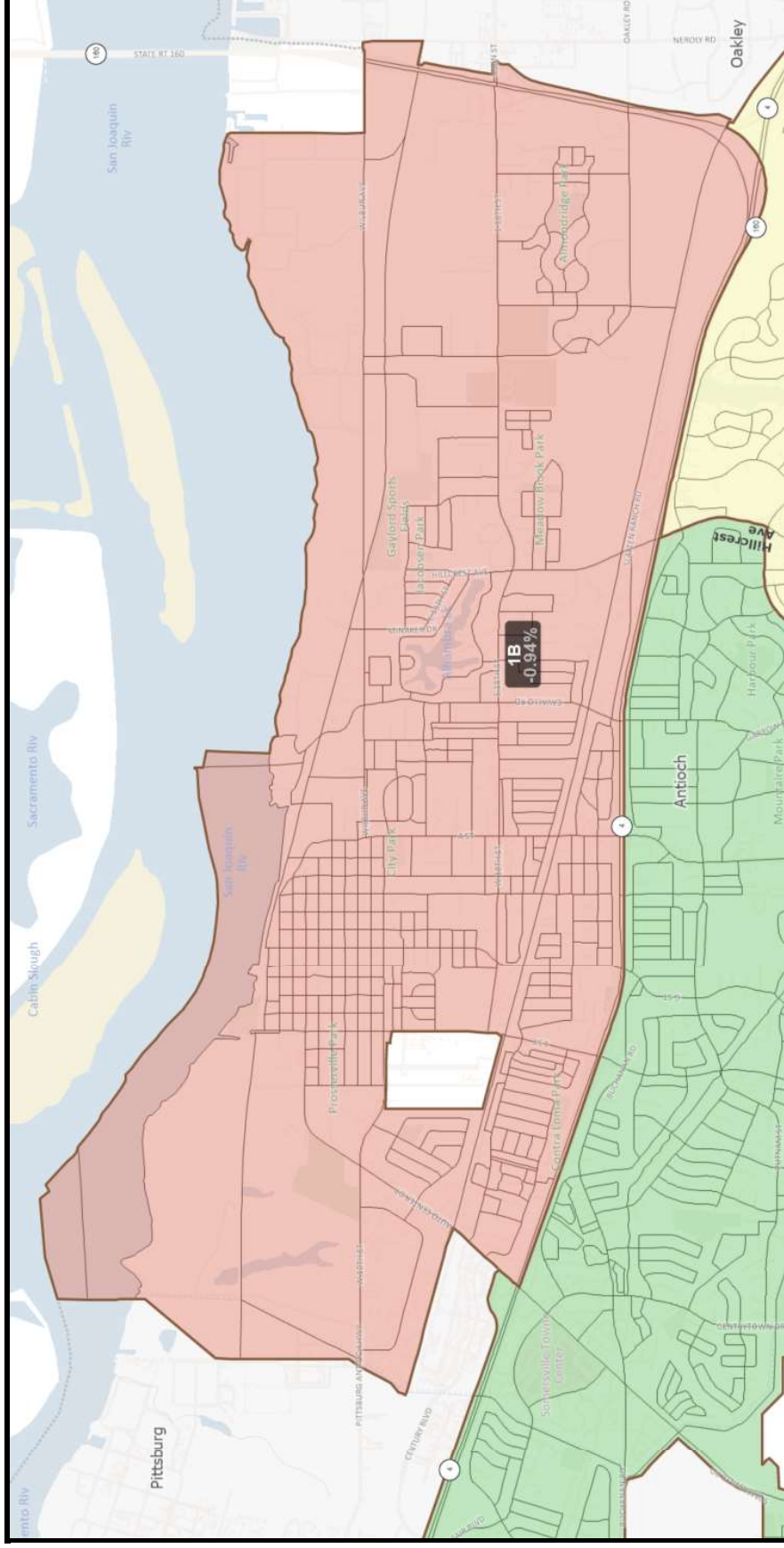
ATTACHMENT B

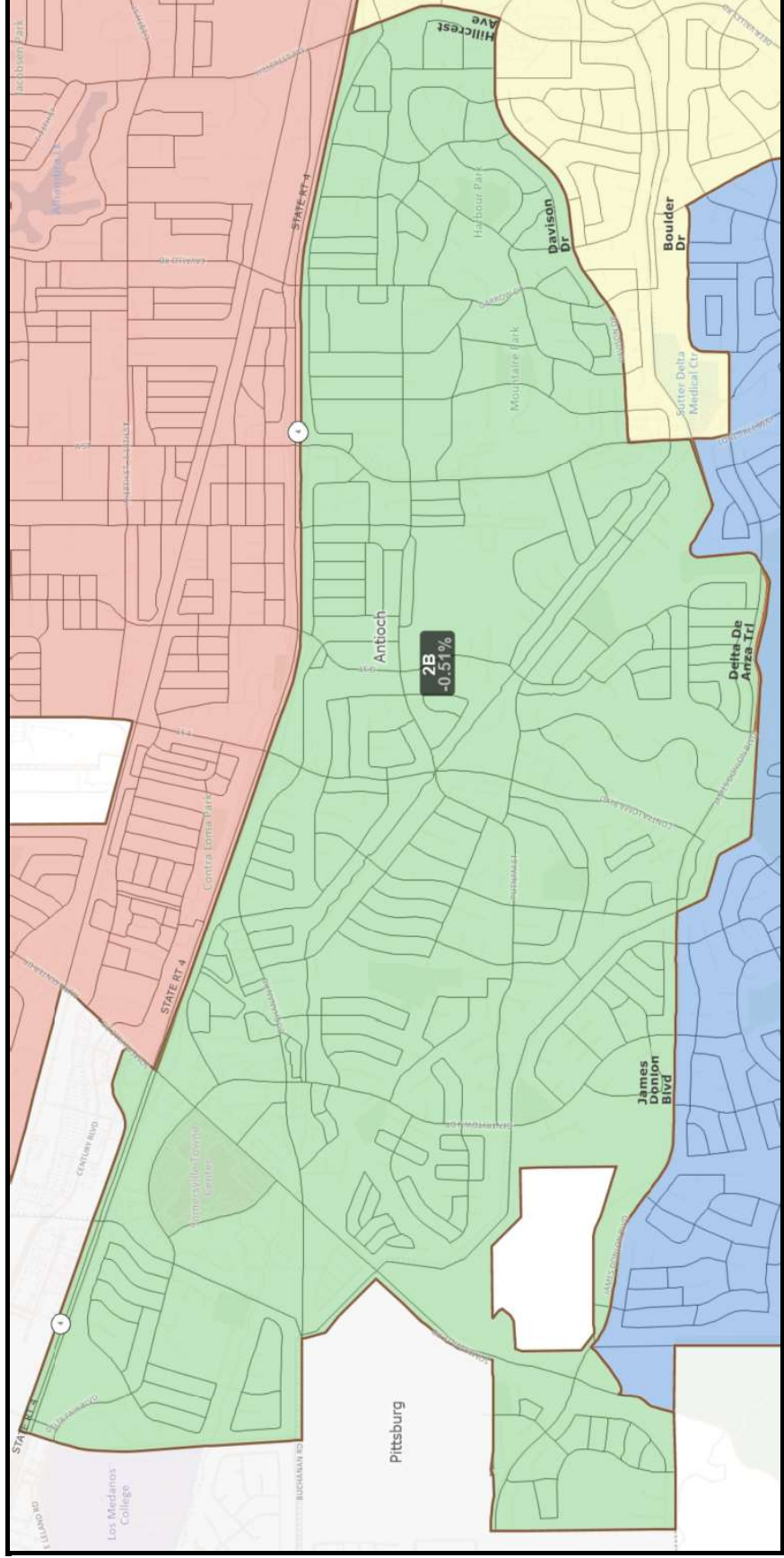
City of Antioch Redistricting: Draft Map B November 2, 2021



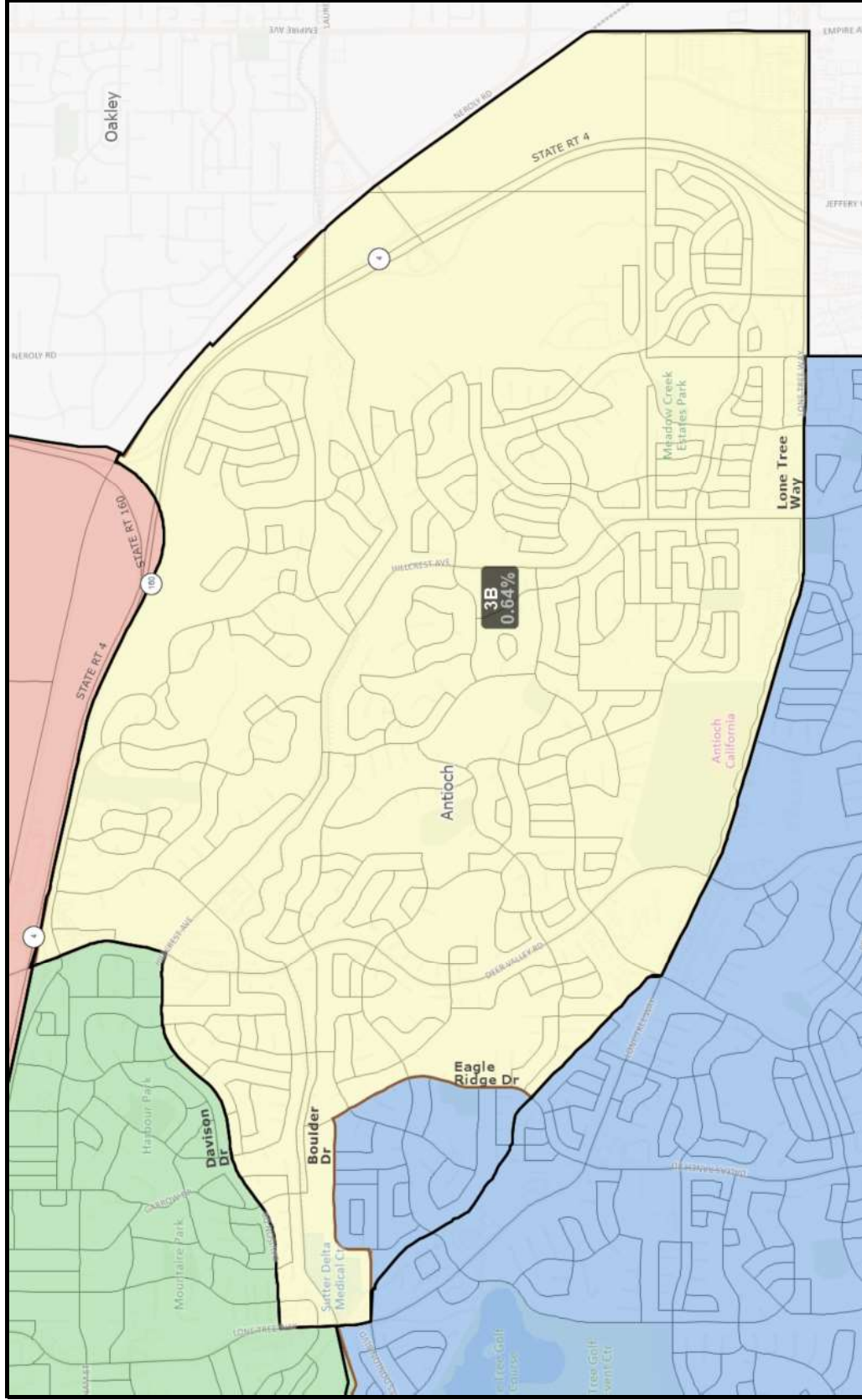
Current Antioch City Council boundaries are shown in **black** on this map. Proposed boundaries are shown in **brown** and filled in with color. Draft Map B only modifies the boundary between District 3 and 4.

Draft Map B: District 1

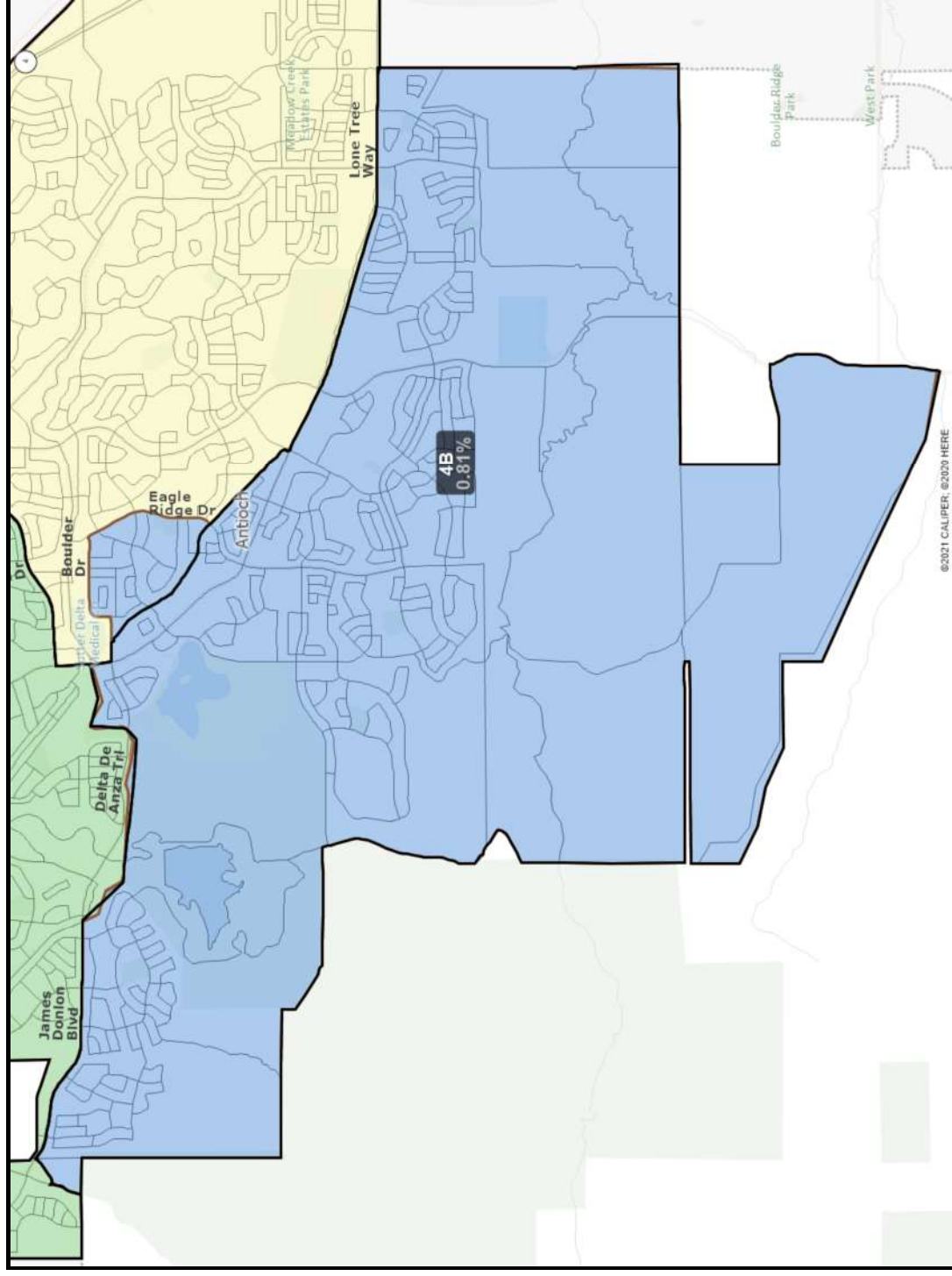




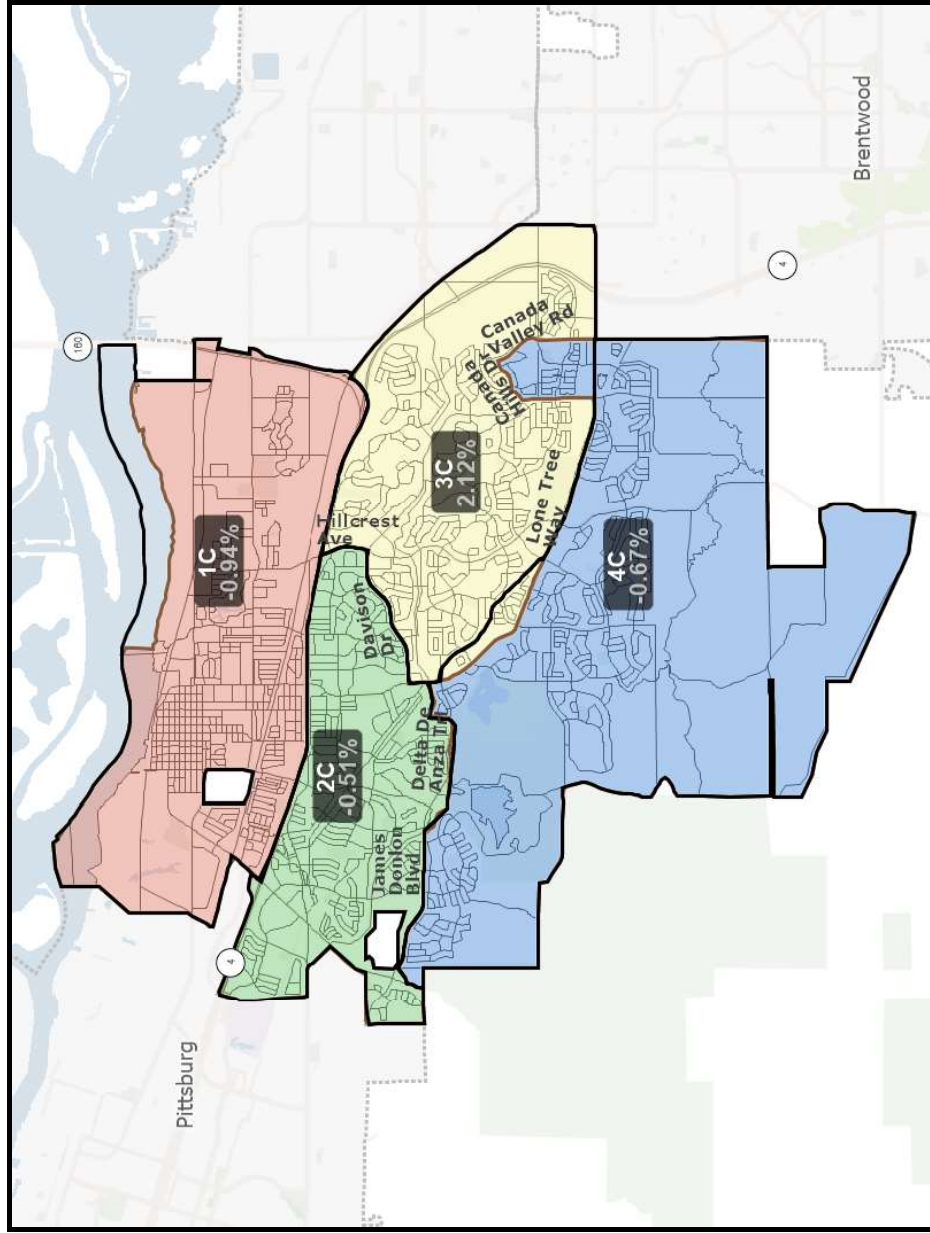
Draft Map B: District 3



Draft Map B: District 4

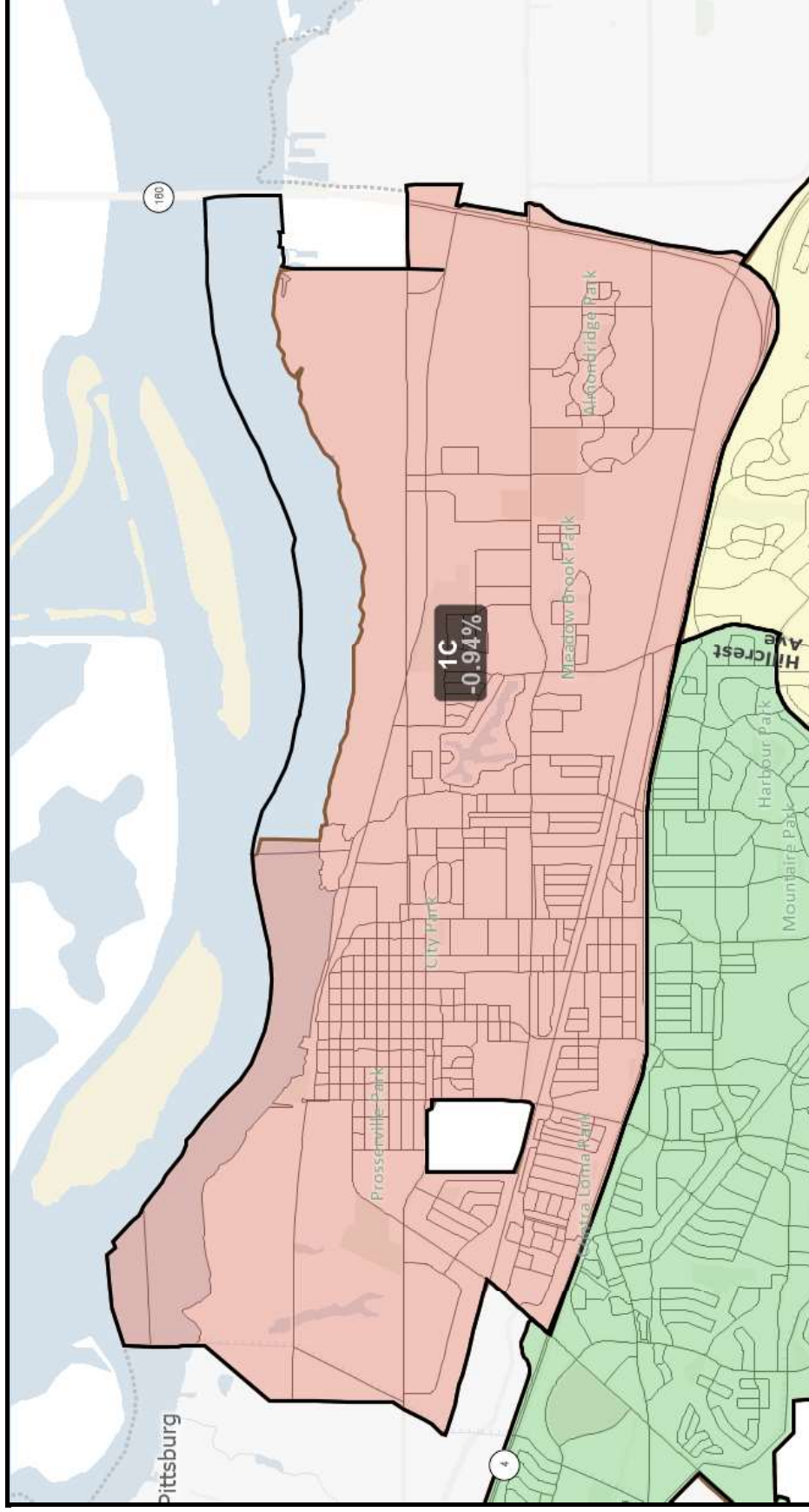


City of Antioch Redistricting:
Draft Map C
November 11, 2021

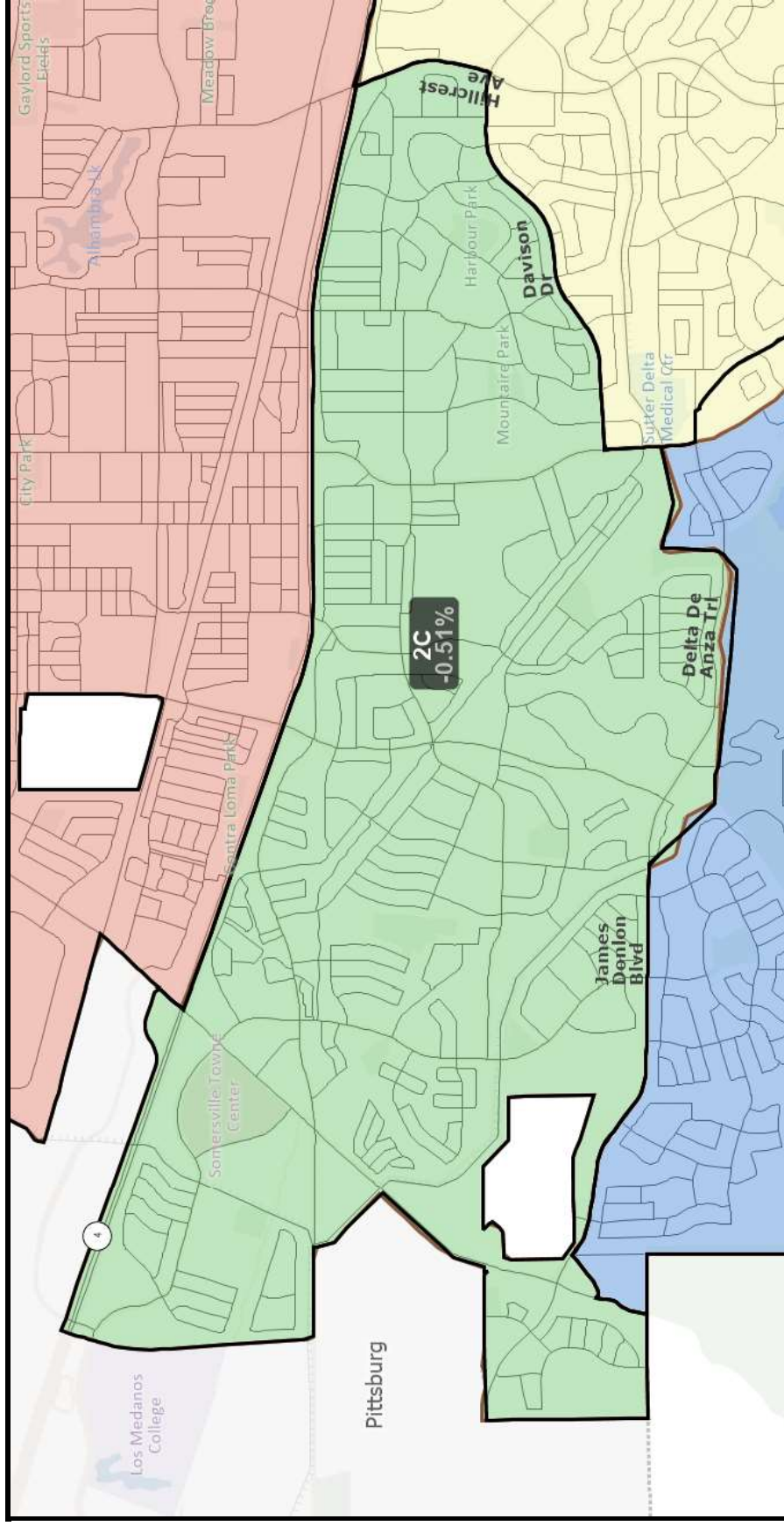


Current Antioch City Council boundaries are shown in **black** on this map. Proposed boundaries are shown in **brown** and filled in with color.
Draft Map C only modifies the boundary between District 3 and 4.

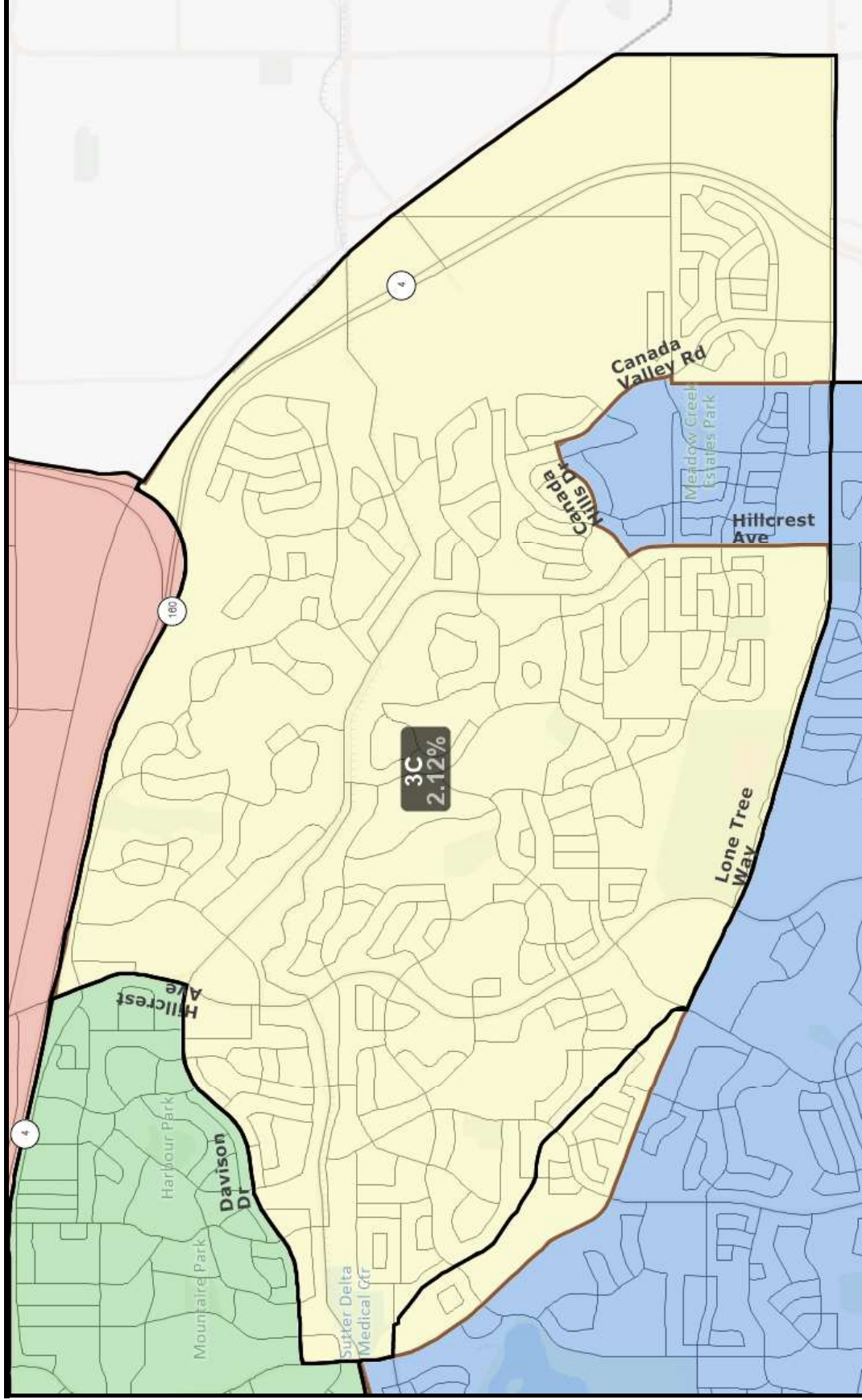
Draft Map C: District 1



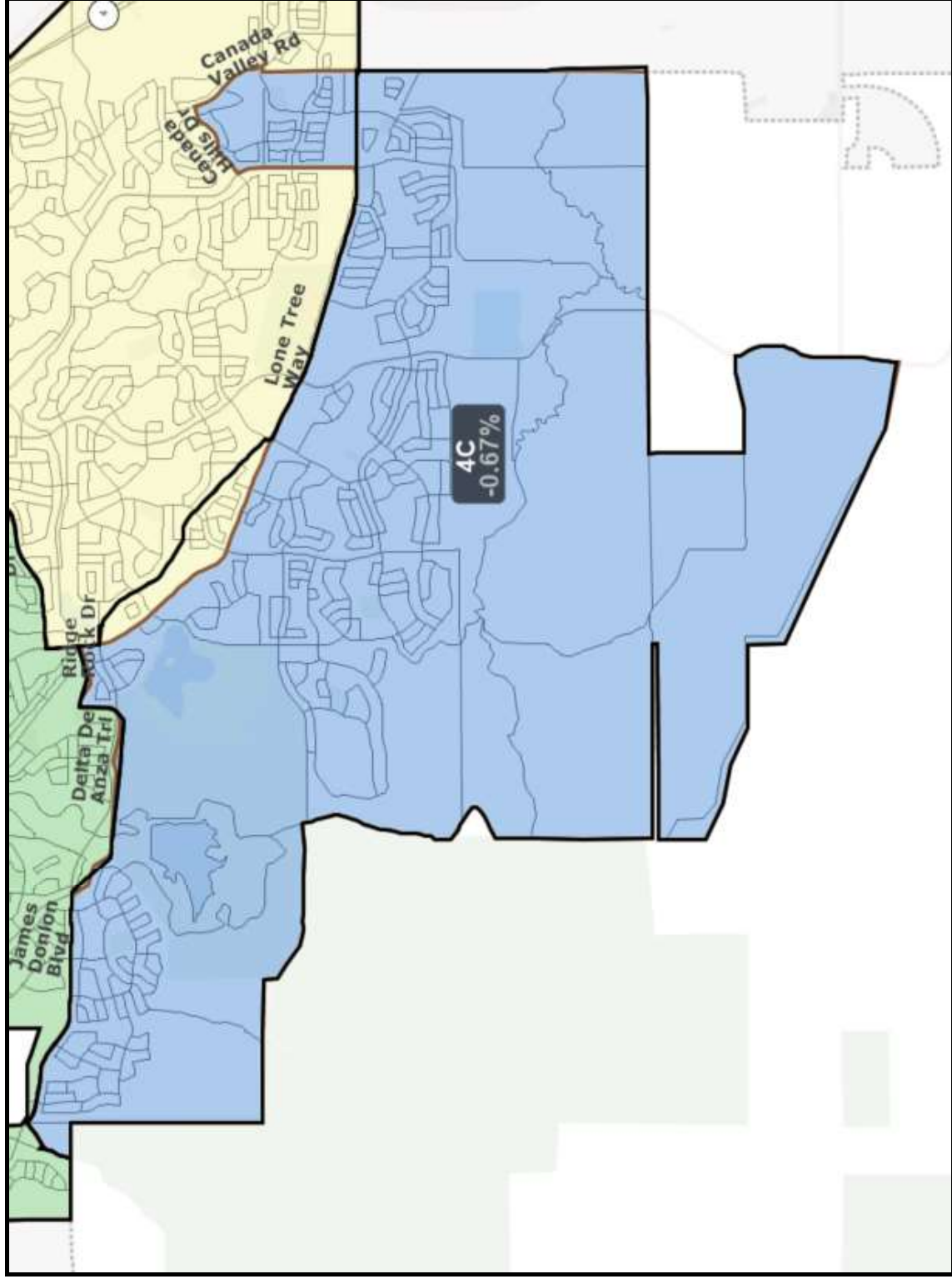
Draft Map C: District 2



Draft Map C: District 3



Draft Map C: District 4



**City of Antioch Redistricting:
Draft Map Demographics
November 11, 2021**

Draft Map A						
District	Population	% Deviation	% Latino CVAP	% Black CVAP	% Asian CVAP	% NH White CVAP
1A	28622	-0.94%	26.42%	23.94%	5.96%	40.59%
2A	28749	-0.51%	26.53%	19.74%	7.96%	42.32%
3A	28628	-0.92%	24.16%	21.56%	17.91%	33.42%
4A	29581	2.37%	24.70%	26.37%	18.03%	26.46%
Draft Map B						
District	Population	% Deviation	% Latino CVAP	% Black CVAP	% Asian CVAP	% NH White CVAP
1B	28622	-0.94%	26.42%	23.94%	5.96%	40.59%
2B	28749	-0.51%	26.53%	19.74%	7.96%	42.32%
3B	29080	0.64%	23.97%	20.15%	19.53%	33.65%
4B	29129	0.81%	24.88%	27.71%	16.48%	26.25%
Draft Map C						
District	Population	% Deviation	% Latino CVAP	% Black CVAP	% Asian CVAP	% NH White CVAP
1C	28622	-0.94%	26.42%	23.94%	5.96%	40.59%
2C	28749	-0.51%	26.53%	19.74%	7.96%	42.32%
3C	29509	2.12%	23.40%	22.24%	17.69%	34.29%
4C	28700	-0.67%	25.52%	25.86%	18.26%	25.27%

Racial and ethnic characteristics of the Citizens Voting Age Population (CVAP) are tabulated according to Department of Justice standards.

*NH White CVAP = Non-Hispanic White Citizens Voting Age Population



PROCLAMATION HONORING ANTIOCH CITY MANAGER ROWLAND “RON” BERNAL
FOR THIRTY-SIX YEARS OF DEDICATED PUBLIC SERVICE, TWENTY-THREE OF WHICH
WERE WHOLEHEARTEDLY DEVOTED TO THE CITY OF ANTIOCH

December 14, 2021

WHEREAS, City Manager Ron Bernal's professional career in the public sector spans thirty-six years with twenty-three years in service to the City of Antioch, advancing the community's mission in a variety of roles, starting as Assistant City Engineer and working his way up the ranks to Antioch's City Manager;

WHEREAS, City Manager Ron Bernal through hard work and determination has moved Antioch City Hall -the People's House-- into the 21st Century by embracing the idea that local governments have to do more to meet the growing needs of the communities they serve;

WHEREAS, understanding these new needs, City Manager Ron Bernal has administered some of Antioch's largest structural improvements in the City's history from rebuilding the Economic Development Department, which has led to a burgeoning local cannabis industry, to instituting critical reforms at the Police Department following the Nation's racial reckoning after the murder of George Floyd;

WHEREAS, City Manager Ron Bernal's relentless fight to protect and preserve Antioch's pre-1914 water rights from the State of California's overreach, resulted in the \$90,000,000 construction of the Delta region's first Brackish Water Desalination Plant, ensuring residents are protected from drought, high water costs and uncertainty created by Sacramento water politics;

WHEREAS, as a follower of Jesus Christ, City Manager Ron Bernal has not been shy about his values and beliefs, which have positioned the City of Antioch in building a community that provides services for unhoused residents, youth in need of extra support, and individuals suffering from mental health illness, embodying the spirit captured in Matthew 25 versus 35 through 40 "as you did it to one of the least of these my brothers, you did it to me";

WHEREAS, City Manager Ron Bernal fully embraced the notion that "opportunity lives here," seeking to capture the incredible potential of Antioch's offerings, throughout Antioch and including its waterfront with the establishment of new branding efforts, the Rivertown Dining District, a city cultural mural program, and much, much more;

WHEREAS, while City Manager Ron Bernal led the previously described efforts, he sees these milestones and achievements as the fruits of his colleagues, always downplaying that his encouragement, engagement and commitment to details have left an indelible mark on countless City endeavors;

WHEREAS, City Manager Ron Bernal should take great pride in administratively shepherding the City of Antioch's dramatic return to financial health during his years of leadership, taking the agency's fiscal responsibility to new heights;

WHEREAS, City Manager Ron Bernal's early adult years were significantly shaped by the presence of an extraordinary woman named Irma who captured his heart, anchored him with a compass, motivated him to embrace the possibilities of serving others, and today continues to support him in every way imaginable as his wife and partner, alongside his children, grandchildren and extended family;

WHEREAS, the City wishes to express its gratitude to City Manager Ron Bernal for 23 years of professionalism and service to the people of Antioch, and express sincere appreciation to the Bernal family for allowing him to share his talents with the community.

NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch, do hereby honor City Manager Ron Bernal for twenty-three years of dedicated public service to our community and wish him and his family a healthy and joyous next chapter.

DECEMBER 14, 2021

LAMAR A. THORPE, Mayor

**CITY COUNCIL MEETING
INCLUDING THE ANTIOCH CITY COUNCIL
ACTING AS HOUSING SUCCESSOR
TO THE ANTIOCH DEVELOPMENT AGENCY**

**Regular Meeting
7:00 P.M.**

**October 26, 2021
Meeting Conducted Remotely**

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 (COVID-19), held Antioch City Council meetings via Comcast channel 24, AT&T U-verse channel 99, and live stream (at www.antiochca.gov). The City Council meeting was conducted utilizing Zoom Audio/Video Technology.

Written public comments were received by 3:00 p.m. the day of the Council Meeting in the following ways: (1) Filled out an online speaker card, located at https://www.antiochca.gov/speaker_card, or (2) Emailed the City Clerk's Department at cityclerk@ci.antioch.ca.us. Oral public comments received during the meeting were received by registering in advance to access the meeting via Zoom Webinar: <https://www.antiochca.gov/speakers> or by dialing (925) 776-3057.

6:00 P.M. - CLOSED SESSION

- 1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** pursuant to Government Code section 54956.9: Miguel Minjares v. City of Antioch, United States District Court for the Northern District of California, Case No. 3:21-cv-01803-VC.
- 2. PUBLIC EMPLOYMENT – Recruitment of City Manager.** This closed session is authorized pursuant to Government Code section 54957.

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**, no reportable action; and, **#2 PUBLIC EMPLOYMENT – Recruitment of City Manager**, no reportable action.

MOTION TO ADJOURN CLOSED SESSION

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council unanimously adjourned Closed Session at 7:03 P.M.

7:00 P.M. – REGULAR MEETING

Mayor Thorpe called the meeting to order at 7:04 P.M., and City Clerk Householder called the roll.

Present: Council/Agency Members District 1 Torres-Walker, District 2 Barbanica, District 3 Ogorchock, Mayor Pro Tem (District 4) Wilson and Mayor Thorpe

PLEDGE OF ALLEGIANCE

Councilmember Wilson led the Pledge of Allegiance.

1. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Director of Parks and Recreation Helfenberger announced the following civic and community events:

- CONTRA COSTA HEALTH SERVICES – FREE COVID-19 VACCINE
- 2ND ANNUAL FALL-O-WEEN SPOOKTACULAR FAMILY EVENT – Oct. 28, 29 & 30th
- RIVERTOWN TRICK OR TREAT KID'S FEST – Oct. 30th
- TRICK OR TREAT WITH ANTIOCH POLICE DEPARTMENT – Oct. 31st

Councilmember Ogorchock announced Iglesia Ni Cristo Church of Christ would be participating in the Worldwide Aid to Humanity at 10:00 A.M on October 30, 2021, at Contra Loma Estates Park.

2. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Householder announced the following Board and Commission openings:

- Parks and Recreation Commission: deadline date is October 29, 2021
- Sales Tax Citizens' Oversight Committee: deadline date is October 29, 2021
- Police Crime Prevention Commission: deadline date is November 12, 2021
- Board of Administrative Appeals: deadline date is November 12, 2021

She reported applications were available at: www.bit.ly/ApplyAntioch, on the City's website or by contacting Councilmembers.

PUBLIC COMMENTS

The following public comment was read and translated in Spanish and English by Assistant City Manager Bayon Moore.

Sandra Compos, Antioch resident, representing ECCE, provided written comment in support of an ordinance against tenant harassments, a moratorium against evictions, the development of a mental health crisis response team and Councilmember Torres-Walker.

The following public comments were read into the record by City Clerk Householder.

Donald Lang, Pittsburg resident, ACCE, provided written comment in support of rental protections, just cause and antiharassment ordinances as well as Councilmember Torres-Walker's accomplishments serving on the City Council.

Raquel Maramag, ACCE, provided written comment in support of tenant anti-harassment and stronger just cause for eviction ordinances.

Mark, District 2, provided written comment welcoming the Department of Justice collaboration with the Antioch Police Department.

Robbie, District 2, provided written comment in support of the recall efforts for Mayor Thorpe.

Lamar Obvious provided written comment expressing concern regarding elected officials who blocked comments on social media and in support of the recall of Councilmembers.

The following public comments were made by individuals utilizing Zoom Audio/Video Technology.

Devin Williams, Antioch resident, representing ACCE, spoke in support of the City passing an anti-harassment ordinance. He discussed Councilmember Torres-Walker's accomplishments.

Destiny Briscoe, Pittsburg resident, representing ACCE, spoke in support of Councilmember Torres-Walker's accomplishments.

Francisco Torres representing ACCE, spoke in support of a tenant anti-harassment and stronger just cause for eviction ordinances.

Frank Sterling reported on his attendance at a recent press conference and supported the City Council passing an anti-harassment ordinance.

The Moodys expressed concern regarding illegal activity and animal control issues occurring in their neighborhood. They reported tensions had escalated and police response had been delayed. They urged the City Council to address this matter.

Carmen Ponce, speaking in Spanish and translated by Mayor Thorpe, reported she had been a victim of landlord harassment and feared her family would be evicted. She requested the City Council pass an anti-harassment ordinance. She also spoke in support of Councilmember Torres-Walker.

Mayor Thorpe explained that the purpose of Public Comments was to provide one-way communication to Council on items not agendaized. He noted staff would do their best to follow up and urged residents to contact Councilmembers directly. Contact information was provided.

COUNCIL SUBCOMMITTEE REPORTS/COMMUNICATIONS

Councilmember Torres-Walker thanked Mayor Thorpe for translating for Carmen Ponce. She reported on her attendance at the Violence Prevention Ad Hoc Committee meeting. She announced the Employment Resource Health and Wellness Fair would be held from 11:00 A.M. – 3:00 P.M. on October 30, 2021 at Somersville Towne Center.

Councilmember Barbanica reported on a phone meeting he had with Interim Chief Morefield regarding issues surrounding the methadone clinic. He also reported he had met with the Chair of the Economic Development Commission who was looking for direction from Council regarding ideas brought forward by the Commission. He noted he also met with Director of Economic Development Reed to discuss job creation in the Somersville and Slatten Ranch areas.

Councilmember Wilson announced the Tri Delta Transit meeting would be held on October 27, 2021.

MAYOR'S COMMENTS

Mayor Thorpe announced he would be attending the Tri Delta Transit meeting on October 27, 2021, and the Annual Tri Delta Transportation Conference with Councilmember Wilson. He reported the City Council would be holding a Study Session on November 16, 2021, to discuss follow-up items, one of which was a discussion on rental protections. He requested ACCE be prepared to give a presentation at that meeting.

3. PRESENTATION

Director of Community Development Ebbs introduced Senior Planner Merideth who introduced the item and Curtis Banks, Meredith Rupp, and Javier Silva, Urban Planning Partners Inc., who gave a Housing Element, Environmental Hazard Element, and Environmental Justice Requirements PowerPoint presentation.

Andrew Becker requested the City meet with his organization to discuss affordable housing projects.

Councilmember Ogorchock encouraged the City to engage senior residents in the process.

In response to Councilmember Ogorchock, Senior Planner Merideth gave an overview of the 2015-2020 RHNA units built and permits issued.

Mayor Thorpe encouraged Urban Planning Partners to work closely with Councilmembers Barbanica and Torres-Walker with regards to issues related to their districts. He thanked Urban Planning Partners for the presentation.

- 4. CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency**
 - A. APPROVAL OF COUNCIL MEETING MINUTES FOR SEPTEMBER 28, 2021**
 - B. APPROVAL OF COUNCIL MEETING MINUTES FOR OCTOBER 12, 2021**
 - C. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR OCTOBER 16, 2021**

- D. APPROVAL OF COUNCIL WARRANTS
- E. APPROVAL OF HOUSING SUCCESSOR WARRANTS
- F. REJECTION OF CLAIM: KATHRYN MAGUIRE
- G. ORDINANCE NO. 2198-C-S SECOND READING – ORDINANCE AMENDING §9-5.2507 OF THE ANTIOCH MUNICIPAL CODE REGARDING RULES OF PROCEDURE FOR THE TIMING OF RECOMMENDATIONS BY THE PLANNING COMMISSION (Introduced on 10/12/2021)
- H. ORDINANCE NO. 2199-C-S SECOND READING – ORDINANCE AMENDING THE ANTIOCH MUNICIPAL CODE SECTIONS 9-5.203, 9-5.3801, 9-5.3845, AND THE DOWNTOWN SPECIFIC PLAN, RELATING TO CANNABIS BUSINESSES, BY ALLOWING CANNABIS BUSINESSES IN ADDITIONAL AREAS, MODIFYING THE DEFINITION OF SENSITIVE USES, AND SETTING DISTANCE REQUIREMENTS RELATING TO CANNABIS BUSINESSES (Introduced on 10/12/2021)
- I. RESOLUTION NO. 2021/167 AB 361: RESOLUTION TO CONDUCT BROWN ACT MEETINGS BY TELECONFERENCE
- J. RESOLUTION NO. 2021/168 ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE ANTIOCH PAVEMENT REHABILITATION (P.W. 392-31)
- K. RESOLUTION NO. 2021/169 APPROVAL OF A NEW-TO-FLEET CATERPILLAR BACKHOE MODEL 430 UTILIZING A SOURCEWELL COOPERATIVE PURCHASING AGREEMENT WITH PETERSON CAT
- L. RESOLUTION NO. 2021/170 APPROVING ANNEXATION OF ASSESSOR'S PARCEL NUMBERS 051-052-112 AND 051-052-113 (ACORN SELF STORAGE) INTO CITY-WIDE STREET LIGHT AND LANDSCAPE MAINTENANCE DISTRICT 2A, ZONE 3 (PW 357-301-19)

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica, the City Council unanimously approved the Council Consent Calendar with the exception of items F and H, which were removed for further discussion.

Item F – On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously referred Item F to Closed Session.

Item H – On motion by Councilmember Wilson, seconded by Councilmember Torres-Walker the City Council approved Item H. The motion carried the following vote:

Ayes: Torres-Walker, Wilson, Thorpe

Noes: Barbanica, Ogorchock

COUNCIL REGULAR AGENDA

5. BEEDE LUMBER SITE UPDATE

City Manager Bernal presented the staff report dated October 26, 2021, recommending the City Council receive the update and provide direction.

Mayor Thorpe reminded the public that the purpose of this item was for Council to begin discussions related to proposals brought forward regarding the use of the Beede Lumber site.

The following public comments were read into the record by City Clerk Householder.

Don Bright, Kim Stadtlander, J. A Zuwala, Betty Blaze, Rick Stadtlander, Kerry Motts, Susan Welch, Ann Lake, Antioch resident, Karen Kops, Antioch resident, Michael Gabrielson, Antioch resident, Joy Motts, Katie Bookman Lamothe, Antioch resident and Lucille Meinhardt, Antioch resident provided written comment in support of a public use option such as a park, town square or event plaza for the Beede Lumberyard Site.

The following public comments were made by individuals utilizing Zoom Audio/Video Technology.

Lee Ballesteros and Frank Sterling spoke in support of a public use option such as a park for the Beede Lumberyard Site.

In response to Councilmember Torres-Walker, Mayor Thorpe and Councilmembers Wilson and Ogorchock gave a history of what had occurred in the past regarding the development of the property.

Councilmember Barbanica stated he wanted to see the proposals and costs analysis related to the development of the property.

Councilmember Ogorchock reported the City had numerous parks. She noted the original Beede Lumberyard blocked the view from the residential areas and trains had always been in the area. She further noted concerts in the park had been occurring at Waldie Plaza. She suggested beautifying City Park and sending out an RFP/RFQ for development of the Beede parcel.

Mayor Thorpe reminded Council that the City would be considering changing zoning laws to make it easier to develop at higher densities. He stated it was important for Council to be clear on what their intent was for this property.

Councilmember Torres-Walker suggested the City should do more community engagement to engage indigenous, diverse and young community members.

Councilmember Ogorchock reported many new restaurants discussed the need for more people in downtown with disposable incomes.

Following discussion, Council consensus invited the town square proponent to make a presentation to Council on November 23, 2021, City Council meeting. They also requested a recap of City Ventures' proposal for the property as well as the proposal to fill the property with grass.

6. DIRECTION TO STAFF REGARDING AMENDMENT OF ANTIOCH MUNICIPAL CODE TO REMOVE OIL AND GAS DRILLING, PRODUCTION, AND EXPLORATORY OPERATIONS AS PERMITTED USES IN THE M-2 AND S ZONES

City Attorney Smith presented the staff report dated October 26, 2021 recommending the City Council provide direction to staff concerning the following: 1) Whether the City Council is seeking a ban (permanent) or a moratorium (temporary) on oil and gas drilling; and 2) Whether staff should agendaize the proposed ordinance for an upcoming Planning Commission meeting, so that following the Planning Commission's recommendation, the City Council can take subsequent action to adopt the ordinance.

The following public comments were read into the record by City Clerk Householder.

Rachael D. Spradley DO, Amanda Millstein MD, J. Illana Weisman, representing 350 Contra Costa, Elizabeth Ortega MD, Jackie Mostow MD, Mike Moore, Oakley resident, Debra, Antioch resident and Charles Davidson, Hercules resident, provided written comment in support of a ban on oil and gas drilling in the City of Antioch.

The following public comments were made by individuals utilizing Zoom Audio/Video Technology.

Harry Thurston, Shoshana Wechsler, Jeffrey Mann, Lafayette resident, Josh Odiase, Ian Cohen, Jackie Garcia representing 350 Contra Costa and Interfaith Climate Action Network of Contra Costa County, Sarah Morgan, Alexi Lindeman, Meghan Thompson and Liselle Cannahan spoke in support of a ban on oil and gas drilling in the City of Antioch.

Councilmember Wilson voiced her support of banning oil and gas drilling in the City of Antioch and noted that it was consistent with the Strategic Plan goals set by the City Council and the Climate Action Resilience Plan.

In response to Councilmember Barbanica, staff reported that they were not aware of any owners expressing interest in drilling at the two locations identified.

Councilmember Barbanica commented the Council had not been contacted by anyone in opposition to the ban on oil and gas drilling.

Councilmember Torres-Walker thanked Councilmember Wilson for bringing this item forward and Mayor Thorpe for agendaizing the item for discussion. She spoke in support of a ban on oil and gas drilling so those seeking future projects would not be provided the opportunity. She stated she also hoped the County saw this as a call to action to do the same.

Mayor Thorpe stated he was in support of this item and noted for planning purposes he would not want this item to take priority when other items had been in the pipeline.

City Attorney Smith responded that he could prepare this item relatively quickly and noted other items involved negotiations with multiple parties.

The City Council consensus directed staff to bring back an ordinance banning oil and gas drilling for Council consideration.

7. SESQUICENTENNIAL CELEBRATION UPDATE

City Manager Bernal presented the staff report dated October 26, 2021, recommending the City Council receive the update and provide direction.

The following public comment was read into the record by City Clerk Householder.

Lucile Meinhardt, Antioch resident, provided written comment in support of the Sesquicentennial Celebration.

The following public comment was made by an individual utilizing Zoom Audio/Video Technology.

Frank Sterling supported the Sesquicentennial Celebration and suggested the City consider inclusion of ceremonies recognizing indigenous people and the historical burial grounds in downtown Antioch.

In response to Councilmember Torres-Walker, City Manager Bernal explained there had not been a formal RFP process for the planning of these events. He noted the process was inherited by the Celebrate Antioch Foundation.

Mayor Thorpe added that this item started as a Council project with former Mayor Wright and former Councilmember Motts; however, when they were not reelected, and the question came back to Council no one expressed interest in participating in the Ad Hoc Committee. He noted there was no formal structure following that connected to the City Council.

Director of Parks and Recreation Helfenberger explained that staff worked with the Celebrate Antioch Foundation because they had a history of providing events that the City had not fully funded or organized. He noted if there was a desire to proceed in a different manner, they would be able to do so. He reported they had actively sought out service organizations who were

interested in participating in the process. He noted several events were envisioned and there were opportunities to evolve those ideas and work with Council on their vision.

Mayor Thorpe added that Councilmember Ogorchock had been participating in some of the planning meetings.

Councilmember Ogorchock explained that the Celebrate Antioch Foundation was comprised of a diverse group. She reported the city would be providing a monetary allocation and in-kind services. She noted the committee stopped meeting in 2020 due to the pandemic and had recently resumed. She stated that she was not in support of the administrative fee, and she had asked for a separate accounting of the \$100k in city funds. She stated there were a lot of expenses and there were various organizations fundraising for these efforts.

Councilmember Barbanica stated he supported the City allocating \$100k for these events; however, he felt it should remain in City funds and be paid directly from the finance department to the vendors. Additionally, he stated he did not support a \$25k administration fee.

Councilmember Torres-Walker expressed concern that an RFP and budget had not come before the city. She stated she did not support the \$25K administration fee. She recognized those who were fundraising for the events. She spoke in support of a more formal process and expanding the conversation to a more diverse population.

In response to Councilmember Wilson, Director of Parks and Recreation Helfenberger reported that a recent fundraiser to obtain sponsors raised approximately \$15-20k before expenses.

Councilmember Wilson voiced her support for incorporating other groups into the program and events occurring throughout the City.

Councilmember Ogorchock expressed concern that going out to the RFP or RFQ process may jeopardize events already planned.

Councilmember Torres-Walker stated she had not provided any input with regards to the timeline, proposal, and budget. She reiterated that she felt there needed to be a more formal process.

Councilmember Ogorchock stated she has shared with the Celebrate Antioch Foundation that they needed to be mindful that City money belong to constituents. She reported that she had requested this item be brought forward to Council at the beginning of the year and that had not occurred. She noted that Celebrate Antioch wanted the celebration to be a success, so they took over organizing efforts. She stated she understood the desire for a more formal process; however, she believed that that time had passed if they wanted events to take place.

In response to Mayor Thorpe, Director of Parks and Recreation Helfenberger reported staff began discussions with Celebrate Antioch for the Sesquicentennial events in August following the planning for this year's 4th of July events.

Councilmember Torres-Walker stated she felt Council should have been invited to the process. She noted it did not alleviate her concerns regarding funding and community engagement.

Director of Parks and Recreation Helfenberger reported the City of Antioch's special event policy identified the 4th of July as a city supported event and provided funding in the past through Civic Enhancement Grants.

Councilmember Wilson suggested inviting Celebrate Antioch to make a presentation of their proposal.

Councilmember Barbanica stated that he believed the City needed to move forward because if there was a delay events may not occur. He noted Celebrate Antioch had a history of doing good work, so he proposed moving forward with the \$100K in funds run through the finance department and eliminating the \$25k admin fee.

Councilmember Torres-Walker stated she supported Councilmember Barbanica's position with a plan, timeline, budget, and community participation.

Mayor Thorpe commented that administrative fees were typical for organizations that volunteered to organize events.

Councilmember Torres-Walker stated she believed there needed to be a process and guidelines developed for administrative fees.

Following discussion, the City Council invited Celebrate Antioch to make a presentation and participate in a dialog with Council at the Work Study Session on November 16, 2021.

PUBLIC COMMENTS – None

STAFF COMMUNICATIONS

City Manager Bernal recognized the Department of Public Works abatement efforts during the recent storms. He announced sandbags were available through the Public Works Department and could be picked up prior to major storm events. He reported the design phase of the City's Mobile Crisis Intervention Program was anticipated to conclude and he encouraged residents to respond to the survey.

COUNCIL COMMUNICATIONS

Councilmember Torres-Walker thanked Councilmember Ogorchock for chairing the Police Oversight Committee meeting and congratulated Councilmember Wilson for becoming the new Chair. She requested the establishment of a Youth Commission and Human Rights and Racial Equity Commission be agendaized for discussion. She also requested discussions for increasing street sweeping, hourly parking and parking enforcement.

Councilmember Wilson reminded staff to bring back a resolution to the County on banning oil and gas drilling.

Councilmember Ogorchock requested the City hold a Youth Appreciation Day.

Mayor Thorpe thanked staff and Assistant City Manager Bayon Moore for attending and helping to organize the Key to the City event.

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council unanimously adjourned the meeting at 10:26 P.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk

CITY COUNCIL MEETING

Special Meeting/Closed Session
9:00 A.M.

November 2, 2021
Meeting Conducted Remotely

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 (COVID-19), held Antioch City Council meetings via Comcast channel 24, AT&T U-verse channel 99, and live stream (at www.antiochca.gov). The City Council meeting was conducted utilizing Zoom Audio/Video Technology.

Written public comments were received by 7:00 a.m. the day of the Council Meeting in the following ways: (1) Filled out an online speaker card, located at https://www.antiochca.gov/speaker_card, or (2) Emailed the City Clerk's Department at cityclerk@ci.antioch.ca.us. Oral public comments received during the meeting were received by registering in advance to access the meeting via Zoom Webinar: <https://www.antiochca.gov/speakers> or by dialing (925) 776-3057.

Mayor Thorpe called the Special Meeting/Closed Session to order at 9:01 A.M., and City Clerk Householder called the roll.

Present: Council Members District 1 Torres-Walker, District 2 Barbanica, District 3 Ogorchock, Mayor Pro Tem (District 4) Wilson and Mayor Thorpe

PLEDGE OF ALLEGIANCE

Mayor Thorpe led the Pledge of Allegiance.

PUBLIC COMMENTS for Closed Session – None

CLOSED SESSION:

1. **PUBLIC EMPLOYMENT:** Recruitment of City Manager pursuant to Government Code section 54957.
2. **CONFERENCE WITH LABOR NEGOTIATORS** pursuant to Government Code section 54957.6. Unrepresented employee: Interim City Manager Candidate.

The City Council adjourned to Closed Session at 9:02 A.M.

Mayor Thorpe called the Special Meeting/Closed Session back to open session at 10:57 A.M. with all Councilmembers present.

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: **#1 PUBLIC EMPLOYMENT:** Recruitment of City Manager; no reportable action and,

#2 CONFERENCE WITH LABOR NEGOTIATORS, this item was not discussed and there was no action taken by the City Council.

ADJOURNMENT

On motion by Councilmember Wilson, seconded by Councilmember Ogorchock the City Council unanimously adjourned the meeting at 10:57 A.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 14, 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 November 9, 2021

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of November 9, 2021.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 14, 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 Special Meeting/Closed Session Minutes of November 16, 2021

RECOMMENDED ACTION

It is recommended that the City Council continue the Special Meeting/Closed Session Minutes of November 16, 2021.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.

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12-14-21



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 14, 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 November 23, 2021

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of November 23, 2021.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
NOVEMBER 11 - DECEMBER 1, 2021
FUND/CHECK#

100 General Fund

Non Departmental

00397375	CONTRA COSTA COUNTY	PAYROLL	574.36
00397376	CONTRA COSTA COUNTY	PAYROLL	50.00
00397413	LIFE INSURANCE CO OF NORTH AMERICA	PAYROLL	3,992.82
00397420	MUNICIPAL POOLING AUTHORITY	PAYROLL	1,956.92
00397421	MUNICIPAL POOLING AUTHORITY	PAYROLL	3.00
00397422	MUNICIPAL POOLING AUTHORITY	Q1-FY22 EAP PROGRAM	3,489.33
00397428	PARS	PAYROLL	4,218.12
00397439	STATE OF CALIFORNIA	PAYROLL	200.00
00397481	COPWARE INC	RENEWAL JULY - DECEMBER	512.50
00397512	EMPLOYEE	PAYROLL EFT REPLACEMENT	25.00
00397574	ANYTIME FITNESS	PAYROLL	39.00
00397597	CONTRA COSTA COUNTY	PAYROLL	210.00
00397603	DIAMOND HILLS SPORT CLUB	PAYROLL	80.00
00397622	IN SHAPE HEALTH CLUBS	PAYROLL	576.99
00397627	LIFE INSURANCE CO OF NORTH AMERICA	PAYROLL	3,966.80
00397641	MUNICIPAL POOLING AUTHORITY	PAYROLL	1,938.52
00397642	MUNICIPAL POOLING AUTHORITY	PAYROLL	1,415.75
00397648	OPERATING ENGINEERS LOCAL NO 3	PAYROLL	3,630.00
00397651	PARS	PAYROLL	3,779.98
00397655	PLANET FITNESS	PAYROLL	21.99
00397667	STATE OF CALIFORNIA	PAYROLL	200.00
00941144	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	38,384.64
00941149	VANTAGEPOINT TRANSFER AGENTS	PAYROLL	8,912.13
00941150	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	28,654.65
00941165	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL	880.00
00941166	ANTIOCH POLICE OFFICERS ASSOC	PAYROLL	21,158.96
00941167	APWEA	PAYROLL	4,429.15
00941276	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	38,460.46
00941326	VANTAGEPOINT TRANSFER AGENTS	PAYROLL	8,912.13
00941346	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	28,291.24

City Attorney

00397353	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	256.16
00397470	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	23,908.04
00397490	EDRINGTON SCHIRMER AND MURPHY	LEGAL SERVICES RENDERED	1,442.50
00397495	FEDEX	SHIPPING	176.08
00397506	HANSON BRIDGETT LLP	LEGAL SERVICES RENDERED	51,083.05
00397518	LEXISNEXIS	LEGAL SERVICES RENDERED	229.00
00397524	MEYERS NAVE A PROFESSIONAL CORP	LEGAL SERVICES RENDERED	20,485.90
00397529	OFFICE DEPOT INC	SUPPLIES	112.90
00397552	TELECOM LAW FIRM PC	LEGAL SERVICES RENDERED	1,511.40

City Manager

00397340	ALHAMBRA	CHECK REPLACEMENT	25.50
00397424	OFFICE DEPOT INC	SUPPLIES	141.92
00397446	VOLER STRATEGIC ADVISORS INC	CONSULTANT	8,000.00
00397455	AMBIUS	PLANT RENTAL/ROTATION	312.37



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
NOVEMBER 11 - DECEMBER 1, 2021
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00397498	FOCUS STRATEGIES	CONSULTING SERVICES	7,860.00
00397517	LAUNDERLAND	HOMELESS SERVICES	232.00
00397529	OFFICE DEPOT INC	SUPPLIES	96.51
City Clerk			
00397394	EIDEN, KITTY J	MINUTES CLERK	5,731.25
00397579	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	700.00
00941147	RAY MORGAN COMPANY	COPIER USAGE	383.93
City Treasurer			
00397415	LOOMIS ARMORED LLC	ARMORED CAR PICK UP	208.33
00941146	PFM ASSET MGMT LLC	ADVISORY SERVICES	10,216.30
Human Resources			
00397424	OFFICE DEPOT INC	SUPPLIES	555.30
00397579	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,022.95
00397676	WILLIAM AVERY AND ASSOCIATES	RISK MANAGER RECRUITMENT	7,900.00
00941147	RAY MORGAN COMPANY	COPIER USAGE	411.00
Economic Development			
00397449	ZEPEDA, MARIA LIZEHT	EXPENSE REIMBURSEMENT	49.51
00397467	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,601.00
Finance Administration			
00397424	OFFICE DEPOT INC	SUPPLIES	39.81
00397539	RICHARDSON, SHELLEY RENEE	EXPENSE REIMBURSEMENT	82.30
00941147	RAY MORGAN COMPANY	COPIER USAGE	535.14
Finance Accounting			
00397339	ACCONTEMPS	TEMP SERVICES	1,654.08
00397450	ACCONTEMPS	TEMP SERVICES	2,205.44
00397466	BADAWI & ASSOCIATES	AUDITING SERVICES FOR FY2021	27,193.50
00941157	SUPERION LLC	ASP SERVICE	37,653.58
Finance Operations			
00397424	OFFICE DEPOT INC	OFFICE SUPPLIES	67.06
00397557	UNITED PARCEL SERVICE	ELECTRIC	9.00
00941147	RAY MORGAN COMPANY	COPIER USAGE	652.20
Non Departmental			
00397447	WAGEWORKS	ADMIN FEE	320.00
00397542	ROCADADO, JAVIER G	ANTIOCH MARINA VETERANS MURAL	20,000.00
00941236	RETIREE	MEDICAL AFTER RETIREMENT	1,842.77
Public Works Administration			
00941147	RAY MORGAN COMPANY	COPIER USAGE	324.65
Public Works Street Maintenance			
00397346	ANTIOCH ACE HARDWARE	SUPPLIES	41.45
00397361	C AND J FAVALORA TRUCKING INC	ASPHALT REMOVAL	6,625.50
00397386	DELTA GRINDING CO INC	ASPHALT	3,750.00
00397405	INTERSTATE SALES	THERMOPLASTIC	4,960.70
00397461	ANTIOCH BUILDING MATERIALS	ASPHALT	4,789.14
00397476	C AND J FAVALORA TRUCKING INC	SUPPLIES	735.00
00397494	FASTENAL CO	INDUSTRIAL SUPPLIES	23.63
00397511	INTERSTATE SALES	SUPPLIES	3,480.93
00397528	NEXTEL SPRINT	CELL PHONE	40.82



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
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00397558	URBAN RESORATION GROUP US INC	SUPPLIES	1,724.08
00397572	ANTIOCH ACE HARDWARE	TARP	235.08
00397584	BNSF RAILWAY COMPANY INC	PROFESSIONAL SERVICES	3,301.15
00397623	INTERSTATE SALES	POLES	4,028.92
00397628	LOWES COMPANIES INC	SUPPLIES	21.18
00397657	PRINT CLUB	DIGITAL PRINTS	561.10
00941155	QUENVOLDS	SAFETY SHOES	147.89
Public Works-Signal/Street Lights			
00397373	CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	63,126.08
00397385	DC ELECTRIC GROUP INC	STREET LIGHT	1,400.00
00397438	STATE OF CALIFORNIA	TRAFFIC SIGNAL MAINTENANCE	7,612.25
00397465	AT AND T MCI	PHONE	1,308.34
00397532	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,243.06
00397533	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	6,750.52
Public Works-Facilities Maintenance			
00397389	DREAM RIDE ELEVATOR	ELEVATOR SERVICES	320.00
00397417	M AND L OVERHEAD DOORS	CONTRACTS	674.53
00397434	ROBINS LOCK AND KEY	KEYS	130.93
00397436	SERVICE PROS PLUMBERS INC	PLUMBING	1,707.00
00397456	AMERICAN PLUMBING INC	PLUMBING	380.00
00397465	AT AND T MCI	PHONE	137.02
00397532	PACIFIC GAS AND ELECTRIC CO	GAS	650.15
00397533	PACIFIC GAS AND ELECTRIC CO	GAS	14,409.87
00397534	PEPPER INVESTMENTS INC	PEST CONTROL	150.00
00397604	DREAM RIDE ELEVATOR	ELEVATOR SERVICES	3,370.00
00397660	RICKIES ROOF REPAIR	REPAIRS	500.00
Public Works-Parks Maint			
00397343	AMERICAN PLUMBING INC	PLUMBING SERVICES	1,125.00
00397344	ANGLIM FLAGS	PENNANT FLAGS	1,537.18
00397377	CCC TAX COLLECTOR	PROPERTY TAX BALANCE	30.00
00397465	AT AND T MCI	PHONE	234.00
00397532	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	112.43
00397533	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,025.96
00397553	TERRACARE ASSOCIATES	PARK MAINTENANCE	93,147.25
00397564	WATERSAVERS IRRIGATION	LANDSCAPE SUPPLIES	333.41
00397571	ALTA FENCE	FENCING REPAIR	639.00
00397656	POLYMENDERS	PARK EQUIPMENT	2,890.00
00397661	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	120.00
00397666	SERVICE PROS PLUMBERS INC	PLUMBING SERVICES	2,151.00
00397674	WATERSAVERS IRRIGATION	IRRIGATION PARTS	930.68
00941156	SITEONE LANDSCAPE SUPPLY HOLDING	PARTS	478.61
Public Works-Median/General Land			
00397352	AT AND T MCI	CONNECTION SERVICES	100.94
00397465	AT AND T MCI	PHONE	668.38
00397532	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	59.38
00397533	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,900.32
00397572	ANTIOCH ACE HARDWARE	TARP	19.74



CLAIMS BY FUND REPORT
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00397674	WATERSAVERS IRRIGATION	IRRIGATION PARTS	458.93
PW-Work Alternative-Strt Maint			
00397528	NEXTEL SPRINT	CELL PHONE	31.80
Police Administration			
00397399	GALLS LLC	EQUIPMENT	804.08
00397400	GALLS LLC	UNIFORMS	654.07
00397408	KIRBY POLYGRAPH AND INVESTIGATIVE	PREEMPLOYMENT SERVICES	4,200.00
00397410	LC ACTION POLICE SUPPLY	LAUNCHER	14,177.84
00397424	OFFICE DEPOT INC	OFFICE SUPPLIES	226.25
00397468	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	6,190.91
00397474	BROGDON, CASEY AMON	EXPENSE REIMBURSEMENT	1,232.00
00397481	COPWARE INC	RENEWAL JANUARY - JULY	512.50
00397482	CORDICO PSYCHOLOGICAL CORP	PREEMPLOYMENT SERVICES	400.00
00397485	CRYSTAL CLEAR LOGOS INC	UNIFORMS	274.38
00397486	CSI FORENSIC SUPPLY	EVID SUPPLIES	920.87
00397492	EIDEN, KITTY J	MINUTES	120.00
00397500	GALLS LLC	EQUIPMENT	1,692.02
00397502	GREEN, ROBERT A	EXPENSE REIMBURSEMENT	110.55
00397514	KNOX INVESTIGATIONS	PREEMPLOYMENT SERVICES	1,761.82
00397519	MARTIN, RICHARD B	EXPENSE REIMBURSEMENT	548.96
00397527	NET TRANSCRIPTS	SERVICE	113.06
00397529	OFFICE DEPOT INC	SUPPLIES	227.61
00397535	PITNEY BOWES INC	POSTAGE	177.22
00397540	RICKS ON SECOND	BUSINESS EXPENSE	245.81
00397543	SAFESTORE INC	STORAGE	3,044.31
00397547	STATE OF CALIFORNIA	BACKGROUNDS	32.00
00397555	TRANSUNION RISK DATA SOLUTIONS	LEO DATABASE	75.00
00397560	VERIZON WIRELESS	CELLULAR	3,008.67
00397568	ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING S.MILLER	1,383.00
00397578	AT AND T MOBILITY	CELL PHONES	7,002.41
00397594	CONTRA COSTA COUNTY	RANGE FEES	195.00
00397599	CCC FAMILY JUSTICE ALLIANCE	PROGRAM SERVICES	4,444.61
00397605	EAN SERVICES LLC	RENTAL CAR Z.MATIS	862.72
00397610	GALLS LLC	UNIFORMS	1,486.24
00397629	MARCOTTE, BROCK A	PER DIEM	276.00
00397632	MCDONALD, RYAN J	PER DIEM	276.00
00397633	MCELROY, STEVEN M	PER DIEM	207.00
00397636	MILLER, STEVEN MICHAEL	PER DIEM	57.50
00397644	NILSEN, ERIK ROBERT	EXPENSE REIMBURSEMENT	1,064.00
00397645	NO CALIF REGIONAL SAFETY TRAINING	SWAT TRAINING	500.00
00397647	OFFICE DEPOT INC	OFFICE SUPPLIES	760.49
00397659	RENDON, ARELI	PARKING FEE REFUND	472.50
00397662	ROSE, BRIAN C	EXPENSE REIMBURSEMENT	803.04
00941147	RAY MORGAN COMPANY	COPIER USAGE	369.25
00941244	IMAGE SALES INC	ID CARDS	36.44
00941272	MOBILE MINI LLC	STORAGE	313.07



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
NOVEMBER 11 - DECEMBER 1, 2021
FUND/CHECK#

Police Prisoner Custody

00397529 OFFICE DEPOT INC	SUPPLIES	41.07
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Police Community Policing

00397351 ARROWHEAD 24 HOUR TOWING INC	EXPENSE	115.00
00397384 D TAC K9 LLC	K9 MAINTENANCE TRAINING	1,850.00
00397463 ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	230.00
00397468 BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	412.86
00397493 EVANS, JOSHUA FIELD	EXPENSE REIMBURSEMENT	32.61
00397509 HUNT AND SONS INC	FUEL	136.95
00397576 ARK PET HOSPITAL INC, THE	VETERINARY SERVICES	780.97
00397581 BHALLA SERVICES INC	CARWASH OCT 2021	990.00

Police Traffic Division

00397507 HARLEY DAVIDSON	REPAIR SERVICES	2,979.47
00397620 HULLEMAN, JOHN PAUL	EXPENSE REIMBURSEMENT	283.79

Police Investigations

00397341 ALHAMBRA	WATER SERVICE	141.83
00397371 COMCAST	INTERNET SERVICE	150.15
00397412 LEXISNEXIS	SUBSCRIPTION SERVICES	252.50
00397416 LA CO AUDITOR CONTROLLER	EVIDENCE PROCESSING	880.00
00397441 T MOBILE USA INC	CELL ANALYSIS	900.00
00397451 ADAMS, JONATHAN B	EXPENSE REIMBURSEMENT	154.99
00397522 MCDONALD, RYAN J	EXPENSE REIMBURSEMENT	179.25
00397529 OFFICE DEPOT INC	SUPPLIES	356.68
00397570 ALHAMBRA	WATER SERVICE	110.85
00397595 CONTRA COSTA COUNTY	LAB SERVICES	3,109.05
00397598 CONTRA COSTA COUNTY	LAB SERVICES	25,877.00
00397647 OFFICE DEPOT INC	OFFICE SUPPLIES	211.71
00397665 SEROLOGICAL RESEARCH INSTITUTE	DNA EVIDENCE	2,800.00

Police Special Operations Unit

00397488 EAN SERVICES LLC	VEHICLE RENTALS	4,377.42
00397515 KOCH, MATTHEW T	SOU BUY FUNDS	10,000.00

Police Communications

00397360 BY YOUR SITE CONSULTING	MAINTENANCE	4,290.00
00397368 COMCAST	PD CIRCUIT	3,216.33
00397370 COMCAST	CABLE	127.91
00397374 CONTRA COSTA COUNTY	ANNUAL FEE	4,733.08
00397452 AEROTEK INC	MAINTENANCE	4,590.00
00397465 AT AND T MCI	PHONE	4,318.21
00397480 CONTRA COSTA COUNTY	RADIO	570.92
00397567 AEROTEK INC	PROFESSIONAL SERVICES	877.50
00397577 AT AND T MCI	PHONES	58.37
00397612 GLOBALSTAR USA	SATELITE PHONE	223.13
00397650 PACIFIC TELEMAGEMENT SERVICES	PAYPHONE	78.00
00941135 AMERICAN TOWER CORPORATION	RADIO SERVICES	253.96

Office Of Emergency Management

00397354 BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	37.30
00397465 AT AND T MCI	PHONE	705.48



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
NOVEMBER 11 - DECEMBER 1, 2021
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Police Facilities Maintenance

00397349	ANTIOCH GLASS	GLASS REPAIR	259.75
00397436	SERVICE PROS PLUMBERS INC	PLUMBING	356.00
00397465	AT AND T MCI	PHONE	469.69
00397533	PACIFIC GAS AND ELECTRIC CO	GAS	25,116.48
00941161	ALTURA COMMUNICATION SOLUTIONS	PHONE REPAIR	1,020.00

Youth Network Services

00397354	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	268.00
00397561	VILLEGAS, MAKALA	CHECK REPLACEMENT	195.00

Community Development Land Planning Services

00397430	PLACEWORKS INC	CONSULTANT	6,288.75
00397669	URBAN PLANNING PARTNERS	CONSULTING SERVICES	76,113.17
00397676	WILLIAM AVERY AND ASSOCIATES	PLANNING MGR RECRUITMENT	11,335.05
00941147	RAY MORGAN COMPANY	COPIER USAGE	1,433.36

CD Code Enforcement

00397362	CACEO	MEMBERSHIP-MICHAEL	95.00
00397424	OFFICE DEPOT INC	PRINTING	149.18
00397528	NEXTEL SPRINT	CELL PHONE	1,031.96
00397559	VACANT PROPERTY SECURITY LLC	EQUIPMENT RENTAL-1413 MARIE	408.27
00397566	WORK WORLD	UNIFORMS-HARVEY	51.43
00941147	RAY MORGAN COMPANY	COPIER USAGE	549.47

PW Engineer Land Development

00397366	COASTLAND CIVIL ENGINEERING	ENGINEERING SERVICES	23,870.00
00397465	AT AND T MCI	PHONE	90.22
00397528	NEXTEL SPRINT	CELL PHONE	582.88
00397529	OFFICE DEPOT INC	SUPPLIES	50.76
00397647	OFFICE DEPOT INC	OFFICE SUPPLIES	12.15
00397676	WILLIAM AVERY AND ASSOCIATES	ASST ENGINEER RECRUITMENT	11,350.05
00941147	RAY MORGAN COMPANY	COPIER USAGE	208.78

Community Development Building Inspection

00397424	OFFICE DEPOT INC	OFFICE SUPPLIES	591.62
00397443	TYLER TECHNOLOGIES INC	FY21-FY22 SERVICE	192,957.38
00397528	NEXTEL SPRINT	CELL PHONE	216.47

Capital Imp. Administration

00397528	NEXTEL SPRINT	CELL PHONE	238.20
00397647	OFFICE DEPOT INC	OFFICE SUPPLIES	424.44
00941147	RAY MORGAN COMPANY	COPIER USAGE	423.89

209 RMRA Fund

Streets

00397359	BKF ENGINEERS INC	L STREET BIKEWAY PROJECT	27,795.19
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211 Delta Fair Property Fund

Parks & Open Space

00397501	GATES AND ASSOCIATES INC	LANDSCAPE SERVICES	3,590.50
00397663	RRM DESIGN GROUP	PROFESSIONAL SERVICES	10,457.00



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
NOVEMBER 11 - DECEMBER 1, 2021
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212 CDBG Fund

Non Departmental

CDBG

00397355	BAY AREA CRISIS NURSERY	PROGRAM SERVICES	2,401.92
00397363	CANCER SUPPORT COMMUNITY	PROGRAM SERVICES	2,499.81
00397372	CONTRA COSTA CHILD CARE COUNCIL	PROGRAM SERVICES	6,763.11
00397379	CCC FAMILY JUSTICE ALLIANCE	PROGRAM SERVICES	2,915.41
00397381	CCC SENIOR LEGAL SERVICES	PROGRAM SERVICES	3,556.55
00397382	COURT APPOINTED SPECIAL ADVOCATES	PROGRAM SERVICES	3,184.97
00397393	ECHO HOUSING	PROGRAM SERVICES	16,855.26
00397414	LIONS CENTER FOR VISUALLY IMPAIRED	PROGRAM SERVICES	2,483.30
00397426	OPPORTUNITY JUNCTION	PROGRAM SERVICES	17,375.19
00397523	MEALS ON WHEELS/SENIOR SERVICES	PROGRAM SERVICES	4,751.06
00397569	ALEX KUSHNER GENERAL INC	CITY HALL INTERIOR PROJECT	34,630.02

213 Gas Tax Fund

Streets

00397532	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	579.64
00397533	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	35,435.96
00397564	WATERSAVERS IRRIGATION	LANDSCAPING SUPPLIES	128.36
00397674	WATERSAVERS IRRIGATION	LANDSCAPING SUPPLIES	7,317.69
00941201	CONSOLIDATED ELECTRICAL DIST INC	LANDSCAPING SUPPLIES	162.11

214 Animal Services Fund

Animal Services

00397391	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	890.59
00397404	HILLS PET NUTRITION	ANIMAL FOOD	529.73
00397423	MWI VETERINARY SUPPLY CO	SUPPLIES	1,739.23
00397489	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	2,592.24
00397508	HILLS PET NUTRITION	SUPPLIES	226.09
00397516	KOEFRAN SERVICES INC	DISPOSAL SERVICES	1,850.00
00397526	MWI VETERINARY SUPPLY CO	SUPPLIES	1,522.13
00397529	OFFICE DEPOT INC	SUPPLIES	49.29
00397533	PACIFIC GAS AND ELECTRIC CO	GAS	1,321.92
00397551	SUNSHINE BOOKS INC	TRAINING	2,625.00
00397554	TONY LA RUSSA'S ARF	SAFETY	714.70
00397647	OFFICE DEPOT INC	OFFICE SUPPLIES	38.61

219 Recreation Fund

Non Departmental

00397483	CPRS	CPRS ANNUAL RENEWAL	275.00
00397503	GROSS, ADAM	DEPOSIT REFUND	500.00
00397546	SMITH, KIMY	DEPOSIT REFUND	500.00
00397565	WHITSON, SHEILA	DEPOSIT REFUND	500.00

Nick Rodriguez Community Cent

00397354	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	54.86
00397533	PACIFIC GAS AND ELECTRIC CO	GAS	3,555.18
00941147	RAY MORGAN COMPANY	COPIER USAGE	293.06

Senior Programs

00397354	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	79.86
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CLAIMS BY FUND REPORT
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00397465	AT AND T MCI	PHONE	424.39
00397477	COLE SUPPLY CO INC	SUPPLIES	1,001.71
00397533	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,370.13
00397556	TRI DELTA TRANSIT	BUS TICKETS FOR SENIORS	5,500.00
Recreation Sports Programs			
00397401	GONZALEZ-ALSON, ZONIA	CONTRACTOR PAYMENT	537.60
00397465	AT AND T MCI	PHONE	46.80
00397533	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	5,118.04
00397593	CONCORD SOFTBALL UMPIRES	UMPIRE SERVICES	1,670.00
Recreation-Comm Center			
00397354	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	648.94
00397368	COMCAST	INTERNET SERVICE	50.01
00397429	PIRES, BREE A	EXPENSE REIMBURSEMENT	208.36
00397445	VARGAS, ELIZABETH CATALINA	EXPENSE REIMBURSEMENT	349.66
00397464	AT AND T MCI	PHONE	57.86
00397465	AT AND T MCI	PHONE	55.93
00397469	BE EXCEPTIONAL	CONTRACTOR PAYMENT	1,062.00
00397471	BIG SKY LOGOS AND EMBROIDERY	UNIFORM SHIRTS	1,878.97
00397483	CPRS	CPRS ANNUAL RENEWAL	275.00
00397487	DUGAND, KARINA	CONTRACTOR PAYMENT	813.00
00397520	MAX MARTIAL ARTS LLC	CONTRACTOR PAYMENT	1,024.80
00397532	PACIFIC GAS AND ELECTRIC CO	GAS	7,329.38
00397592	COLE SUPPLY CO INC	CLEANING SUPPLIES	1,058.92
00941147	RAY MORGAN COMPANY	COPIER USAGE	635.61
Recreation Water Park			
00397354	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,479.31
00397409	KNORR SYSTEMS INC	CHEMICALS	520.92
00397431	QUADIENT LEASING USA INC	POSTAGE	49.33
00397465	AT AND T MCI	PHONE	270.77
00397478	COMMERCIAL POOL SYSTEMS INC	C02 TANK RENTALS	69.14
00397528	NEXTEL SPRINT	CELL PHONE	31.80
00397533	PACIFIC GAS AND ELECTRIC CO	GAS	19,099.51
00397537	QUADIENT LEASING USA INC	POSTAGE MACHINE INK	106.47
00941147	RAY MORGAN COMPANY	COPIER USAGE	511.69
222	Measure C/J Fund		
Non Departmental			
00941247	JJR CONSTRUCTION INC	CURB/GUTTER PROJECT	16,190.74
Streets			
00397453	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	12,672.00
00941153	JJR CONSTRUCTION INC	STAMPED CONCRETE PROJECT	362,301.50
226	Solid Waste Reduction Fund		
Solid Waste Used Oil			
00397433	REPUBLIC SERVICES INC	OIL DISPOSAL SERVICES	1,668.25
229	Pollution Elimination Fund		
Channel Maintenance Operation			
00397380	CONTRA COSTA HEALTH SERVICES	DUMP FEES AND REPORT	298.50
00397387	DEPT OF FISH AND GAME	MAINTENANCE PERMITS	1,258.00



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00397454	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	3,520.00
00397460	ANTIOCH ACE HARDWARE	SUPPLIES	172.26
00397521	MCCAMPBELL ANALYTICAL INC	SAMPLES	274.00
00397528	NEXTEL SPRINT	CELL PHONE	31.80
00397652	PEPPER INVESTMENTS INC	SQUIRREL CONTROL ABATEMENT	600.00
00397653	PEPPER INVESTMENTS INC	SQUIRREL CONTROL ABATEMENT	450.00
251	Lone Tree SLLMD Fund		
Lonetree Maintenance Zone 1			
00397442	TERRACARE ASSOCIATES	TURF MOWING	534.89
00397465	AT AND T MCI	PHONE	187.20
00397533	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	892.62
Lonetree Maintenance Zone 2			
00397465	AT AND T MCI	PHONE	320.91
00397533	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	801.87
Lonetree Maintenance Zone 3			
00397465	AT AND T MCI	PHONE	140.40
Lonetree Maintenance Zone 4			
00397442	TERRACARE ASSOCIATES	TURF MOWING	855.83
252	Downtown SLLMD Fund		
Downtown Maintenance			
00397442	TERRACARE ASSOCIATES	TURF MOWING	534.89
00397533	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	253.14
253	Almondridge SLLMD Fund		
Almondridge Maintenance			
00397533	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	239.13
254	Hillcrest SLLMD Fund		
Hillcrest Maintenance Zone 1			
00397442	TERRACARE ASSOCIATES	TURF MOWING	1,390.72
00397465	AT AND T MCI	PHONE	93.60
00397533	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	953.63
Hillcrest Maintenance Zone 2			
00397442	TERRACARE ASSOCIATES	TURF MOWING	1,904.22
00397465	AT AND T MCI	PHONE	327.60
00397533	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	841.54
Hillcrest Maintenance Zone 4			
00397442	TERRACARE ASSOCIATES	TURF MOWING	1,069.78
00397465	AT AND T MCI	PHONE	277.42
00397533	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	750.21
255	Park 1A Maintenance District Fund		
Park 1A Maintenance District			
00397442	TERRACARE ASSOCIATES	TURF MOWING	1,390.72
00397465	AT AND T MCI	PHONE	46.80
00397532	PACIFIC GAS AND ELECTRIC CO	GAS	34.48
00397533	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	192.15
00397571	ALTA FENCE	FENCE REPAIR	698.00



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256 Citywide 2A Maintenance District Fund

Citywide 2A Maintenance Zone 3

00397442	TERRACARE ASSOCIATES	TURF MOWING	21.39
00397533	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	88.97

Citywide 2A Maintenance Zone 4

00397533	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	375.83
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Citywide 2A Maintenance Zone 5

00397533	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	612.25
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Citywide 2A Maintenance Zone 6

00397442	TERRACARE ASSOCIATES	TURF MOWING	1,283.74
00397533	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	267.54

Citywide 2A Maintenance Zone 8

00397442	TERRACARE ASSOCIATES	TURF MOWING	106.98
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Citywide 2A Maintenance Zone 9

00397442	TERRACARE ASSOCIATES	TURF MOWING	320.94
00397465	AT AND T MCI	PHONE	187.20
00397533	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	549.62

Citywide 2A Maintenance Zone10

00397453	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	3,456.00
00397533	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	138.99

257 SLLMD Administration Fund

SLLMD Administration

00397442	TERRACARE ASSOCIATES	TURF MOWING	1,283.74
00397464	AT AND T MCI	PHONE	223.82

259 East Lone Tree SLLMD Fund

Zone 1-District 10

00397473	BOETHING TREELAND FARMS	SUPPLIES	4,716.78
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311 Capital Improvement Fund

Non Departmental

00397513	JOES LANDSCAPE AND CONCRETE INC	RELEASE OF RETENTION	17,815.69
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Parks & Open Space

00397397	FROSTAD ATELIER FOUNDRY INC	SCULPTURE RESTORATION	3,250.00
00397419	MERCOZA	CITY HALL PLAZA PROJECT	42,850.00
00397435	SAM CLAR OFFICE FURNITURE	SUPPLIES	1,160.62
00397541	ROBINS LOCK AND KEY	LOCK SMITH SERVICES	194.40
00397569	ALEX KUSHNER GENERAL INC	CITY HALL INTERIOR PROJECT	183,725.63
00397625	KLEINFELDER INC	PROFESSIONAL SERVICES	1,512.75

Streets

00397525	MG AND JC CONCRETE INC	CURB/GUTTER PROJECT	55,599.00
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376 Lone Diamond Fund

Assessment District

00397589	CENTRAL SELF STORAGE ANTIOCH	DECEMBER 2021 RENT	336.00
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570 Equipment Maintenance Fund

Equipment Maintenance

00397348	ANTIOCH AUTO PARTS	AUTO PARTS	1,410.85
00397351	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	271.00
00397357	BILL BRANDT FORD	PARTS	1,548.85



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00397365	CHUCKS BRAKE AND WHEEL SERVICE	PARTS	1,679.91
00397390	EAST BAY TIRE CO	PARTS	3,192.02
00397392	EAST BAY WELDING SUPPLY	SUPPLIES	419.78
00397411	LES SCHWAB TIRES OF CALIFORNIA	TIRES	946.10
00397427	OREILLY AUTO PARTS	PARTS	44.77
00397440	STOMMEL INC	REPAIR PARTS	72.76
00397491	EH WACHS	REPAIR PARTS	149.66
00397533	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	790.85
00397550	SUBURBAN PROPANE	SUPPLIES	954.97
00397562	W K HYDRAULICS INC	SUPPLIES	4,609.55
00397582	BILL BRANDT FORD	AUTO REPAIR PARTS	632.57
00397640	MUNICIPAL MAINT EQUIPMENT INC	PARTS	302.42
00397649	OREILLY AUTO PARTS	AUTO PARTS	3,237.59
00397677	WINTER CHEVROLET CO	AUTO PARTS	106.09
00941136	BIG SKY ENVIRONMENTAL SOLUTIONS	HAZARDOUS WASTE REMOVAL	211.00
00941147	RAY MORGAN COMPANY	COPIER USAGE	108.22
00941154	KIMBALL MIDWEST	SUPPLIES	126.87
573	Information Services Fund		
	Information Services		
00397465	AT AND T MCI	PHONE	173.78
	Network Support & PCs		
00397369	COMCAST	CONNECTION SERVICES	316.43
00397458	AMS DOT NET INC	SOFTWARE MAINTENANCE	30,302.50
00397465	AT AND T MCI	PHONE	562.50
00941139	DIGITAL SERVICES	WEBSITE MAINTENANCE	5,135.00
00941147	RAY MORGAN COMPANY	COPIER USAGE	25.11
	Telephone System		
00397464	AT AND T MCI	PHONE	1,494.74
00397465	AT AND T MCI	PHONE	4,418.33
00941161	ALTURA COMMUNICATION SOLUTIONS	SYSTEM SUPPORT	480.00
	GIS Support Services		
00397406	INTERWEST CONSULTING GROUP INC	GIS SERVICES- SEPT	833.33
00397624	INTERWEST CONSULTING GROUP INC	MONTHLY HOSTING FEE	833.33
00941139	DIGITAL SERVICES	DIGITAL SERVICES	657.73
	Office Equipment Replacement		
00941138	DELL COMPUTER CORP	COMPUTER EQUIPMENT	10,463.03
577	Post Retirement Medical-Police Fund		
	Non Departmental		
00397583	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00397587	RETIREE	MEDICAL AFTER RETIREMENT	813.64
00397611	RETIREE	MEDICAL AFTER RETIREMENT	1,158.82
00397617	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00397626	RETIREE	MEDICAL AFTER RETIREMENT	505.96
00397630	RETIREE	MEDICAL AFTER RETIREMENT	670.64
00397631	RETIREE	MEDICAL AFTER RETIREMENT	203.41
00397634	RETIREE	MEDICAL AFTER RETIREMENT	1,402.92
00397638	RETIREE	MEDICAL AFTER RETIREMENT	1,402.92



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00397643	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00397654	RETIREE	MEDICAL AFTER RETIREMENT	2,056.28
00397668	RETIREE	MEDICAL AFTER RETIREMENT	64.00
00941158	RETIREE	MEDICAL AFTER RETIREMENT	505.96
00941159	RETIREE	MEDICAL AFTER RETIREMENT	1,972.46
00941168	RETIREE	MEDICAL AFTER RETIREMENT	995.12
00941169	RETIREE	MEDICAL AFTER RETIREMENT	304.50
00941171	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00941172	RETIREE	MEDICAL AFTER RETIREMENT	1,548.23
00941176	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00941177	RETIREE	MEDICAL AFTER RETIREMENT	1,377.34
00941185	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00941190	RETIREE	MEDICAL AFTER RETIREMENT	994.14
00941192	RETIREE	MEDICAL AFTER RETIREMENT	879.00
00941195	RETIREE	MEDICAL AFTER RETIREMENT	556.94
00941199	RETIREE	MEDICAL AFTER RETIREMENT	623.74
00941213	RETIREE	MEDICAL AFTER RETIREMENT	1,377.34
00941214	RETIREE	MEDICAL AFTER RETIREMENT	1,627.28
00941219	RETIREE	MEDICAL AFTER RETIREMENT	1,377.34
00941220	RETIREE	MEDICAL AFTER RETIREMENT	879.00
00941221	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00941235	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00941238	RETIREE	MEDICAL AFTER RETIREMENT	505.96
00941239	RETIREE	MEDICAL AFTER RETIREMENT	266.57
00941240	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00941253	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00941254	RETIREE	MEDICAL AFTER RETIREMENT	1,464.55
00941255	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00941258	RETIREE	MEDICAL AFTER RETIREMENT	212.28
00941271	RETIREE	MEDICAL AFTER RETIREMENT	1,627.28
00941274	RETIREE	MEDICAL AFTER RETIREMENT	670.64
00941275	RETIREE	MEDICAL AFTER RETIREMENT	238.25
00941285	RETIREE	MEDICAL AFTER RETIREMENT	1,377.34
00941286	RETIREE	MEDICAL AFTER RETIREMENT	556.94
00941288	RETIREE	MEDICAL AFTER RETIREMENT	505.96
00941290	RETIREE	MEDICAL AFTER RETIREMENT	1,077.46
00941294	RETIREE	MEDICAL AFTER RETIREMENT	263.82
00941303	RETIREE	MEDICAL AFTER RETIREMENT	594.83
00941305	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00941314	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00941315	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00941317	RETIREE	MEDICAL AFTER RETIREMENT	813.64
00941323	RETIREE	MEDICAL AFTER RETIREMENT	505.96
00941324	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00941329	RETIREE	MEDICAL AFTER RETIREMENT	263.82
00941340	RETIREE	MEDICAL AFTER RETIREMENT	505.96
00941341	RETIREE	MEDICAL AFTER RETIREMENT	670.64



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00941343	RETIREE	MEDICAL AFTER RETIREMENT	18.06
00941345	RETIREE	MEDICAL AFTER RETIREMENT	670.64
578	Post Retirement Medical-Misc Fund		
Non Departmental			
00397580	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00397590	RETIREE	MEDICAL AFTER RETIREMENT	333.58
00397602	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00397607	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00397609	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00397613	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00397616	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00397658	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00397672	RETIREE	MEDICAL AFTER RETIREMENT	100.00
00941160	RETIREE	MEDICAL AFTER RETIREMENT	238.25
00941162	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00941164	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941170	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00941175	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00941181	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00941183	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00941184	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00941186	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00941187	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00941188	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941191	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00941197	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00941200	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941205	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00941206	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00941209	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00941212	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00941216	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00941217	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00941218	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00941225	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00941226	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00941227	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00941228	RETIREE	MEDICAL AFTER RETIREMENT	125.39
00941229	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00941234	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941237	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00941246	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00941248	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00941252	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00941257	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00941262	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941264	RETIREE	MEDICAL AFTER RETIREMENT	330.38



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00941265	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941268	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00941270	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00941281	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00941282	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00941283	RETIREE	MEDICAL AFTER RETIREMENT	39.45
00941287	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941291	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00941293	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00941297	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00941302	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941304	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00941309	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00941320	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941327	RETIREE	MEDICAL AFTER RETIREMENT	48.08
00941328	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00941330	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941332	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00941339	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941342	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00941344	RETIREE	MEDICAL AFTER RETIREMENT	566.38
579	Post Retirement Medical-Mgmt Fund		
Non Departmental			
00397586	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00397591	RETIREE	MEDICAL AFTER RETIREMENT	870.90
00397608	RETIREE	MEDICAL AFTER RETIREMENT	93.96
00397614	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00397618	RETIREE	MEDICAL AFTER RETIREMENT	202.28
00397619	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00397635	RETIREE	MEDICAL AFTER RETIREMENT	467.23
00397637	RETIREE	MEDICAL AFTER RETIREMENT	446.38
00397671	RETIREE	MEDICAL AFTER RETIREMENT	1,972.46
00397673	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00941151	RETIREE	MEDICAL AFTER RETIREMENT	187.38
00941163	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00941173	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00941174	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941178	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00941179	RETIREE	MEDICAL AFTER RETIREMENT	174.48
00941180	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00941182	RETIREE	MEDICAL AFTER RETIREMENT	151.69
00941189	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941193	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00941194	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941196	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00941198	RETIREE	MEDICAL AFTER RETIREMENT	870.90
00941202	RETIREE	MEDICAL AFTER RETIREMENT	619.50



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00941203	RETIREE	MEDICAL AFTER RETIREMENT	151.69
00941204	RETIREE	MEDICAL AFTER RETIREMENT	168.56
00941207	RETIREE	MEDICAL AFTER RETIREMENT	566.23
00941208	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941210	RETIREE	MEDICAL AFTER RETIREMENT	446.98
00941211	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00941215	RETIREE	MEDICAL AFTER RETIREMENT	238.25
00941222	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941223	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941224	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941230	RETIREE	MEDICAL AFTER RETIREMENT	417.40
00941231	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941232	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941233	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00941241	RETIREE	MEDICAL AFTER RETIREMENT	355.47
00941242	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00941245	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941249	RETIREE	MEDICAL AFTER RETIREMENT	696.38
00941250	RETIREE	MEDICAL AFTER RETIREMENT	235.18
00941251	RETIREE	MEDICAL AFTER RETIREMENT	1,972.46
00941256	RETIREE	MEDICAL AFTER RETIREMENT	870.90
00941259	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941260	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941261	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941263	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00941266	RETIREE	MEDICAL AFTER RETIREMENT	50.71
00941267	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941269	RETIREE	MEDICAL AFTER RETIREMENT	1,321.55
00941273	RETIREE	MEDICAL AFTER RETIREMENT	206.97
00941277	RETIREE	MEDICAL AFTER RETIREMENT	151.69
00941278	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00941279	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941280	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941284	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00941289	RETIREE	MEDICAL AFTER RETIREMENT	670.64
00941292	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00941295	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941296	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941298	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00941299	RETIREE	MEDICAL AFTER RETIREMENT	151.69
00941300	RETIREE	MEDICAL AFTER RETIREMENT	870.90
00941301	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00941306	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941307	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941308	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00941310	RETIREE	MEDICAL AFTER RETIREMENT	238.25
00941311	RETIREE	MEDICAL AFTER RETIREMENT	619.50



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00941312	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00941313	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941316	RETIREE	MEDICAL AFTER RETIREMENT	446.38
00941318	RETIREE	MEDICAL AFTER RETIREMENT	251.46
00941319	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00941321	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00941325	RETIREE	MEDICAL AFTER RETIREMENT	376.95
00941331	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941333	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00941334	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00941335	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00941336	RETIREE	MEDICAL AFTER RETIREMENT	1,972.46
00941337	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00941338	RETIREE	MEDICAL AFTER RETIREMENT	1,833.44
611	Water Fund		
Non Departmental			
00397346	ANTIOCH ACE HARDWARE	SUPPLIES	138.23
00397347	ANTIOCH AUTO PARTS	SUPPLIES	489.13
00397348	ANTIOCH AUTO PARTS	SUPPLIES	353.87
00397358	BISHOP CO	SUPPLIES	3,284.94
00397457	AMERICAN TEXTILE AND SUPPLY INC	SUPPLIES	561.92
00397459	ANTIOCH ACE HARDWARE	SUPPLIES	14.78
00397472	BISHOP CO	SUPPLIES	1,993.90
Water Supervision			
00397462	ARAMARK UNIFORM SERVICES	ARAMARK SERVICE	78.13
00397528	NEXTEL SPRINT	CELL PHONE	40.82
Water Production			
00397345	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL SERVICES	425.00
00397350	ARAMARK UNIFORM SERVICES	ARAMARK SERVICE	468.78
00397395	FASTENAL CO	SUPPLIES	106.81
00397396	FISHER SCIENTIFIC COMPANY	REAGENTS	62.48
00397403	HACH CO	LAB SUPPLIES	504.24
00397407	KARL NEEDHAM ENTERPRISES INC	EXPENSE	25,679.52
00397418	MCCAMPBELL ANALYTICAL INC	TESTING	2,017.00
00397424	OFFICE DEPOT INC	SUPPLIES	36.20
00397432	REINHOLDT ENGINEERING CONSTR	UST INSPECTION	350.00
00397444	UNIVAR SOLUTIONS USA INC	SUPPLIES	20,632.62
00397448	WOODLAND, BENJAMIN MARCUS	CERT RENEWAL REIMBURSEMENT	90.00
00397462	ARAMARK UNIFORM SERVICES	ARAMARK SERVICE	78.13
00397464	AT AND T MCI	PHONE	95.48
00397465	AT AND T MCI	PHONE	1,741.74
00397496	FINBERG FENCING INC	FENCE REPAIR	325.00
00397497	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	261.85
00397505	HACH CO	SUPPLIES	812.06
00397521	MCCAMPBELL ANALYTICAL INC	SAMPLE TESTING	4,100.00
00397528	NEXTEL SPRINT	CELL PHONE	31.80
00397532	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	57.40



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
NOVEMBER 11 - DECEMBER 1, 2021
FUND/CHECK#

00397533	PACIFIC GAS AND ELECTRIC CO	GAS	170,077.35
00397548	STATE WATER RESOURCES BOARD	LABORATORY ASSESSMENT FEE	5,000.00
00397557	UNITED PARCEL SERVICE	SHIPPING	81.10
00397563	WALTER BISHOP CONSULTING	CONSULTING SERVICES	4,690.00
00397572	ANTIOCH ACE HARDWARE	PARTS	372.57
00397573	ANTIOCH AUTO PARTS	PARTS	46.07
00397575	ARAMARK UNIFORM SERVICES	UNIFORM SERVICE	78.13
00397600	CONTRA COSTA WATER DISTRICT	RAW WATER	1,246,012.28
00397601	CSI METRICS LLC	SCADA PROGRAMMING SUPPORT	5,820.92
00397606	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	2,533.13
00397615	HACH CO	LAB SUPPLIES	1,473.95
00397621	HUNT AND SONS INC	PARTS	311.60
00397646	OCCUPATIONAL HEALTH CENTERS	DOT FOLLOW UP	109.00
00397661	ROBINS LOCK AND KEY	DOOR REPAIR	165.00
00397670	US BANK	COPIER	263.63
00941137	CHEMTRADE CHEMICALS US LLC	CHEMICALS	3,892.92
00941140	GRAINGER INC	SUPPLIES	30.24
00941141	IDEXX LABORATORIES INC	SUPPLIES	736.50
00941145	PETERSON TRACTOR CO	GENERATOR	4,439.96
00941148	THATCHER COMPANY OF CALIFORNIA	SUPPLIES	18,381.99
00941152	EUROFINS EATON ANALYTICAL INC	WATER TESTING	185.00
00941243	ICR ELECTRICAL CONTRACTORS	ELECTRICAL WORK	6,133.18
00941322	THATCHER COMPANY OF CALIFORNIA	CHEMICALS	6,121.99
Water Distribution			
00397361	C AND J FAVALORA TRUCKING INC	FULTON YARD RECYCLING PROJECT	2,840.00
00397364	CHECK PROCESSORS INC	MONTHLY LOCKBOX PROCESSING	706.54
00397368	COMCAST	CONNECTION SERVICES	1,016.33
00397388	DKF SOLUTIONS GROUP LLC	TRAINING	510.00
00397398	FURBER SAW INC	WATER	362.16
00397424	OFFICE DEPOT INC	SUPPLIES	344.43
00397425	OFFICE TEAM	TEMP SERVICES	280.00
00397460	ANTIOCH ACE HARDWARE	SUPPLIES	440.02
00397465	AT AND T MCI	PHONE	46.80
00397484	CRESO EQUIPMENT RENTALS	EQUIPMENT RENTAL	1,489.79
00397499	FURBER SAW INC	REPAIR SERVICE	1,375.13
00397510	INSTRUMENT TECHNOLOGY CORP	EQUIPMENT	1,148.91
00397528	NEXTEL SPRINT	CELL PHONE	175.24
00397545	SHELTERWERK	PROFESSIONAL SERVICES	12,191.05
00397557	UNITED PARCEL SERVICE	ELECTRIC	9.00
00397647	OFFICE DEPOT INC	OFFICE SUPPLIES	131.06
00941142	INFOSEND INC	PRINT AND MAIL SERVICES	1,587.11
00941143	MOBILE MINI LLC	STORAGE AFTER FIRE	350.16
00941147	RAY MORGAN COMPANY	COPIER USAGE	337.34
00941272	MOBILE MINI LLC	STORAGE AFTER FIRE	334.11
Public Buildings & Facilities			
00397475	BROWN AND CALDWELL INC	PROFESSIONAL SERVICES	8,590.50
00397479	CONSTRUCTION TESTING SERVICES	TESTING	13,949.60




CLAIMS BY FUND REPORT
FOR THE PERIOD OF
NOVEMBER 11 - DECEMBER 1, 2021
FUND/CHECK#

00397504	GUALCO GROUP INC, THE	PROFESSIONAL SERVICES	4,000.00
00397585	BROWN AND CALDWELL INC	PROFESSIONAL SERVICES	11,073.00
00397588	CDM SMITH INC	PROFESSIONAL SERVICES	161,374.31
00397639	MOUNTAIN CASCADE INC	HILLCREST/DONLON BOOSTER	866,309.00
621	Sewer Fund		
	Swr-Wastewater Administration		
00397348	ANTIOCH AUTO PARTS	AUTO PARTS	921.64
00397364	CHECK PROCESSORS INC	LOCKBOX PROCESSING	706.55
00397368	COMCAST	CONNECTION SERVICES	1,016.33
00397383	CWEA SFBS	TRAINING	360.00
00397388	DKF SOLUTIONS GROUP LLC	TRAINING	385.00
00397424	OFFICE DEPOT INC	SUPPLIES	123.15
00397425	OFFICE TEAM	TEMP SERVICES	280.00
00397465	AT AND T MCI	PHONE	95.40
00397528	NEXTEL SPRINT	CELL PHONE	72.62
00397530	OWEN EQUIPMENT SALES	PARTS	4,807.60
00397533	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	559.54
00397536	PORTER, CLEVELAND J	MEMBER FEES REIMBURSEMENT	192.00
00397538	RAMOS, GONZALO	CHECK REPLACEMENT	294.00
00397544	SCOTTO, CHARLES W AND DONNA F	DEC 2021 RENT	5,000.00
00397647	OFFICE DEPOT INC	OFFICE SUPPLIES	131.05
00397675	WECO INDUSTRIES INC	SUPPLIES	3,261.11
00941134	A AND B CREATIVE TROPHIES	ENGRAVED PLATES	171.21
00941142	INFOSEND INC	PRINT AND MAIL SERVICES	1,587.10
00941147	RAY MORGAN COMPANY	COPIER USAGE	788.34
631	Marina Fund		
	Marina Administration		
00397342	ALHAMBRA	CHECK REPLACEMENT	292.89
00397367	COLE SUPPLY CO INC	SUPPLIES	57.62
00397533	PACIFIC GAS AND ELECTRIC CO	GAS	3,879.28
00397549	STEPHANIES AUTO CLEARANCE	LEIN SALE CF0003FP LEWIS	110.00
00397664	RUSSELL, DARREN EUGENE	IGNITION SWITCH	34.34
00941147	RAY MORGAN COMPANY	COPIER USAGE	116.33
752	Storm Drain Deposits Fund		
	Non Departmental		
00397596	CONTRA COSTA COUNTY	DRAINAGE FEES	693,696.09

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 14, 2021
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Lauren Posada, City Treasurer 
SUBJECT: Approval of Treasurer's Report for October of 2021

RECOMMENDED ACTION

It is recommended that the City Council receive and file the October 2021 Treasurer's Report.

FISCAL IMPACT

There is no fiscal impact of this action.

DISCUSSION

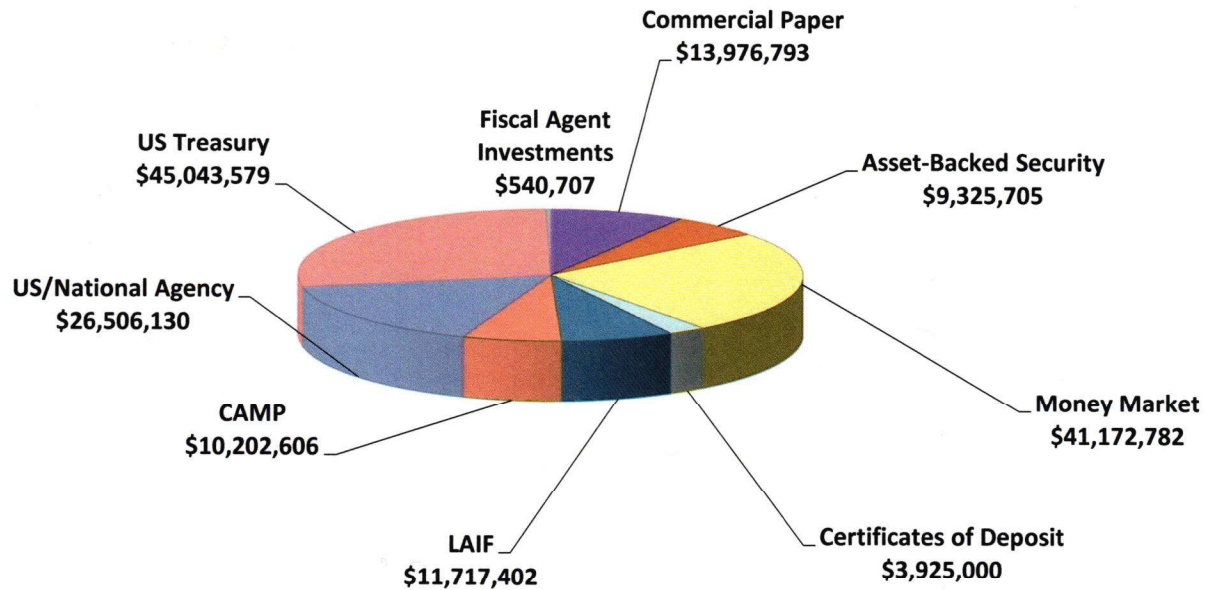
The City's *Statement of Investment Policy* (Policy) requires that the City Treasurer render, at least quarterly, an investment report to the City Council. The Policy also requires a monthly report of investment transactions to City Council. A monthly Treasurer's Report is provided with both reporting provisions of the Policy.

ATTACHMENTS

A. City Treasurer's Report

**CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS**


October 31, 2021



Total of City and Fiscal Agent Investments = \$162,410,704

All City investments are shown above and conform to the City Investment Policy. All investment transactions during this period are included in this report. As Treasurer of the City of Antioch and Finance Director of the City of Antioch, we hereby certify that sufficient investment liquidity and anticipated revenue are available to meet the next six (6) months' estimated expenditures.


Lauren Posada
City Treasurer


Dawn Merchant
Finance Director

**Summary of Fiscal Agent Balances by
Debt Issue**

	<u>Amount</u>
Antioch Public Financing Authority 2015 Bonds	394,700
Antioch Development Agency 2009 Tax Allocation Bonds	146,007
	<u><u>\$540,707</u></u>

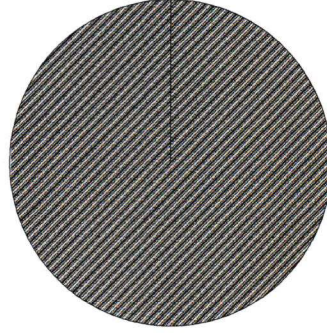


Account Statement - Transaction Summary

For the Month Ending **October 31, 2021**

City of Antioch - City of Antioch - 6090-001

CAMP Pool		Asset Summary	
Opening Market Value	10,202,162.98	October 31, 2021	September 30, 2021
Purchases	443.42	10,202,606.40	10,202,162.98
Redemptions	0.00		
Unsettled Trades	0.00		
Change in Value	0.00	\$10,202,606.40	\$10,202,162.98
Closing Market Value	\$10,202,606.40	Asset Allocation	
Cash Dividends and Income	443.42		



CAMP Pool
100.00%



Managed Account Summary Statement

For the Month Ending **October 31, 2021**

CITY OF ANTIOCH, CA - 04380500

Transaction Summary - Managed Account

Opening Market Value		\$99,056,079.10	
Maturities/Calls			0.00
Principal Dispositions	(568,270.17)		4,470,658.34
Principal Acquisitions	(4,458,866.62)		104,082.55
Unsettled Trades	4,935,498.25		568,270.17
Change in Current Value	127,447.24		(4,936,036.35)
	(397,718.10)		(206,974.71)
Closing Market Value		\$98,694,169.70	

Cash Transactions Summary - Managed Account

Maturities/Calls	0.00
Sale Proceeds	4,470,658.34
Coupon/Interest/Dividend Income	104,082.55
Principal Payments	568,270.17
Security Purchases	(4,936,036.35)
Net Cash Contribution	(206,974.71)
Reconciling Transactions	0.00

Earnings Reconciliation (Cash Basis) - Managed Account

Interest/Dividends/Coupons Received	115,874.27
Less Purchased Interest Related to Interest/Coupons	(538.10)
Plus Net Realized Gains/Losses	39,858.28
Total Cash Basis Earnings	\$155,194.45

Cash Balance

Closing Cash Balance	\$0.00
-----------------------------	---------------

Earnings Reconciliation (Accrual Basis)

	Total
Ending Amortized Value of Securities	98,777,206.91
Ending Accrued Interest	169,581.30
Plus Proceeds from Sales	4,673,740.74
Plus Proceeds of Maturities/Calls/Principal Payments	568,270.17
Plus Coupons/Dividends Received	104,082.55
Less Cost of New Purchases	(5,265,991.40)
Less Beginning Amortized Value of Securities	(98,701,047.11)
Less Beginning Accrued Interest	(208,702.94)

Total Accrual Basis Earnings

\$117,140.22



Portfolio Summary and Statistics

For the Month Ending October 31, 2021

CITY OF ANTIOCH, CA - 04380500

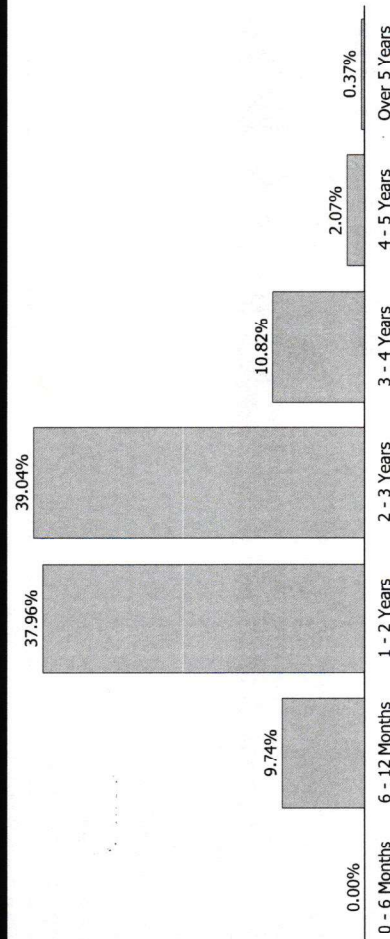
Account Summary

Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	44,830,000.00	44,952,056.54	45.55
Supra-National Agency Bond / Note	2,925,000.00	2,913,650.10	2.95
Municipal Bond / Note	2,735,000.00	2,731,980.10	2.77
Federal Agency Mortgage-Backed Security	348,474.62	369,572.81	0.37
Federal Agency Commercial Mortgage-Backed Security	1,489,313.44	1,506,026.88	1.53
Federal Agency Bond / Note	19,000,000.00	18,951,069.89	19.20
Corporate Note	13,376,000.00	13,515,656.63	13.69
Certificate of Deposit	3,925,000.00	3,965,440.66	4.02
Bank Note	425,000.00	444,087.18	0.45
Asset-Backed Security	9,326,512.43	9,344,628.91	9.47
Managed Account Sub-Total	98,380,300.49	98,694,169.70	100.00%
Accrued Interest		169,581.30	
Total Portfolio	98,380,300.49	98,863,751.00	

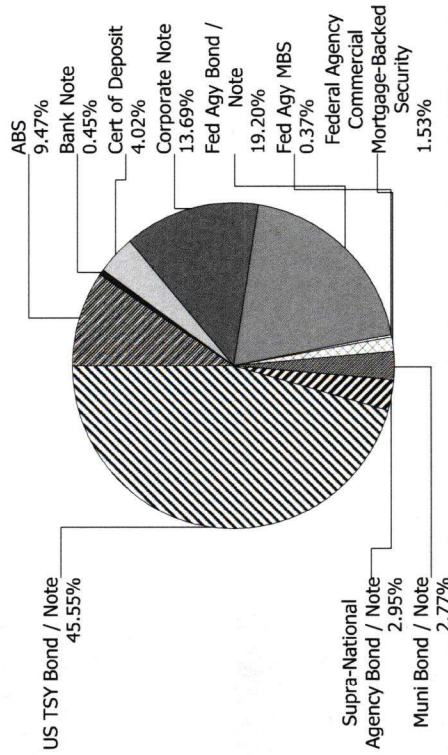
Unsettled Trades

330,000.00 329,464.81

Maturity Distribution



Sector Allocation



Characteristics

Yield to Maturity at Cost	0.73%
Yield to Maturity at Market	0.63%
Weighted Average Days to Maturity	777



Managed Account Issuer Summary

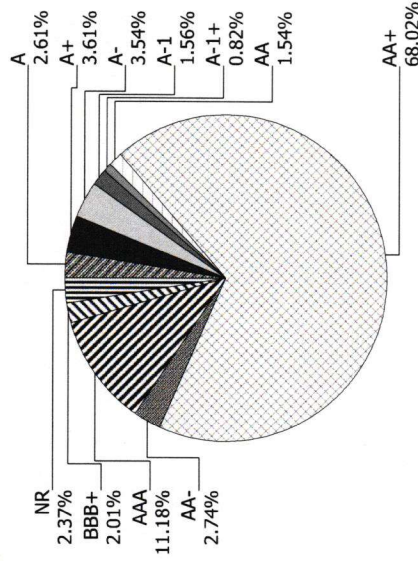
For the Month Ending October 31, 2021

CITY OF ANTIOCH, CA - 04380500

Issuer Summary

Issuer	Market Value of Holdings	Percent
ADOBE INC	329,903.28	0.33
ALLY AUTO RECEIVABLES TRUST	84,075.08	0.09
AMAZON.COM INC	1,282,582.24	1.30
AMERICAN HONDA FINANCE	322,843.30	0.33
APPLE INC	281,052.52	0.28
ASTRAZENECA PLC	493,845.17	0.50
BANK OF AMERICA CO	815,956.68	0.83
BMW FINANCIAL SERVICES NA LLC	378,883.99	0.38
BMW VEHICLE OWNER TRUST	195,214.62	0.20
BRISTOL-MYERS SQUIBB CO	164,388.59	0.17
BURLINGTON NORTHERN SANTA FE	238,063.05	0.24
CALIFORNIA DEPARTMENT OF WATER RESOURCES	448,411.50	0.45
CALIFORNIA EARTHQUAKE AUTHORITY	191,292.00	0.19
CAPITAL ONE FINANCIAL CORP	366,864.36	0.37
CARMAX AUTO OWNER TRUST	1,212,854.10	1.23
CATERPILLAR INC	470,547.35	0.48
CHARLES SCHWAB	299,324.70	0.30
CHEVRON CORPORATION	571,630.78	0.58
CITIGROUP INC	703,057.60	0.71
COMCAST CORP	319,808.40	0.32
CREDIT SUISSE GROUP RK	726,647.20	0.74
DEERE & COMPANY	724,823.12	0.73
DISCOVER FINANCIAL SERVICES	597,165.58	0.61
DNB ASA	891,037.88	0.90
EXXON MOBIL CORP	464,226.08	0.47
FANNIE MAE	6,536,096.89	6.62
FIFTH THIRD AUTO TRUST	110,137.65	0.11
FLORIDA STATE BOARD OF ADMIN FIN CORP	235,183.30	0.24
FORD CREDIT AUTO OWNER TRUST	236,351.87	0.24
FREDDIE MAC	14,290,572.69	14.48
GENERAL DYNAMICS CORP	338,432.58	0.34
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	434,683.59	0.44

Credit Quality (S&P Ratings)





Managed Account Issuer Summary

For the Month Ending October 31, 2021

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
GM FINANCIAL LEASING TRUST	588,867.92	0.60
GOLDMAN SACHS GROUP INC	763,573.51	0.77
HARLEY-DAVIDSON MOTORCYCLE TRUST	289,715.03	0.29
HONDA AUTO RECEIVABLES	289,444.65	0.29
HYUNDAI AUTO RECEIVABLES	638,924.50	0.65
IBM CORP	318,271.50	0.32
INTER-AMERICAN DEVELOPMENT BANK	1,584,670.01	1.61
INTL BANK OF RECONSTRUCTION AND DEV	1,328,980.09	1.35
JP MORGAN CHASE & CO	880,537.73	0.89
KUBOTA CREDIT OWNER TRUST	554,235.79	0.56
LOS ANGELES COMMUNITY COLLEGE DISTRICT	234,363.15	0.24
MERCEDES-BENZ AUTO LEASE TRUST	124,959.10	0.13
MERCEDES-BENZ AUTO RECEIVABLES	315,333.11	0.32
MERCK & CO INC	235,870.88	0.24
MORGAN STANLEY	513,787.75	0.52
NESTLE SA	542,261.92	0.55
NEW JERSEY TURNPIKE AUTHORITY	194,364.30	0.20
NEW YORK ST URBAN DEVELOPMENT CORP	851,088.85	0.86
NISSAN AUTO RECEIVABLES	407,141.35	0.41
NORDEA BANK ABP	810,268.00	0.82
PACCAR FINANCIAL CORP	337,246.87	0.34
PEPSICO INC	215,923.86	0.22
PNC FINANCIAL SERVICES GROUP	444,087.18	0.45
SKANDINAVISKA ENSKILDA BANKEN AB	810,333.60	0.82
STATE OF CONNECTICUT	102,524.00	0.10
STATE OF MARYLAND	474,753.00	0.48
SUMITOMO MITSUI FINANCIAL GROUP INC	727,153.98	0.74
THE BANK OF NEW YORK MELLON CORPORATION	431,327.83	0.44
Toyota Lease Owner Trust	249,586.75	0.25
TOYOTA MOTOR CORP	1,149,338.91	1.16
UNILEVER PLC	173,121.73	0.18
UNITED STATES TREASURY	44,952,056.54	45.56
UNITEDHEALTH GROUP INC	322,235.55	0.33



Managed Account Issuer Summary

For the Month Ending October 31, 2021

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
VERIZON OWNER TRUST	1,277,020.45	1.29
VOLKSWAGEN AUTO LEASE TURST	116,962.29	0.12
VOLKSWAGEN OF AMERICA	87,909.41	0.09
WORLD OMNI AUTO REC TRUST	599,970.87	0.61
Total	\$98,694,169.70	100.00%



CITY OF ANTIOCH, CA - 04380500

Managed Account Detail of Securities Held

For the Month Ending October 31, 2021

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 08/31/2017 1.625% 08/31/2022	912828Z58	1,675,000.00	AA+	Aaa	10/03/19	10/04/19	1,688,740.23	1.34	4,661.77	1,678,920.62	1,695,675.87
US TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022	912828YK0	450,000.00	AA+	Aaa	12/20/19	12/20/19	446,343.75	1.67	288.98	448,764.68	455,273.46
US TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022	912828YK0	1,000,000.00	AA+	Aaa	10/31/19	11/04/19	996,289.06	1.50	642.17	998,799.81	1,011,718.80
US TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022	912828YK0	3,150,000.00	AA+	Aaa	12/02/19	12/04/19	3,127,851.56	1.63	2,022.83	3,142,631.30	3,186,914.22
US TREASURY NOTES DTD 01/15/2020 1.500% 01/15/2023	912828Z29	1,200,000.00	AA+	Aaa	02/03/20	02/05/20	1,205,906.25	1.33	5,331.52	1,202,417.44	1,218,187.44
US TREASURY NOTES DTD 02/01/2016 1.750% 01/31/2023	912828P38	1,500,000.00	AA+	Aaa	01/02/20	01/06/20	1,506,093.75	1.61	6,633.83	1,502,478.81	1,527,890.70
US TREASURY NOTES DTD 02/15/2020 1.375% 02/15/2023	912828Z86	4,250,000.00	AA+	Aaa	03/02/20	03/04/20	4,323,876.96	0.78	12,386.21	4,282,278.34	4,310,429.90
US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023	912828S92	464,000.00	AA+	Aaa	05/26/21	05/28/21	475,001.88	0.16	1,465.76	472,826.45	470,670.00
US TREASURY NOTES DTD 09/30/2021 0.250% 09/30/2023	91282CDA6	2,500,000.00	AA+	Aaa	10/01/21	10/06/21	2,498,632.81	0.28	549.45	2,498,681.91	2,489,843.75
US TREASURY NOTES DTD 11/15/2020 0.250% 11/15/2023	91282CAW1	4,150,000.00	AA+	Aaa	12/01/20	12/03/20	4,153,890.63	0.22	4,792.80	4,152,687.68	4,127,304.48
US TREASURY NOTES DTD 01/15/2021 0.125% 01/15/2024	91282CBE0	3,175,000.00	AA+	Aaa	02/02/21	02/03/21	3,169,915.04	0.18	1,175.53	3,171,195.73	3,143,745.94
US TREASURY NOTES DTD 02/15/2021 0.125% 02/15/2024	91282CBM2	950,000.00	AA+	Aaa	02/23/21	02/25/21	947,328.13	0.22	251.70	947,941.31	940,203.13
US TREASURY NOTES DTD 02/15/2021 0.125% 02/15/2024	91282CBM2	2,200,000.00	AA+	Aaa	03/01/21	03/03/21	2,190,460.94	0.27	582.88	2,192,609.22	2,177,312.50
US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	750,000.00	AA+	Aaa	04/01/21	04/05/21	787,236.33	0.37	41.44	780,260.75	775,078.13



Managed Account Detail of Securities Held

For the Month Ending October 31, 2021

CITY OF ANTIOCH, CA - 04380500

Security Type/Description		CUSIP	S&P		Moody's	Trade	Settle	Original	YTM	Accrued	Amortized	Market
Dated Date/Coupon/Maturity	Par		Rating	Rating								
U.S. Treasury Bond / Note												
US TREASURY N/B NOTES DTD 06/15/2021 0.250% 06/15/2024	246,000.00	AA+	Aaa	06/22/21	06/24/21	244,568.20	0.45	233.57	244,739.44	243,194.07		
US TREASURY N/B NOTES DTD 06/15/2021 0.250% 06/15/2024	2,750,000.00	AA+	Aaa	07/01/21	07/07/21	2,732,167.97	0.47	2,610.99	2,734,110.57	2,718,632.95		
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	520,000.00	AA+	Aaa	08/05/21	08/09/21	519,939.06	0.38	577.58	519,943.84	515,450.00		
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	900,000.00	AA+	Aaa	08/09/21	08/10/21	899,050.78	0.41	999.66	899,124.41	892,125.00		
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	4,350,000.00	AA+	Aaa	08/04/21	08/06/21	4,355,097.66	0.33	4,831.69	4,354,684.72	4,311,937.50		
US TREASURY N/B NOTES DTD 08/15/2021 0.375% 08/15/2024	1,100,000.00	AA+	Aaa	09/01/21	09/03/21	1,098,796.88	0.41	874.32	1,098,862.79	1,089,859.32		
US TREASURY N/B NOTES DTD 09/15/2021 0.375% 09/15/2024	2,000,000.00	AA+	Aaa	10/01/21	10/06/21	1,991,875.00	0.51	973.76	1,992,071.51	1,980,000.00		
US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	3,000,000.00	AA+	Aaa	05/04/21	05/06/21	3,109,570.31	0.44	124.31	3,094,175.42	3,065,625.00		
US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	800,000.00	AA+	Aaa	06/15/21	06/17/21	829,093.75	0.44	5,049.18	825,935.40	817,250.00		
US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	1,750,000.00	AA+	Aaa	06/02/21	06/07/21	1,814,941.41	0.42	11,045.08	1,807,436.39	1,787,734.38		
Security Type Sub-Total		44,830,000.00		45,112,668.34		0.62		68,147.01		45,043,578.54		44,952,056.54
Supra-National Agency Bond / Note												
INTL BK OF RECON AND DEV NOTE DTD 04/20/2021 0.126% 04/20/2023	665,000.00	AAA	Aaa	04/13/21	04/20/21	663,623.45	0.23	25.60	663,991.16	662,589.38		
INTER-AMERICAN DEVEL BK NOTES DTD 04/24/2020 0.500% 05/24/2023	665,000.00	AAA	Aaa	04/17/20	04/24/20	664,773.90	0.51	1,450.07	664,885.64	666,105.23		
INTL BK RECON & DEVELOP NOTES DTD 11/24/2020 0.250% 11/24/2023	670,000.00	AAA	Aaa	11/17/20	11/24/20	668,559.50	0.32	730.49	669,009.41	666,390.71		



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Supra-National Agency Bond / Note											
INTER-AMERICAN DEVEL BK NOTES DTD 09/23/2021 0.500% 09/23/2024	4581X0DZ8	925,000.00	AAA	Aaa	09/15/21	09/23/21	924,315.50	0.52	488.19	924,339.86	918,564.78
Security Type Sub-Total											
		2,925,000.00					2,921,272.35	0.41	2,694.35	2,922,226.07	2,913,650.10
Municipal Bond / Note											
CA ST EARTHQUAKE AUTH TXBL REV BONDS DTD 11/24/2020 1.327% 07/01/2022	13017HAJ5	190,000.00	NR	NR	11/13/20	11/24/20	190,000.00	1.33	840.43	190,000.00	191,292.00
NY ST URBAN DEV CORP TXBL REV BONDS DTD 12/23/2020 0.480% 03/15/2023	650036DR4	215,000.00	AA+	NR	12/16/20	12/23/20	215,000.00	0.48	131.87	215,000.00	215,178.45
CT ST TXBL GO BONDS DTD 06/11/2020 2.000% 07/01/2023	20772KV2	100,000.00	A+	Aa3	05/29/20	06/11/20	100,597.00	1.80	666.67	100,325.00	102,524.00
LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.444% 08/01/2023	54438CYH9	235,000.00	AA+	Aaa	10/30/20	11/10/20	235,000.00	0.44	260.85	235,000.00	234,363.15
MD ST TXBL GO BONDS DTD 08/05/2020 0.410% 08/01/2023	574193TP3	475,000.00	AAA	Aaa	07/23/20	08/05/20	475,000.00	0.41	486.88	475,000.00	474,753.00
CA ST DEPT WTR RES WTR SYS TXBL REV BND DTD 08/06/2020 0.414% 12/01/2023	13067WRA2	450,000.00	AAA	Aa1	07/30/20	08/06/20	450,000.00	0.41	776.25	450,000.00	448,411.50
NY ST URBAN DEV CORP TXBL REV BONDS DTD 12/23/2020 0.620% 03/15/2024	650036DS2	640,000.00	AA+	NR	12/16/20	12/23/20	640,000.00	0.62	507.02	640,000.00	635,910.40
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 0.897% 01/01/2025	646140DN0	195,000.00	A+	A2	01/22/21	02/04/21	195,000.00	0.90	583.05	195,000.00	194,364.30
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	235,000.00	AA	Aa3	09/03/20	09/16/20	235,000.00	1.26	985.43	235,000.00	235,183.30
Security Type Sub-Total		2,735,000.00					2,735,597.00	0.69	5,238.45	2,735,325.00	2,731,980.10
Federal Agency Mortgage-Backed Security											



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Federal Agency Mortgage-Backed Security											
FN BM4614	3140J9DU2	348,474.62	AA+	Aaa	08/03/21	08/17/21	371,343.27	2.35	871.19	370,930.83	369,572.81
DTD 10/01/2018 3.000% 03/01/2033											
Security Type Sub-Total		348,474.62					371,343.27	2.35	871.19	370,930.83	369,572.81
Federal Agency Commercial Mortgage-Backed Security											
FHLMC MULTIFAMILY STRUCTURED P	3137BLJR7	358,987.87	AA+	Aaa	03/13/19	03/18/19	358,541.23	2.76	812.51	358,907.01	361,722.17
DTD 11/01/2015 2.716% 06/01/2022											
FHLMC MULTIFAMILY STRUCTURED P	3137AVXN2	353,856.58	AA+	Aaa	06/12/19	06/17/19	355,155.90	2.23	694.44	354,139.86	357,555.53
DTD 12/01/2012 2.355% 07/01/2022											
FHLMC MULTIFAMILY STRUCTURED P	3137B1BS0	375,000.00	AA+	Aaa	08/13/19	08/16/19	381,210.94	1.98	784.38	376,932.65	381,175.49
DTD 05/01/2013 2.510% 11/01/2022											
FNA 2013-M7 A2	3136AEGO4	143,388.56	AA+	Aaa	09/11/19	09/16/19	144,282.01	2.08	272.44	143,689.68	144,712.30
DTD 05/01/2013 2.280% 12/01/2022											
FNA 2013-M7 A2	3136AEGO4	189,943.28	AA+	Aaa	09/04/19	09/09/19	192,431.73	1.86	360.89	190,776.98	191,696.81
DTD 05/01/2013 2.280% 12/01/2022											
FHMS KP05 A	3137FKK39	11,075.19	AA+	Aaa	12/07/18	12/17/18	11,075.16	3.20	29.56	11,075.18	11,412.20
DTD 12/01/2018 3.203% 07/01/2023											
FHMS KJ27 A1	3137FO3V3	57,061.96	AA+	Aaa	11/20/19	11/26/19	57,060.60	2.09	99.48	57,061.17	57,752.38
DTD 11/01/2019 2.092% 07/01/2024											
Security Type Sub-Total		1,489,313.44					1,499,757.57	2.23	3,053.70	1,492,582.53	1,506,026.88
Federal Agency Bond / Note											
FREDDIE MAC NOTES	3137EAE08	2,200,000.00	AA+	Aaa	04/17/20	04/20/20	2,194,500.00	0.46	252.08	2,197,312.79	2,201,027.40
DTD 04/20/2020 0.375% 04/20/2023											
FREDDIE MAC NOTES	3137EAE06	950,000.00	AA+	Aaa	06/03/20	06/04/20	950,760.00	0.35	1,741.67	950,392.49	950,027.55
DTD 05/07/2020 0.375% 05/05/2023											
FREDDIE MAC NOTES	3137EAE06	1,655,000.00	AA+	Aaa	05/05/20	05/07/20	1,654,304.90	0.39	3,034.16	1,654,650.22	1,655,048.00
DTD 05/07/2020 0.375% 05/05/2023											



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Federal Agency Bond / Note											
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G0403	925,000.00	AA+	Aaa	06/03/20	06/04/20	922,003.00	0.36	1,021.36	923,429.48	923,232.33
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G0403	1,750,000.00	AA+	Aaa	05/20/20	05/22/20	1,744,732.50	0.35	1,932.29	1,747,272.45	1,746,655.75
FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAE54	1,620,000.00	AA+	Aaa	06/24/20	06/26/20	1,615,269.60	0.35	1,406.25	1,617,399.36	1,615,651.92
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	1,375,000.00	AA+	Aaa	10/07/20	10/08/20	1,374,505.00	0.26	1,059.90	1,374,696.60	1,370,760.87
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	1,795,000.00	AA+	Aaa	07/08/20	07/10/20	1,791,140.75	0.32	1,383.64	1,792,828.95	1,789,466.02
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	700,000.00	AA+	Aaa	08/25/20	08/26/20	698,936.00	0.30	325.69	699,356.54	697,308.50
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	1,275,000.00	AA+	Aaa	08/19/20	08/21/20	1,273,699.50	0.28	593.23	1,274,217.09	1,270,097.63
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	735,000.00	AA+	Aaa	09/02/20	09/04/20	735,134.22	0.24	270.52	735,082.56	731,843.91
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	1,165,000.00	AA+	Aaa	09/02/20	09/04/20	1,164,615.55	0.26	428.79	1,164,763.52	1,159,997.49
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	1,300,000.00	AA+	Aaa	10/07/20	10/08/20	1,299,584.00	0.26	478.47	1,299,735.95	1,294,417.80
FREDDIE MAC NOTES DTD 12/04/2020 0.250% 12/04/2023	3137EAF2	1,555,000.00	AA+	Aaa	12/02/20	12/04/20	1,553,460.55	0.28	1,587.40	1,553,927.31	1,545,534.72
Security Type Sub-Total		19,000,000.00					18,972,645.57	0.33	15,515.45	18,985,065.31	18,951,069.89

Corporate Note

BANK OF NY MELLON CORP NOTES (CALLABLE) DTD 01/28/2020 1.850% 01/27/2023	06406RAM9	200,000.00	A	A1	01/21/20	01/28/20	199,860.00	1.87	966.11	199,942.21	203,093.00
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Corporate Note										
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	A+	A2	01/22/20	02/03/20	99,863.00	1.75	425.00	99,942.77	101,508.70
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	A+	A2	01/23/20	02/03/20	224,948.25	1.71	956.25	224,978.38	228,394.58
EXXON MOBIL CORPORATION CORPORATE NOTES DTD 04/15/2020 1.571% 04/15/2023	30231GBL5	AA-	Aa2	05/11/20	05/13/20	227,902.50	1.12	157.10	226,441.73	228,440.70
PEPSICO INC CORPORATE NOTES DTD 05/01/2020 0.750% 05/01/2023	713448EY0	A+	A1	04/29/20	05/01/20	214,574.30	0.82	806.25	214,787.73	215,923.86
CHEVRON CORP CORPORATE NOTES DTD 05/11/2020 1.141% 05/11/2023	166764BV1	AA-	Aa2	05/07/20	05/11/20	130,000.00	1.14	700.45	130,000.00	131,159.08
APPLE INC CORPORATE NOTES DTD 05/11/2020 0.750% 05/11/2023	037833DV9	AA+	Aa1	05/04/20	05/11/20	279,238.40	0.84	991.67	279,613.29	281,052.52
GENERAL DYNAMICS CORP NOTES DTD 05/11/2018 3.375% 05/15/2023	369550BD9	A-	A3	05/11/20	05/13/20	347,642.75	1.02	5,057.81	336,247.10	338,432.58
AMAZON.COM INC CORPORATE NOTES DTD 06/03/2020 0.400% 06/03/2023	023135BP0	AA	A1	06/01/20	06/03/20	474,335.00	0.45	781.11	474,648.37	474,512.18
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 06/08/2020 0.800% 06/08/2023	69371RO82	A+	A1	06/01/20	06/08/20	74,895.75	0.85	238.33	74,944.40	75,251.70
CHEVRON CORP DTD 06/24/2013 3.191% 06/24/2023	166764AH3	AA-	Aa2	02/25/20	02/27/20	446,560.25	1.62	4,784.28	435,664.59	440,471.70
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 06/04/2020 0.700% 07/05/2023	24422EVH9	A	A2	06/01/20	06/04/20	219,819.60	0.73	496.22	219,902.11	220,473.66
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 05/26/2020 1.350% 08/25/2023	89236THA6	A+	A1	05/20/20	05/26/20	149,944.50	1.36	371.25	149,969.02	151,971.00



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Corporate Note											
GOLDMAN SACHS GROUP INC CORPORATE NOTES	38141GXL3	275,000.00	BBB+	A2	11/16/20	11/19/20	275,000.00	0.63	785.49	275,000.00	274,406.28
DTD 11/19/2020 0.627% 11/17/2023											
JOHN DEERE CAPITAL CORP CORPORATE NOTES	24422EVN6	380,000.00	A	A2	03/01/21	03/04/21	379,730.20	0.48	494.00	379,792.44	375,992.14
DTD 03/04/2021 0.450% 01/17/2024											
IBM CORP NOTES	459200HU8	300,000.00	A-	A3	10/02/20	10/06/20	329,799.00	0.62	2,386.46	320,279.88	318,271.50
DTD 02/12/2014 3.625% 02/12/2024											
GOLDMAN SACHS CORP NOTES	38141GVM3	225,000.00	BBB+	A2	01/21/21	01/25/21	248,004.00	0.67	1,450.00	242,318.99	240,295.73
DTD 03/03/2014 4.000% 03/03/2024											
CHARLES SCHWAB CORP NOTES (CALLABLE)	808513BN4	300,000.00	A	A2	03/16/21	03/18/21	299,850.00	0.77	268.75	299,881.20	299,324.70
DTD 03/18/2021 0.750% 03/18/2024											
MORGAN STANLEY CORP NOTES (CALLABLE)	61772BAA1	175,000.00	BBB+	A1	04/19/21	04/22/21	175,000.00	0.73	92.39	175,000.00	174,853.70
DTD 04/22/2021 0.731% 04/05/2024											
COMCAST CORP (CALLABLE) CORPORATE NOTES	20030NCR0	300,000.00	A-	A3	05/07/20	05/11/20	328,677.00	1.20	493.33	317,667.81	319,808.40
DTD 10/05/2018 3.700% 04/15/2024											
MORGAN STANLEY CORP NOTES	61744YAO1	325,000.00	BBB+	A1	10/02/20	10/06/20	349,755.25	1.52	236.16	342,286.65	338,934.05
DTD 04/24/2018 3.737% 04/24/2024											
AMAZON.COM INC CORPORATE NOTES	023135BW5	815,000.00	AA	A1	05/10/21	05/12/21	813,810.10	0.50	1,721.69	813,997.92	808,070.06
DTD 05/12/2021 0.450% 05/12/2024											
CITIGROUP INC CORPORATE NOTES	172967MR9	50,000.00	BBB+	A3	10/02/20	10/06/20	51,235.50	0.98	386.87	50,868.70	50,749.05
DTD 05/14/2020 1.678% 05/15/2024											
CITIGROUP INC CORPORATE NOTES	172967MR9	300,000.00	BBB+	A3	05/07/20	05/14/20	300,000.00	1.68	2,321.24	300,000.00	304,494.30
DTD 05/14/2020 1.678% 05/15/2024											
UNITEDHEALTH GROUP INC (CALLABLE) CORP N	91324PEB4	325,000.00	A+	A3	05/17/21	05/19/21	324,662.00	0.59	804.38	324,713.38	322,235.55
DTD 05/19/2021 0.550% 05/15/2024											



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Corporate Note											
CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/17/2021 0.450% 05/17/2024	14913R2L0	475,000.00	A	A2	05/10/21	05/17/21	474,363.50	0.50	973.75	474,461.07	470,547.35
ASTRAZENECA FINANCE LLC (CALLABLE) CORP DTD 05/28/2021 0.700% 05/28/2024	04636NAC7	495,000.00	A-	A3	05/25/21	05/28/21	494,955.45	0.70	1,472.63	494,961.83	493,845.17
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 06/10/2021 0.450% 06/07/2024	24422EVO9	130,000.00	A	A2	06/07/21	06/10/21	129,837.50	0.49	229.13	129,858.91	128,357.32
BANK OF AMERICA CORP NOTES DTD 07/23/2018 3.864% 07/23/2024	06051GHL6	100,000.00	A-	A2	09/28/20	10/01/20	108,415.00	1.58	1,051.87	106,073.49	105,103.40
BANK OF AMERICA CORP NOTES DTD 07/23/2018 3.864% 07/23/2024	06051GHL6	225,000.00	A-	A2	08/21/20	08/25/20	245,362.50	1.47	2,366.70	239,322.29	236,482.65
BRISTOL MYERS SQUIBB CO CORP NOTES (CALL DTD 01/26/2020 2.900% 07/26/2024	110122CM8	156,000.00	A+	A2	10/05/20	10/07/20	168,899.64	0.69	1,193.83	165,195.03	164,388.59
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 08/09/2021 0.500% 08/09/2024	69371RR40	265,000.00	A+	A1	08/03/21	08/09/21	264,856.90	0.52	301.81	264,867.87	261,995.17
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 09/09/2021 0.750% 08/09/2024	02665WDY4	325,000.00	A-	A3	09/07/21	09/09/21	324,785.50	0.77	352.08	324,796.17	322,843.30
UNILEVER CAPITAL CORP (CALLABLE) CORPORA DTD 08/12/2021 0.626% 08/12/2024	904764BN6	175,000.00	A+	A1	08/09/21	08/12/21	175,000.00	0.63	240.40	175,000.00	173,121.73
BMW US CAPITAL LLC CORPORATE NOTES DTD 08/12/2021 0.750% 08/12/2024	05565EBU8	205,000.00	A	A2	08/09/21	08/12/21	204,981.55	0.75	337.40	204,982.91	204,069.51
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 06/10/2021 0.657% 09/10/2024	38141GYE8	250,000.00	BBB+	A2	06/07/21	06/10/21	250,000.00	0.66	232.69	250,000.00	248,871.50



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Corporate Note											
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 09/13/2021 0.625% 09/13/2024	89236TJN6	250,000.00	A+	A1	09/08/21	09/13/21	249,882.50	0.64	208.33	249,887.75	247,855.00
NESTLE HOLDINGS INC CORP NOTES (CALLABLE) DTD 09/14/2021 0.606% 09/14/2024	641062AU8	545,000.00	AA-	Aa3	09/07/21	09/14/21	545,000.00	0.61	431.19	545,000.00	542,261.92
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	475,000.00	A-	A2	10/16/20	10/21/20	475,000.00	0.81	74.81	475,000.00	474,370.63
MERCK & CO INC CORP NOTES DTD 02/10/2015 2.750% 02/10/2025	58933YAR6	225,000.00	A+	A1	03/09/21	03/11/21	240,104.25	1.00	1,392.19	237,455.37	235,870.88
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	350,000.00	A+	A1	09/23/21	09/27/21	359,698.50	0.96	1,365.00	359,423.64	357,116.55
JPMORGAN CHASE & CO CORP NOTES (CALLABLE) DTD 02/16/2021 0.563% 02/16/2025	46647PB1	295,000.00	A-	A2	02/09/21	02/16/21	295,000.00	0.56	346.01	295,000.00	291,804.27
EXXON MOBIL CORP CORPORATE NT (CALLABLE) DTD 03/06/2015 2.709% 03/06/2025	30231GAF9	225,000.00	AA-	Aa2	03/26/21	03/30/21	238,932.00	1.10	931.22	236,697.92	235,785.38
BURLINGTON NORTH SANTA FE CORP NOTES (CAL DTD 03/09/2015 3.000% 04/01/2025	12189LAV3	225,000.00	AA-	A3	03/05/21	03/09/21	242,156.25	1.08	562.50	239,239.44	238,063.05
BANK OF NY MELLON (CALLABLE) CORP NOTES DTD 04/24/2020 1.600% 04/24/2025	06406RAN7	225,000.00	A	A1	03/09/21	03/11/21	230,337.00	1.01	70.00	229,486.12	228,234.83
CITIGROUP INC CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	350,000.00	BBB+	A3	04/28/21	05/04/21	350,917.00	0.91	1,688.14	350,803.16	347,814.25



Managed Account Detail of Securities Held

For the Month Ending October 31, 2021

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note										
JPMORGAN CHASE & CO CORPORATE NOTES DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	A-	A2	05/24/21	06/01/21	595,000.00	0.82	2,042.83	595,000.00	588,733.46
Security Type Sub-Total						13,628,592.39	0.88	46,037.10	13,551,401.64	13,515,656.63
Certificate of Deposit										
SUMITOMO MITSUI BANK NY CERT DEPOS DTD 07/14/2020 0.700% 07/08/2022	86565CKU2	A-1	P-1	07/10/20	07/14/20	725,000.00	0.70	1,635.28	725,000.00	727,153.98
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 08/29/2019 1.850% 08/26/2022	65558TLL7	A-1+	P-1	08/27/19	08/29/19	800,000.00	1.84	2,754.44	800,000.00	810,268.00
SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022	83050PDR7	A-1	P-1	08/29/19	09/03/19	800,000.00	1.85	2,769.33	800,000.00	810,333.60
DNB BANK ASA/NY LT CD DTD 12/06/2019 2.040% 12/02/2022	23341VZT1	AA-	Aa2	12/04/19	12/06/19	875,000.00	2.03	7,536.67	875,000.00	891,037.88
CREDIT SUISSE NEW YORK CERT DEPOS DTD 03/23/2021 0.590% 03/17/2023	22552G3C2	A+	A1	03/19/21	03/23/21	725,000.00	0.59	2,649.67	725,000.00	726,647.20
Security Type Sub-Total						3,925,000.00	1.45	17,345.39	3,925,000.00	3,965,440.66
Bank Note										
PNC BANK NA CORP NOTES DTD 06/08/2018 3.500% 06/08/2023	69353RFL7	A	A2	03/06/20	03/10/20	454,818.00	1.28	5,908.68	425,391.70	444,087.18
Security Type Sub-Total						454,818.00	1.28	5,908.68	425,391.70	444,087.18
Asset-Backed Security										
VWALT 2019-A A3 DTD 10/04/2019 1.990% 11/21/2022	92867XAD8	AAA	NR	10/01/19	10/04/19	116,568.55	1.99	70.88	116,569.77	116,962.29
HART 2018-B A3 DTD 12/12/2018 3.200% 12/15/2022	44933AAC1	AAA	Aaa	12/04/18	12/12/18	21,596.34	3.20	30.72	21,596.53	21,639.56



Managed Account Detail of Securities Held

For the Month Ending October 31, 2021

CITY OF ANTIOCH, CA - 04380500

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security												
HAROT 2018-4 A3	DTD 11/28/2018 3.160% 01/15/2023	43815AAC6	125,999.99	AAA	Aaa	11/20/18	11/28/18	125,981.15	3.16	176.96	125,994.50	126,734.44
TOYOTA AUTO RECEIVABLES OWNER	DTD 11/07/2018 3.180% 03/15/2023	89231PAD0	71,916.46	AAA	Aaa	10/31/18	11/07/18	71,900.91	3.19	101.64	71,911.58	72,338.41
HAROT 2019-1 A3	DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	38,546.33	AAA	NR	02/19/19	02/27/19	38,545.30	2.83	39.39	38,545.98	38,845.75
VALET 2018-2 A3	DTD 11/21/2018 3.250% 04/20/2023	92869BAD4	87,468.87	AAA	Aaa	11/15/18	11/21/18	87,465.19	3.25	86.86	87,467.65	87,909.41
CARMAX AUTO OWNER TRUST	DTD 07/25/2018 3.130% 06/15/2023	14313FAD1	58,722.46	AAA	NR	07/18/18	07/25/18	58,714.46	3.13	81.69	58,719.81	59,021.78
HYUNDAI AUTO RECEIVABLES TRUST	DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	107,295.85	AAA	NR	04/03/19	04/10/19	107,281.72	2.66	126.85	107,290.38	108,005.37
NAROT 2018-C A3	DTD 12/12/2018 3.220% 06/15/2023	65478NAD7	211,473.07	AAA	Aaa	12/04/18	12/12/18	211,432.55	3.22	302.64	211,458.52	213,173.36
HAROT 2019-3 A3	DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	123,031.88	AAA	Aaa	08/20/19	08/27/19	123,030.85	1.78	97.33	123,031.42	123,864.46
GMALT 2020-3 A3	DTD 09/29/2020 0.450% 08/21/2023	362569AC9	230,000.00	AAA	Aaa	09/22/20	09/29/20	229,977.97	0.45	31.63	229,986.27	230,113.74
ALLYA 2019-1 A3	DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	83,444.19	NR	Aaa	02/05/19	02/13/19	83,434.10	2.91	107.92	83,440.08	84,075.08
CARMAX AUTO OWNER TRUST	DTD 10/24/2018 3.360% 09/15/2023	14315EAC4	92,991.57	AAA	NR	10/17/18	10/24/18	92,990.72	3.36	138.87	92,991.25	93,862.77
FORDO 2019-A A3	DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	234,537.65	NR	Aaa	03/19/19	03/22/19	234,498.18	2.78	289.78	234,521.19	236,351.87
NAROT 2019-A A3	DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	191,770.38	NR	Aaa	02/05/19	02/13/19	191,741.33	2.90	247.17	191,758.23	193,967.99
COPAR 2019-1 A3	DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	96,653.91	AAA	Aaa	05/21/19	05/30/19	96,634.33	2.51	107.82	96,644.97	97,506.65



Managed Account Detail of Securities Held

For the Month Ending October 31, 2021

CITY OF ANTIOCH, CA - 04380500

Security Type/Description	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	125,000.00	AAA	NR	09/15/20	09/23/20	124,993.66	0.40	22.22	124,995.89	124,959.10
GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023	36256XAD4	104,527.63	NR	Aaa	01/08/19	01/16/19	104,516.06	2.97	129.35	104,522.75	105,238.11
FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	109,209.51	AAA	Aaa	04/30/19	05/08/19	109,185.50	2.65	128.14	109,198.46	110,137.65
BMW.T 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	175,000.00	AAA	Aaa	03/02/21	03/10/21	174,994.45	0.29	8.46	174,995.70	174,814.48
HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024	41284WAC4	141,141.57	NR	Aaa	06/19/19	06/26/19	141,130.64	2.34	146.79	141,136.18	141,933.40
GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	153,901.56	AAA	Aaa	04/09/19	04/17/19	153,889.04	2.65	169.93	153,895.63	155,256.48
CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	144,134.54	AAA	NR	04/09/19	04/17/19	144,119.81	2.68	171.68	144,127.44	145,802.55
TLOT 2021-A A3 DTD 04/21/2021 0.390% 04/22/2024	89238EAC0	250,000.00	AAA	Aaa	04/13/21	04/21/21	249,970.83	0.39	29.79	249,975.99	249,586.75
VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	555,000.00	AAA	NR	10/01/19	10/08/19	554,957.21	1.94	328.99	554,976.70	559,649.18
GMALT 2021-2 A3 DTD 05/26/2021 0.340% 05/20/2024	380144AC9	360,000.00	AAA	NR	05/18/21	05/26/21	359,943.48	0.35	37.40	359,951.72	358,754.18
VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	215,000.00	AAA	Aaa	01/21/20	01/29/20	214,974.82	1.85	121.53	214,984.70	217,317.57
HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	146,578.02	AAA	Aaa	01/21/20	01/29/20	146,546.05	1.87	121.82	146,557.98	147,781.63
TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	320,000.00	AAA	Aaa	07/21/20	07/27/20	319,975.36	0.44	62.58	319,982.75	320,057.95
DCENT 2019-A3 A DTD 10/31/2019 1.890% 10/15/2024	254683CM5	330,000.00	NR	Aaa	10/24/19	10/31/19	329,929.12	1.89	277.20	329,957.77	335,023.29



Managed Account Detail of Securities Held

For the Month Ending October 31, 2021

CITY OF ANTIOCH, CA - 04380500

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security												
BMWOT 2020-A A3	DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	195,000.00	AAA	NR	07/08/20	07/15/20	194,985.28	0.48	15.60	194,989.74	195,214.62
CARMX 2020-1 A3	DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	245,000.00	AAA	NR	01/14/20	01/22/20	244,951.93	1.89	205.80	244,969.36	247,764.70
HART 2020-B A3	DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	310,000.00	AAA	NR	07/14/20	07/22/20	309,941.97	0.48	66.13	309,958.82	310,388.21
MBART 2020-1 A3	DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	315,000.00	AAA	NR	06/16/20	06/23/20	314,975.40	0.55	77.00	314,982.57	315,333.11
VZOT 2020-B A	DTD 08/12/2020 0.470% 02/20/2025	92290BA49	500,000.00	NR	Aaa	08/04/20	08/12/20	499,895.00	0.47	71.81	499,923.33	500,053.70
WOART 2020-B A3	DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	270,000.00	AAA	NR	06/16/20	06/24/20	269,978.83	0.63	75.60	269,984.70	270,506.06
KCOT 2021-1A A3	DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	210,000.00	NR	Aaa	04/06/21	04/14/21	209,957.03	0.62	57.87	209,962.48	208,478.45
HART 2021-A A3	DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	200,000.00	AAA	NR	04/20/21	04/28/21	199,978.96	0.38	33.78	199,981.42	198,891.36
KCOT 2021-2A A3	DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	350,000.00	NR	Aaa	07/20/21	07/28/21	349,986.81	0.56	87.11	349,987.61	345,757.34
CARMX 2021-2 A3	DTD 04/21/2021 0.520% 02/17/2026	14314OAC8	225,000.00	AAA	NR	04/13/21	04/21/21	224,951.51	0.52	52.00	224,956.85	224,356.48
CARMX 2021-3 A3	DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	445,000.00	AAA	Aaa	07/21/21	07/28/21	444,926.80	0.55	108.78	444,930.74	442,045.82
DCENT 2021-A1 A1	DTD 09/27/2021 0.580% 09/15/2026	254683CP8	265,000.00	AAA	Aaa	09/20/21	09/27/21	264,943.26	0.58	68.31	264,944.35	262,142.29
COPAR 2021-1 A3	DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	270,000.00	AAA	Aaa	10/19/21	10/27/21	269,994.90	0.77	23.10	269,994.91	269,357.71
GMCAR 2021-4 A3	DTD 10/21/2021 0.680% 09/16/2026	362554AC1	175,000.00	AAA	Aaa	10/13/21	10/21/21	174,995.54	0.68	33.06	174,995.57	174,189.00



Managed Account Detail of Securities Held

For the Month Ending **October 31, 2021**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security												
WOART 2021-D A3	98163KAC6	330,000.00	AAA	NR	NR	10/26/21	11/03/21	329,955.05	0.81	0.00	329,955.05	329,464.81
DTD 11/03/2021 0.810% 10/15/2026												
Security Type Sub-Total		9,326,512.43						9,325,337.95	1.31	4,769.98	9,325,705.29	9,344,628.91
Managed Account Sub-Total		98,380,300.49						98,947,032.44	0.73	169,581.30	98,777,206.91	98,694,169.70
Securities Sub-Total		\$98,380,300.49						\$98,947,032.44	0.73%	\$169,581.30	\$98,777,206.91	\$98,694,169.70
Accrued Interest												\$169,581.30
Total Investments												\$98,863,751.00

Bolded items are forward settling trades.



Managed Account Security Transactions & Interest

For the Month Ending October 31, 2021

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
BUY											
	10/01/21	10/06/21	US TREASURY NOTES	91282CDA6	2,500,000.00	(2,498,632.81)	(103.02)	(2,498,735.83)			
			DTD 09/30/2021 0.250% 09/30/2023								
	10/01/21	10/06/21	US TREASURY N/B NOTES	91282CCX7	2,000,000.00	(1,991,875.00)	(435.08)	(1,992,310.08)			
			DTD 09/15/2021 0.375% 09/15/2024								
	10/13/21	10/21/21	GMCAR 2021-4 A3	362554AC1	175,000.00	(174,995.54)	0.00	(174,995.54)			
			DTD 10/21/2021 0.680% 09/16/2026								
	10/19/21	10/27/21	COPAR 2021-1 A3	14044CAC6	270,000.00	(269,994.90)	0.00	(269,994.90)			
			DTD 10/27/2021 0.770% 09/15/2026								
	10/26/21	11/03/21	WOART 2021-D A3	98163KAC6	330,000.00	(329,955.05)	0.00	(329,955.05)			
			DTD 11/03/2021 0.810% 10/15/2026								

Transaction Type Sub-Total											
					5,275,000.00	(5,265,453.30)	(538.10)	(5,265,991.40)			
INTEREST											
	10/01/21	10/01/21	BURLINGTN NORTH SANTA FE CORP NOTES (CAL	12189LAV3	225,000.00	0.00	3,375.00	3,375.00			
			DTD 03/09/2015 3.000% 04/01/2025								
	10/01/21	10/25/21	FHLMC MULTIFAMILY STRUCTURED P	3137BLUR7	359,666.31	0.00	814.04	814.04			
			DTD 11/01/2015 2.716% 06/01/2022								
	10/01/21	10/25/21	FHLMC MULTIFAMILY STRUCTURED P	3137B1BS0	375,000.00	0.00	784.38	784.38			
			DTD 05/01/2013 2.510% 11/01/2022								
	10/01/21	10/25/21	FN BM4614	3140J9DU2	357,461.46	0.00	893.65	893.65			
			DTD 10/01/2018 3.000% 03/01/2033								
	10/01/21	10/25/21	FHMS KP05 A	3137FKK39	30,816.61	0.00	82.25	82.25			
			DTD 12/01/2018 3.203% 07/01/2023								
	10/01/21	10/25/21	FHLMC MULTIFAMILY STRUCTURED P	3137AVXN2	354,862.68	0.00	696.42	696.42			
			DTD 12/01/2012 2.355% 07/01/2022								
	10/01/21	10/25/21	FNA 2013-M7 A2	3136AEG04	405,330.58	0.00	1,069.41	1,069.41			
			DTD 05/01/2013 2.280% 12/01/2022								
	10/01/21	10/25/21	FHMS KJ27 A1	3137FO3V3	126,111.66	0.00	2,009.92	2,009.92			
			DTD 11/01/2019 2.092% 07/01/2024								
	10/05/21	10/05/21	MORGAN STANLEY CORP NOTES (CALLABLE)	61772BAA1	175,000.00	0.00	579.22	579.22			
			DTD 04/22/2021 0.731% 04/05/2024								



Managed Account Security Transactions & Interest

For the Month Ending October 31, 2021

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST										
10/15/21	10/15/21	KCOT 2021-1A A3	50117TAC5	210,000.00	0.00	108.50	108.50			
		DTD 04/14/2021 0.620% 08/15/2025								
10/15/21	10/15/21	CARMAX AUTO OWNER TRUST	14313FAD1	72,269.43	0.00	188.50	188.50			
		DTD 07/25/2018 3.130% 06/15/2023								
10/15/21	10/15/21	HART 2020-B A3	44933FAC0	310,000.00	0.00	124.00	124.00			
		DTD 07/22/2020 0.480% 12/16/2024								
10/15/21	10/15/21	EXXON MOBIL CORPORATION CORPORATE NOTES	30231GBL5	225,000.00	0.00	1,767.38	1,767.38			
		DTD 04/15/2020 1.571% 04/15/2023								
10/15/21	10/15/21	COPAR 2019-1 A3	14042WAC4	108,049.72	0.00	226.00	226.00			
		DTD 05/30/2019 2.510% 11/15/2023								
10/15/21	10/15/21	HAROT 2018-4 A3	43815AAC6	156,064.89	0.00	410.97	410.97			
		DTD 11/28/2018 3.160% 01/15/2023								
10/15/21	10/15/21	WOART 2020-B A3	98163WAC0	270,000.00	0.00	141.75	141.75			
		DTD 06/24/2020 0.630% 05/15/2025								
10/15/21	10/15/21	NAROT 2019-A A3	65479KAD2	215,400.84	0.00	520.55	520.55			
		DTD 02/13/2019 2.900% 10/15/2023								
10/15/21	10/15/21	HDMOT 2019-A A3	41284WAC4	162,657.46	0.00	317.18	317.18			
		DTD 06/26/2019 2.340% 02/15/2024								
10/15/21	10/15/21	KCOT 2021-2A A3	50117XAE2	350,000.00	0.00	163.33	163.33			
		DTD 07/28/2021 0.560% 11/17/2025								
10/15/21	10/15/21	HART 2018-B A3	44933AAC1	35,172.68	0.00	93.79	93.79			
		DTD 12/12/2018 3.200% 12/15/2022								
10/15/21	10/15/21	NAROT 2018-C A3	65478NAD7	245,695.91	0.00	659.28	659.28			
		DTD 12/12/2018 3.220% 06/15/2023								
10/15/21	10/15/21	TAOT 2020-C A3	89237VAB5	320,000.00	0.00	117.33	117.33			
		DTD 07/27/2020 0.440% 10/15/2024								
10/15/21	10/15/21	CARMX 2020-1 A3	14315XAC2	245,000.00	0.00	385.88	385.88			
		DTD 01/22/2020 1.890% 12/16/2024								
10/15/21	10/15/21	CARMX 2021-2 A3	14314OAC8	225,000.00	0.00	97.50	97.50			
		DTD 04/21/2021 0.520% 02/17/2026								
10/15/21	10/15/21	CARMX 2019-2 A3	14316IAC7	157,306.36	0.00	351.32	351.32			
		DTD 04/17/2019 2.680% 03/15/2024								



For the Month Ending October 31, 2021

Managed Account Security Transactions & Interest

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
10/15/21	10/15/21		CARMAX AUTO OWNER TRUST	14315EAC4	105,604.42	0.00	295.69	295.69			
10/15/21	10/15/21		DTD 10/24/2018 3.360% 09/15/2023								
10/15/21	10/15/21		FORDO 2019-A A3	34533FAD3	268,971.52	0.00	623.12	623.12			
10/15/21	10/15/21		DTD 03/22/2019 2.780% 09/15/2023								
10/15/21	10/15/21		US TREASURY NOTES	912828YK0	4,600,000.00	0.00	31,625.00	31,625.00			
10/15/21	10/15/21		DTD 10/15/2019 1.375% 10/15/2022								
10/15/21	10/15/21		ALLYA 2019-1 A3	02004WAC5	95,310.77	0.00	231.13	231.13			
10/15/21	10/15/21		DTD 02/13/2019 2.910% 09/15/2023								
10/15/21	10/15/21		MBART 2020-1 A3	58769VAC4	315,000.00	0.00	144.38	144.38			
10/15/21	10/15/21		DTD 06/23/2020 0.550% 02/18/2025								
10/15/21	10/15/21		COMCAST CORP (CALLABLE)	20030NCR0	300,000.00	0.00	5,550.00	5,550.00			
10/15/21	10/15/21		CORPORATE NOTES								
10/15/21	10/15/21		DTD 10/05/2018 3.700% 04/15/2024								
10/15/21	10/15/21		FIFTH THIRD AUTO TRUST	31680YAD9	123,470.14	0.00	271.63	271.63			
10/15/21	10/15/21		DTD 05/08/2019 2.640% 12/15/2023								
10/15/21	10/15/21		DCENT 2019-A3 A	254683CM5	330,000.00	0.00	519.75	519.75			
10/15/21	10/15/21		DTD 10/31/2019 1.890% 10/15/2024								
10/15/21	10/15/21		HYUNDAI AUTO RECEIVABLES TRUST	44932NAD2	124,041.76	0.00	274.96	274.96			
10/15/21	10/15/21		DTD 04/10/2019 2.660% 06/15/2023								
10/15/21	10/15/21		CARMX 2021-3 A3	14317DAC4	445,000.00	0.00	203.96	203.96			
10/15/21	10/15/21		DTD 07/28/2021 0.550% 06/15/2026								
10/15/21	10/15/21		HART 2021-A A3	44933IAC7	200,000.00	0.00	63.33	63.33			
10/15/21	10/15/21		DTD 04/28/2021 0.380% 09/15/2025								
10/15/21	10/15/21		NALT 2019-B A3	65478IAD1	15,803.84	0.00	29.90	29.90			
10/15/21	10/15/21		DTD 07/24/2019 2.270% 07/15/2022								
10/15/21	10/15/21		MBALT 2020-B A3	58769EAC2	125,000.00	0.00	41.67	41.67			
10/15/21	10/15/21		DTD 09/23/2020 0.400% 11/15/2023								
10/15/21	10/15/21		HDMOT 2020-A A3	41284UAD6	159,562.69	0.00	248.65	248.65			
10/15/21	10/15/21		DTD 01/29/2020 1.870% 10/15/2024								
10/15/21	10/15/21		TOYOTA AUTO RECEIVABLES OWNER	89231PAD0	86,959.27	0.00	230.44	230.44			
10/15/21	10/15/21		DTD 11/07/2018 3.180% 03/15/2023								
10/15/21	10/15/21		HAROT 2019-3 A3	43815NAC8	135,460.02	0.00	200.93	200.93			
10/15/21	10/15/21		DTD 08/27/2019 1.780% 08/15/2023								



Managed Account Security Transactions & Interest

For the Month Ending October 31, 2021

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	10/15/21	10/15/21	DCENT 2021-A1 A1	254683CP8	265,000.00	0.00	76.85	76.85			
			DTD 09/27/2021 0.580% 09/15/2026								
	10/15/21	10/16/21	GMCAR 2019-1 A3	36256XAD4	120,454.92	0.00	298.13	298.13			
			DTD 01/16/2019 2.970% 11/16/2023								
	10/15/21	10/16/21	GMCAR 2019-2 A3	36257FAD2	171,838.72	0.00	379.48	379.48			
			DTD 04/17/2019 2.650% 02/16/2024								
	10/18/21	10/18/21	HAROT 2019-1 A3	43814WAC9	44,438.53	0.00	104.80	104.80			
			DTD 02/27/2019 2.830% 03/20/2023								
	10/20/21	10/20/21	VZOT 2019-C A1A	92348AAA3	555,000.00	0.00	897.25	897.25			
			DTD 10/08/2019 1.940% 04/22/2024								
	10/20/21	10/20/21	INTL BK OF RECON AND DEV NOTE	459058JV6	665,000.00	0.00	418.95	418.95			
			DTD 04/20/2021 0.126% 04/20/2023								
	10/20/21	10/20/21	VALET 2018-2 A3	92869BAD4	110,168.90	0.00	298.37	298.37			
			DTD 11/21/2018 3.250% 04/20/2023								
	10/20/21	10/20/21	FREDDIE MAC NOTES	3137EAE08	2,200,000.00	0.00	4,125.00	4,125.00			
			DTD 04/20/2020 0.375% 04/20/2023								
	10/20/21	10/20/21	VZOT 2020-B A	92290BAA9	500,000.00	0.00	195.83	195.83			
			DTD 08/12/2020 0.470% 02/20/2025								
	10/20/21	10/20/21	VZOT 2020-A A1A	92348TAA2	215,000.00	0.00	331.46	331.46			
			DTD 01/29/2020 1.850% 07/22/2024								
	10/20/21	10/20/21	TLOT 2021-A A3	89238EAC0	250,000.00	0.00	81.25	81.25			
			DTD 04/21/2021 0.390% 04/22/2024								
	10/20/21	10/20/21	GMALT 2020-3 A3	362569AC9	230,000.00	0.00	86.25	86.25			
			DTD 09/29/2020 0.450% 08/21/2023								
	10/20/21	10/20/21	GMALT 2021-2 A3	380144AC9	360,000.00	0.00	102.00	102.00			
			DTD 05/26/2021 0.340% 05/20/2024								
	10/20/21	10/20/21	VWALT 2019-A A3	92867XAD8	143,618.57	0.00	238.17	238.17			
			DTD 10/04/2019 1.990% 11/21/2022								
	10/24/21	10/24/21	BANK OF AMERICA CORP (CALLABLE) CORPORAT	06051GJH3	475,000.00	0.00	1,923.75	1,923.75			
			DTD 10/21/2020 0.810% 10/24/2024								
	10/24/21	10/24/21	BANK OF NY MELLON (CALLABLE) CORP NOTES	06406RAN7	225,000.00	0.00	1,800.00	1,800.00			
			DTD 04/24/2020 1.600% 04/24/2025								



Managed Account Security Transactions & Interest

For the Month Ending October 31, 2021

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	10/24/21	10/24/21	MORGAN STANLEY CORP NOTES	61744YAO1	325,000.00	0.00	6,072.63	6,072.63			
			DTD 04/24/2018 3.737% 04/24/2024								
	10/25/21	10/25/21	BMWLT 2021-1 A3	05591RAC8	175,000.00	0.00	42.29	42.29			
			DTD 03/10/2021 0.290% 01/25/2024								
	10/25/21	10/25/21	BMWOT 2020-A A3	09661RAD3	195,000.00	0.00	78.00	78.00			
			DTD 07/15/2020 0.480% 10/25/2024								
	10/31/21	10/31/21	US TREASURY NOTES	912828X70	750,000.00	0.00	7,500.00	7,500.00			
			DTD 05/01/2017 2.000% 04/30/2024								
	10/31/21	10/31/21	US TREASURY NOTES	912828YM6	3,000,000.00	0.00	22,500.00	22,500.00			
			DTD 10/31/2019 1.500% 10/31/2024								

Transaction Type Sub-Total

104,082.55

24,122,570.66

0.00

104,082.55

104,082.55

PAYDOWNS

10/01/21	10/25/21	FHLMC MULTIFAMILY STRUCTURED P	3137BLUR7	678.44	678.44	0.00	0.84	0.00			
		DTD 11/01/2015 2.716% 06/01/2022									
10/01/21	10/25/21	FN BM4614	3140J9DU2	8,986.84	8,986.84	0.00	(589.76)	0.00			
		DTD 10/01/2018 3.000% 03/01/2033									
10/01/21	10/25/21	FHLMC MULTIFAMILY STRUCTURED P	3137AVXN2	1,006.10	1,006.10	0.00	(3.69)	0.00			
		DTD 12/01/2012 2.355% 07/01/2022									
10/01/21	10/25/21	FNA 2013-M7 A2	3136AEGO4	30,971.53	30,971.53	0.00	(192.98)	0.00			
		DTD 05/01/2013 2.280% 12/01/2022									
10/01/21	10/25/21	FNA 2013-M7 A2	3136AEGO4	41,027.21	41,027.21	0.00	(537.50)	0.00			
		DTD 05/01/2013 2.280% 12/01/2022									
10/01/21	10/25/21	FHMS K127 A1	3137F03V3	69,049.70	69,049.70	0.00	1.64	0.00			
		DTD 11/01/2019 2.092% 07/01/2024									
10/01/21	10/25/21	FHMS KP05 A	3137FKK39	19,741.42	19,741.42	0.00	0.06	0.00			
		DTD 12/01/2018 3.203% 07/01/2023									
10/15/21	10/15/21	NAROT 2019-A A3	65479KAD2	23,630.46	23,630.46	0.00	3.58	0.00			
		DTD 02/13/2019 2.900% 10/15/2023									
10/15/21	10/15/21	CARMAX AUTO OWNER TRUST	14313FAD1	13,546.97	13,546.97	0.00	1.85	0.00			
		DTD 07/25/2018 3.130% 06/15/2023									
10/15/21	10/15/21	NAROT 2018-C A3	65478NAD7	34,222.84	34,222.84	0.00	6.56	0.00			
		DTD 12/12/2018 3.220% 06/15/2023									



Managed Account Security Transactions & Interest

For the Month Ending October 31, 2021

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
PAYDOWNS											
10/15/21	10/15/21		ALLYA 2019-1 A3	02004WAC5	11,866.58	11,866.58	0.00	11,866.58	1.43	0.00	
			DTD 02/13/2019 2.910% 09/15/2023								
10/15/21	10/15/21		FIFTH THIRD AUTO TRUST	31680YAD9	14,260.63	14,260.63	0.00	14,260.63	3.13	0.00	
			DTD 05/08/2019 2.640% 12/15/2023								
10/15/21	10/15/21		COPAR 2019-1 A3	14042WAC4	11,395.81	11,395.81	0.00	11,395.81	2.31	0.00	
			DTD 05/30/2019 2.510% 11/15/2023								
10/15/21	10/15/21		HART 2018-B A3	44933AAC1	13,576.08	13,576.08	0.00	13,576.08	0.16	0.00	
			DTD 12/12/2018 3.200% 12/15/2022								
10/15/21	10/15/21		HDMOT 2020-A A3	41284UAD6	12,984.67	12,984.67	0.00	12,984.67	2.83	0.00	
			DTD 01/29/2020 1.870% 10/15/2024								
10/15/21	10/15/21		HAROT 2019-3 A3	43815NAC8	12,428.14	12,428.14	0.00	12,428.14	0.10	0.00	
			DTD 08/27/2019 1.780% 08/15/2023								
10/15/21	10/15/21		CARMAX AUTO OWNER TRUST	14315EAC4	12,612.85	12,612.85	0.00	12,612.85	0.12	0.00	
			DTD 10/24/2018 3.360% 09/15/2023								
10/15/21	10/15/21		HYUNDAI AUTO RECEIVABLES TRUST	44932NAD2	16,745.91	16,745.91	0.00	16,745.91	2.20	0.00	
			DTD 04/10/2019 2.660% 06/15/2023								
10/15/21	10/15/21		NALT 2019-B A3	65478LAD1	15,803.84	15,803.84	0.00	15,803.84	0.90	0.00	
			DTD 07/24/2019 2.270% 07/15/2022								
10/15/21	10/15/21		CARMX 2019-2 A3	14316LAC7	13,171.82	13,171.82	0.00	13,171.82	1.35	0.00	
			DTD 04/17/2019 2.680% 03/15/2024								
10/15/21	10/15/21		TOYOTA AUTO RECEIVABLES OWNER	89231PAD0	15,042.81	15,042.81	0.00	15,042.81	3.25	0.00	
			DTD 11/07/2018 3.180% 03/15/2023								
10/15/21	10/15/21		HDMOT 2019-A A3	41284WAC4	21,515.89	21,515.89	0.00	21,515.89	1.67	0.00	
			DTD 06/26/2019 2.340% 02/15/2024								
10/15/21	10/15/21		FORDO 2019-A A3	34533FAD3	34,433.87	34,433.87	0.00	34,433.87	5.79	0.00	
			DTD 03/22/2019 2.780% 09/15/2023								
10/15/21	10/15/21		HAROT 2018-4 A3	43815AAC6	30,064.90	30,064.90	0.00	30,064.90	4.49	0.00	
			DTD 11/28/2018 3.160% 01/15/2023								
10/16/21	10/16/21		GMCAR 2019-1 A3	36256XAD4	15,927.29	15,927.29	0.00	15,927.29	1.76	0.00	
			DTD 01/16/2019 2.970% 11/16/2023								
10/16/21	10/16/21		GMCAR 2019-2 A3	36257FAD2	17,937.16	17,937.16	0.00	17,937.16	1.46	0.00	
			DTD 04/17/2019 2.650% 02/16/2024								
10/18/21	10/18/21		HAROT 2019-1 A3	43814WAC9	5,892.20	5,892.20	0.00	5,892.20	0.16	0.00	
			DTD 02/27/2019 2.830% 03/20/2023								



CITY OF ANTIOCH, CA - 04380500

Managed Account Security Transactions & Interest

For the Month Ending October 31, 2021

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
PAYDOWNS											
	10/20/21	10/20/21	VWALT 2019-A A3	92867XAD8	27,048.18	27,048.18	0.00	27,048.18	0.43	0.00	
			DTD 10/04/2019 1.990% 11/21/2022								
	10/20/21	10/20/21	VALET 2018-2 A3	92869BAD4	22,700.03	22,700.03	0.00	22,700.03	0.96	0.00	
			DTD 11/21/2018 3.250% 04/20/2023								
Transaction Type Sub-Total									568,270.17	(1,274.90)	0.00
SELL											
	10/01/21	10/06/21	US TREASURY NOTES	9128282S8	1,175,000.00	1,191,202.15	1,898.83	1,193,100.98	18,542.97	16,888.54	FIFO
			DTD 08/31/2017 1.625% 08/31/2022								
	10/01/21	10/06/21	US TREASURY NOTES	9128282P4	1,650,000.00	1,674,105.47	5,632.64	1,679,738.11	22,751.96	23,755.34	FIFO
			DTD 07/31/2017 1.875% 07/31/2022								
	10/01/21	10/06/21	US TREASURY NOTES	9128282P4	800,000.00	811,687.50	2,730.98	814,418.48	8,968.75	10,966.69	FIFO
			DTD 07/31/2017 1.875% 07/31/2022								
	10/04/21	10/06/21	BRISTOL-MYERS SQUIBB CO (CALLABLE) CORP	110122DT2	425,000.00	425,085.00	906.56	425,991.56	85.00	85.00	FIFO
			DTD 11/13/2020 0.537% 11/13/2023								
	10/04/21	10/06/21	CLOROX COMPANY CORP NOTE (CALLABLE)	189054AT6	350,000.00	356,786.50	622.71	357,409.21	(9,215.50)	1,515.25	FIFO
			DTD 09/13/2012 3.050% 09/15/2022								
	10/28/21	11/03/21	US TREASURY NOTES	9128282S8	25,000.00	25,313.48	71.82	25,385.30	108.40	255.35	FIFO
			DTD 08/31/2017 1.625% 08/31/2022								
	10/28/21	11/03/21	US TREASURY NOTES	9128282S8	175,000.00	177,194.33	502.77	177,697.10	2,542.96	2,287.86	FIFO
			DTD 08/31/2017 1.625% 08/31/2022								
Transaction Type Sub-Total									4,661,374.43	43,784.54	55,754.03
Managed Account Sub-Total									(35,808.70)	42,509.64	55,754.03
Total Security Transactions									(\$35,808.70)	\$42,509.64	\$55,754.03

Bolted items are forward settling trades.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 14, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Thomas Lloyd Smith, City Attorney *7LS*

SUBJECT: REJECTION OF CLAIMS: RALPH HERNANDEZ, NICHOLAS ROARK, ANTI POLICE-TERROR PROJECT

RECOMMENDED ACTION

It is recommended that the City Council reject the claims submitted by Ralph Hernandez, Nicholas Roark and Anti Police-Terror Project et al.

Should the City Council desire to discuss these matters, it would be scheduled for a future closed session.

ATTACHMENTS


None.



**STAFF REPORT TO THE SUCCESSOR AGENCY TO THE ANTIOCH
DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH**

DATE: Regular Meeting of December 14, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Dawn Merchant, Finance Director 

SUBJECT: Recognized Obligation Payment Schedule (22-23) for the
Successor Agency to the Antioch Development Agency of the City
of Antioch

RECOMMENDED ACTION

It is recommended that the Successor Agency to the Antioch Development Agency of the City of Antioch adopt the resolution approving the Recognized Obligation Payment Schedule for the period of July 2022 through June 2023 (ROPS 22-23).

FISCAL IMPACT

Approval of the ROPS and enforceable obligations listed thereupon will ensure that the Successor Agency receives adequate funding from the Redevelopment Property Tax Trust Fund administered through Contra Costa County to meet all outstanding obligations due during the ROPS period.

DISCUSSION

As a result of the passage of Assembly Bill 1X26, or Dissolution Act, as amended by Assembly Bill 1484 and further by Senate Bill 107, the Successor Agency to the Antioch Development Agency of the City of Antioch (Successor Agency) is required to prepare an annual Recognized Obligation Payment Schedule (ROPS) that outlines administrative, contractual and bonded indebtedness expenses of the Successor Agency until all obligations of the former Antioch Development Agency are satisfied.

The ROPS 22-23 for the period of July 2022 through June 2023 is required to be submitted to the Department of Finance (DOF) by February 1, 2022. A draft ROPS for this period is attached (Attachment A). The ROPS 22-23 will be used by the County Auditor-Controller to allocate property tax increment to the Successor Agency to pay the obligations listed on the ROPS due for fiscal year 2023. The ROPS is subject to certification by the County Auditor Controller, approval of the State Controller, State Department of Finance and the Oversight Board. The Oversight Board is scheduled to review this ROPS on January 24, 2022. Once approved, the City as Successor Agency will then only be able to pay those obligations listed on the approved ROPS.

Attached for consideration and approval are a resolution and ROPS 22-23 (Attachment A), detailing the continuing obligations of the former Antioch Development Agency.

The ROPS is segregated into four pages, with the first page providing a summary of funding requested. The second page details all obligations of the Successor Agency to be reimbursed from the Redevelopment Property Tax Trust Fund established at the County level. The third page provides cash balance totals (which outlines any funds retained, being set aside for future approved obligations or unspent from the prior period ROPS distribution). The fourth page provides notes to the obligations listed that the Agency wants to provide further clarification for.

ATTACHMENTS

A. Resolution Approving the Recognized Obligation Payment Schedule for the Period of July 2022 through June 2023 (ROPS 22-23)

1) Recognized Obligation Payment Schedule for the Period of July 2022 through June 2023 (ROPS 22-23)

ATTACHMENT A

SA RESOLUTION NO. 2021/

RESOLUTION OF THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE ("ROPS") FOR THE SUCCESSOR AGENCY FOR THE PERIOD OF JULY 2022 THROUGH JUNE 2023 (ROPS 22-23)

Whereas, pursuant to the Community Redevelopment Law (Health and Safety Code Sections 33000 *et seq.*), on July 15, 1975, the City Council of the City of Antioch ("City") adopted the Antioch Community Redevelopment Plan (as amended), which set forth the Redevelopment Plan of the Antioch Community Redevelopment Project Area to be implemented by the Antioch Development Agency ("Agency");

Whereas, in June 2011, as part of the 2011-2012 State budget bill, the California State Legislature enacted, and the Governor signed, Assembly Bill 1X 26 to dissolve redevelopment agencies;

Whereas, given the State-mandated dissolution of the Antioch Development Agency on February 1, 2012 pursuant to Assembly Bill 1x 26, the City Council adopted a resolution confirming its intention to serve as the Successor Agency to the Antioch Development Agency ("Successor Agency") and as Housing Successor ("Housing Successor"), pursuant to California Health and Safety Code section 34173(d); and

Whereas, Health and Safety Code section 34177(l)(1) provides that Successor Agencies are required to prepare a Recognized Obligation Payment Schedule ("ROPS") before each annual fiscal period identifying enforceable obligations and sources of payment;

NOW THEREFORE BE IT RESOLVED THAT the Successor Agency to the Antioch Development Agency of the City of Antioch hereby approves the attached Recognized Obligation Payment Schedule of the City of Antioch as Successor Agency for the period of July 2022 through June 2023 (ROPS 22-23).

* * * * *

The foregoing resolution was passed and adopted by the Successor Agency to the Antioch Development Agency of the City of Antioch at a regular meeting thereof, held on the 14th day of December, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
RECORDING SECRETARY**

Recognized Obligation Payment Schedule (ROPS 22-23) - Summary
Filed for the July 1, 2022 through June 30, 2023 Period

Successor Agency: Antioch

County: Contra Costa

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	22-23A Total (July - December)	22-23B Total (January - June)	ROPS 22-23 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 452,895	\$ 1,280,817	\$ 1,733,712
F RPTTF	448,895	1,276,817	1,725,712
G Administrative RPTTF	4,000	4,000	8,000
H Current Period Enforceable Obligations (A+E)	\$ 452,895	\$ 1,280,817	\$ 1,733,712

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Antioch
Recognized Obligation Payment Schedule (ROPS 22-23) - ROPS Detail
July 1, 2022 through June 30, 2023

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 22-23 Total	ROPS 22-23A (Jul - Dec)					ROPS 22-23B (Jan - Jun)					22-23B Total	
											Fund Sources					Fund Sources						
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		
								\$21,224,397		\$1,733,712	\$-	\$-	\$-	\$448,895	\$4,000	\$452,895	\$-	\$-	\$-	\$1,276,817	\$4,000	\$1,280,817
2	2009 Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	08/01/2009	09/01/2027	Bank of New York	Bond issue to fund non-housing projects	Area 1	865,512	N	\$144,362	-	-	-	135,570	-	\$135,570	-	-	-	8,792	-	\$8,792
6	Bond administration	Fees	07/01/1994	05/01/2032	Bank of New York	Bond administrative fees	Areas 1,2,3,4,4.1	197,135	N	\$4,700	-	-	-	2,500	-	\$2,500	-	-	-	2,200	-	\$2,200
12	Administrative costs	Admin Costs	02/01/2012	12/31/2032	City of Antioch/consultants	Administrative expenses for agency	Areas 1,2,3,4,4.1	1,840,000	N	\$8,000	-	-	-	-	4,000	\$4,000	-	-	-	-	4,000	\$4,000
18	2015A Lease Revenue Bonds	Bond Reimbursement Agreements	02/01/2015	05/01/2032	City of Antioch	Bonds issued to refinance 2002 Lease Revenue Bonds	Areas 1,2,3,4,4.1	18,321,750	N	\$1,576,650	-	-	-	310,825	-	\$310,825	-	-	-	1,265,825	-	\$1,265,825
20	Department of Boating and Waterways Loan/Marina	Third-Party Loans	07/01/2003	08/01/2039	City of Antioch	Marina construction loan	Area 1	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-

Antioch
Recognized Obligation Payment Schedule (ROPS 22-23) - Report of Cash Balances
July 1, 2019 through June 30, 2020
 (Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.									
A	B	C	D	E	F	G	H		
	ROPS 19-20 Cash Balances (07/01/19 - 06/30/20)	Fund Sources					Comments		
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF			
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin			
1	Beginning Available Cash Balance (Actual 07/01/19) RPTTF amount should exclude "A" period distribution amount.	149,621	1	243,774	35,544				
2	Revenue/Income (Actual 06/30/20) RPTTF amount should tie to the ROPS 19-20 total distribution from the County Auditor-Controller	1,691	342		17,879	2,942,901			
3	Expenditures for ROPS 19-20 Enforceable Obligations (Actual 06/30/20)	152	290	178,655		2,914,233			
4	Retention of Available Cash Balance (Actual 06/30/20) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	151,160		65,119	53,423		\$65,119 was applied to 21/22 ROPS; \$53,423 interest applied as follows: \$35,544 of interest applied to 20/21 ROPS; \$17,879 of interest to apply to a future ROPS		
5	ROPS 19-20 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 19-20 PPA form submitted to the CAC			No entry required		28,668			
6	Ending Actual Available Cash Balance (06/30/20) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$53	\$-	\$-	\$-			\$-

Antioch
Recognized Obligation Payment Schedule (ROPS 22-23) - Notes
July 1, 2022 through June 30, 2023

Item #	Notes/Comments
2	
6	
12	
18	
20	



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 14, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Thomas Lloyd Smith, City Attorney *TLS*

SUBJECT: AB 361: Resolution Making Findings Necessary to Conduct Brown Act Meetings by Teleconference for the City Council, Boards, Commissions, and Committees

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution Authorizing Remote Teleconference/Virtual Meetings of the Legislative Bodies of the City of Antioch.

FISCAL IMPACT

There is no anticipated direct or indirect fiscal impact as a result of this item.

DISCUSSION

The City of Antioch has utilized teleconference technology for some time, and since the State of Emergency is still in effect and state and local health officials are still recommending measure to promote social distancing (as described in the attached Resolution), the City's legislative bodies can continue to meet while providing access to the public via teleconference. This resolution makes the findings required by AB 361, and would apply Citywide – i.e., not just to the City Council but to all City commissions and committees subject to the Brown Act as well. Staff requests passage of the attached resolution, which enables "hybrid meetings" including in-person and teleconference public participation or virtual meetings via teleconference for the City Council, Boards, Commissions, and Committees.

Under this resolution, City Council, commissions, boards, and committees can continue holding virtual meetings or hybrid meetings in compliance with the following more flexible standards:

- The City is not required to provide a physical location for the public to attend or provide comments.

- Public to access to the meeting via a call-in or an internet-based service option must be allowed, but the City is not required to have members of the public attend at each teleconference location.
- The City is only required to notice and post agenda in accordance with the Brown Act provisions for in-person meetings. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option.
- When notice of the time of the teleconferenced meeting given or the agenda for the meeting is posted, the City shall also give notice of means by which members of the public may access the meeting and offer public comment.
- The City must provide an opportunity for the public to address the it and offer comment in real time and cannot require all public comments to be submitted in advance of the meeting.

ATTACHMENTS

A. Resolution

RESOLUTION NO. 2021-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
MAKING THE REQUIRED FINDINGS TO AUTHORIZE REMOTE
TELECONFERENCE/VIRTUAL MEETINGS OF THE LEGISLATIVE
BODIES OF THE CITY OF ANTIOCH FOR A PERIOD OF THIRTY
DAYS PURSUANT TO BROWN ACT PROVISIONS**

WHEREAS, the City of Antioch is committed to preserving and nurturing public access and participation in public meetings under the Ralph M. Brown Act;

WHEREAS, all meetings of the City's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), such that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business;

WHEREAS, as recently amended by AB 361, Government Code section 54953(e) of the Brown Act makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions;

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558;

WHEREAS, it is further required that state or local officials have recommended or imposed measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees;

WHEREAS, such conditions now exist in the City; specifically, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency, and such proclamation remains in effect and has not been rescinded or cancelled;

WHEREAS, Cal-OSHA's Emergency Temporary Standards include measures to promote social distancing, such as (1) requiring employers to provide training as to "the fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing, face coverings, increased ventilation indoors, and respiratory protection decrease the spread of COVID-19"; (2) requiring employees, when eating or drinking, to be "at least six feet apart"; and (3) requiring certain employees without face coverings to "be at least six feet apart from all other persons unless the unmasked employee is either fully vaccinated or tested at least weekly for COVID-19";

WHEREAS, the Sacramento County Public Health Officer's Order, dated July 29, 2021, requires unvaccinated person to follow all CDC guidance for unvaccinated people, which, in turn, requires people to stay six feet away from others;

WHEREAS, the City Council does hereby find that all of the legislative bodies of the City shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the City will provide live call-in and/or internet service-based option for remote public participation and will provide notice for such participation in the agendas posted in advance of the meetings.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Findings. The City Council hereby finds that, as set forth above, due to the novel coronavirus there has been declared a State of Emergency by the Governor of the State of California and that state and local officials are recommending or imposing measures promote social distancing.

Section 3. Remote Teleconference Meetings. The City Manager is hereby authorized and directed to take all actions necessary to conduct open and public meetings for all the legislative bodies of the City in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 4. Effective Date of Resolution. This Resolution shall be effective immediately upon its adoption and shall remain in effect until the earlier of 30 days from the effective date of this Resolution, or such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City may continue to teleconference.

* * * * *

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 14th day of December, 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 December 14, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Thomas Lloyd Smith, City Attorney TLS

SUBJECT: Resolution Designating Deputy City Clerk Christina Garcia,
Certified Municipal Clerk ("CMC"), As Elections Official For City
Clerk For Selected Proceedings

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution designating Deputy City Clerk Christina Garcia as Elections Official for City Clerk Recall Proceedings.

FISCAL IMPACT

Although this action will result in the reallocation of duties among members of the City Clerk department's staff, it is not anticipated to have any fiscal impact.

DISCUSSION

On November 30, 2021, City Clerk and Elections Official Ellie Householder was served with a Notice of Intent to Recall for her position as City Clerk. California Elections Code Division 11, Chapter 3 contains the process for recall of local officers. Under this statutory framework, recalls are managed an elections official, which in Antioch's case the City Clerk.

Elections Code Section 11201 provides that "[w]hen the city or county elections official is the officer sought to be recalled, the duties imposed upon him or her shall be performed by some other person designated by the governing board."

To implement this statute, it is recommended that the City Council designate Deputy City Clerk Christina Garcia, Certified Municipal Clerk ("CMC") as Elections Official for purposes of managing the process and potential vote in the matter of the City Clerk's recall.

ATTACHMENTS

- A. Resolution Designating Deputy City Clerk Christina Garcia, CMC as Elections Official for City Clerk Recall Proceedings.

RESOLUTION NO. 2021/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
DESIGNATING DEPUTY CITY CLERK CHRISTINA GARCIA AS ELECTIONS
OFFICIAL FOR CITY CLERK RECALL PROCEEDINGS**

WHEREAS, on November 30, 2021, City Clerk and Elections Official Ellie Householder was served with a Notice of Intent to Recall for her position as City Clerk;

WHEREAS, California Elections Code Division 11, Chapter 3 contains the process for recall of local officers under which duties for recalls are managed by the elections official, in Antioch's case the City Clerk;

WHEREAS, Elections Code Section 11201 provides that "[w]hen the city or county elections official is the officer sought to be recalled, the duties imposed upon him or her shall be performed by some other person designated by the governing board;" and

WHEREAS, to implement this statute, the City Council wishes to designate Deputy City Clerk Christina Garcia, CMC as Elections Official for purposes of managing the process and potential vote in the matter of the City Clerk's recall.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby designates Deputy City Clerk Christina Garcia, CMC as Elections Official for purposes of managing the process and potential vote in the matter of the City Clerk's recall.

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 14th day of December 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**CHRISTINA GARCIA, CMC
CITY CLERK OF THE CITY OF ANTIOCH**



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 14, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Kwame P. Reed, Economic Development Director *KPR*

APPROVED BY: Ron Bernal, City Manager

SUBJECT: Authorization for the City Manager to Enter into Consultant Service Agreement with Evviva Brands, LLC for the Opportunity Lives Here Campaign Relaunch Asset Development for \$65,000 and for Media Purchases not to exceed \$185,000 for Fiscal Year 2021/22

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Authorizing the City Manager to enter into a consultant service agreement with Evviva Brands, LLC for the Opportunity Lives Here Campaign Relaunch Asset Development in amount not to exceed \$65,000; and
2. Approving the allocation of up to \$185,000 of Economic Development Department marketing funds for use on media purchases for the Opportunity Lives Here Campaign for fiscal year 2021/22.

FISCAL IMPACT

The Economic Development Departments City Council approved budget for fiscal year 2021/22 includes funding for the city-wide marketing campaign.

DISCUSSION

In 2018, the City Council awarded the marketing and branding contract to Evviva Brands, LLC ("Evviva"). On September 11, 2018, the City Council selected "Opportunity Lives Here" as the City's brand line and as the campaign line for subsequent advertising.

Since 2018, there have been two additional general awareness campaigns planned. Unfortunately, the second campaign was halted due to the pandemic and staff did not pursue a campaign during fiscal year 2020/21. The concept of the third campaign was intended to provide marketing efforts internal to Antioch.

The 2021/2022 Campaign – “The Face of Opportunity”

The new campaign will not only reflect marketing efforts internal to Antioch but will focus on the marketing of individuals finding opportunity in Antioch. The campaign will focus on real people that make Antioch a city of opportunity. The marketing team will seek out individuals that have stories worth telling.

Evvia Brands will provide the following throughout the new campaign for both lifestyle (general awareness) and business attraction:

- Guidance on purchasing photo assets
- Developing targeted/industry specific creative executions
- Executions for digital display advertising
- Executions for social media advertising
- Creating assets for native advertising (advertorial stories)
- Creative assets for continued out of home (OOH) and in market advertising (billboards and vinyl banners for light poles in Antioch)
- Continued enhancement of Antioch is Opportunity website

Media Purchases

Orange22 will continue to utilize programmatic media buying. This allows media to be purchased at the best available cost. It also allows for the purchase decision to be constantly evaluated for effectiveness in audience response and will provide information on which campaign elements work most effectively with which audiences. The use of programmatic technology allows the purchase and insertion of media to target specific audiences across numerous media platforms.

Orange22 will design a media campaign with a mix of media including:

- Out of Home Digital (digital billboard plus mobile billboard)
- Local Pride Media (Newspapers, local & regional outlets, and local billboard)
- Digital Smart Targeting (Display banners, videos, retargeting, mobile, connected TV)
- LinkedIn with Account Based Marketing (targets specific companies and decision makers)
- Other Industry Targeted Media Purchases

The 2021/2022 creative and media campaign will have many similarities as the previous campaigns. The continued main objectives of the new campaign are:

- Create multi-media brand awareness for the Opportunities associated with individuals working and creating opportunity in Antioch
- Influence and support the perception that Antioch is a place worth exploring and is the best place to start and/or expand a business
- Direct traffic to the Antioch is Opportunity website to find out more about Antioch Opportunities
- Leverage an appropriate budget across multiple targets and geographies so the messaging appears to be everywhere including Antioch

The overall purchases of the media will adjust from month to month based on the best times to purchase. Optimizing purchases around times when individuals are at work versus vacationing during the holidays as well as not buying placements while most advertising is trying to sell something, are elements that will be contemplated during the campaign. Orange22 will provide staff with monthly updates on the campaign purchases.

ATTACHMENTS

- A. Resolution
- B. Examples of “Faces of Opportunity” Campaign

RESOLUTION NO. 2021/XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING THE CITY MANAGER TO ENTER INTO CONSULTANT SERVICE AGREEMENT WITH EVVIVA BRANDS, LLC FOR THE OPPORTUNITY LIVES HERE CAMPAIGN RELAUNCH ASSET DEVELOPMENT FOR \$65,000 AND FOR MEDIA PURCHASES NOT TO EXCEED \$185,000 FOR FISCAL YEAR 2021/22

WHEREAS, the City of Antioch hired Evviva Brands, LLC, to rebrand the City at the March 13, 2018 City Council meeting;

WHEREAS, the City Council accepted the “Opportunity Lives Here” branding concept at their September 11, 2018, City Council meeting;

WHEREAS, the City is considering entering into an agreement with Evviva Brands for the “Faces of Opportunity” campaign efforts for \$65,000;

WHEREAS, the main objectives of the City’s new marketing campaign are: (1) create multi-media brand awareness for the opportunities associated with individuals working and creating opportunity in Antioch, (2) influence and support the perception that Antioch is a place worth exploring and is the best place to start and/or expand a business, (3) direct traffic to the Antioch is Opportunity website to find out more about Antioch Opportunities, and (4) leverage an appropriate budget across multiple targets and geographies so the messaging appears to be everywhere including Antioch;

WHEREAS, Evviva Brands, LLC will provide both lifestyle (general awareness) and business attraction efforts for the city of Antioch throughout the 2021/2022 campaign including: guidance on purchasing photo assets, developing targeted/industry specific creative executions, executions for digital display advertising, executions for social media advertising, creating assets for native advertising (advertorial stories), creative assets for continued out of home (OOH) and in market advertising (billboards and vinyl banners for light poles in Antioch), and continued enhancement of Antioch is Opportunity website; and

WHEREAS, Orange22, Inc., will utilize programmatic media buying for the 2021/2022 campaign that would include the following mix of media: Out of Home Digital (digital bill board plus mobile billboard), Local Pride Media (Newspapers, local & regional outlets, and local billboard), Digital Smart Targeting (Display banners, videos, retargeting, mobile, connected TV), LinkedIn with Account Based Marketing (targets specific companies and decision makers), and Other Industry Targeted Media Purchases.

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

1. Authorizes the City Manager to enter into a consultant service agreement with Evviva Brands, LLC in a form approved by the City Attorney for the Opportunity Lives Here Campaign Relaunch Asset Development in amount not to exceed \$65,000; and

2. Approves the allocation of up to \$185,000 of Economic Development Department marketing funds for use on media purchases for the Opportunity Lives Here Campaign for Fiscal Year 2021/22.

* * * * *

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 14th day of December, 2021 by the following vote:

AYES:

NOES:

ABSENT:

NOES:

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

A photograph of an Antioch College campus. In the foreground, there are large, leafy trees with green and yellow foliage. In the background, a multi-story brick building with arched windows is visible. The sky is bright blue with a large, bright sun in the upper left corner, creating a lens flare effect. The entire image is overlaid with a semi-transparent orange band that contains the title and logo.

Antioch Opportunity Relaunch

ANTIOCH
CALIFORNIA

The Face of Opportunity

- This campaign focuses on the real people of Antioch: the heroes, neighbors, and business owners who make Antioch a city of opportunity.
- The campaign leans on photography by focusing on close-ups of faces, drawing the viewer into their stories—which are also the stories of Antioch.
- The faces shown below are for placement only (FPO). We will source stories and shoot actual residents as we execute the campaign.

The face of opportunity.

In Antioch, opportunity looks like Fernando Lopez.

A third-generation local, Fernando is breaking ground as the foreman at the Brackish Water Desalination Project. It's a dream job for Fernando. And it's a dream project for Antioch.

Thanks to careful planning, our City has money in reserve and we're pouring it back into our community. The desal plant, part of our plan to improve Antioch's water supply, will help us defend against drought by providing six million gallons of clean water every day.

In Antioch, opportunity looks like clean water. Like new industries.

Like Fernando.

EXAMPLE

ANTIOCH
CALIFORNIA
OPPORTUNITY LIVES HERE



The face of opportunity.

In Antioch, opportunity looks like **Jennifer Saguindel**, member of the Antioch Sports Hall of Fame. It looks like the kids in our exceptional schools who are as determined as she is.

And it looks like whatever Jennifer tackles next.

ANTIOCH
CALIFORNIA
OPPORTUNITY LIVES HERE

Posts

City of Antioch, CA Government
18 hrs

Post copy

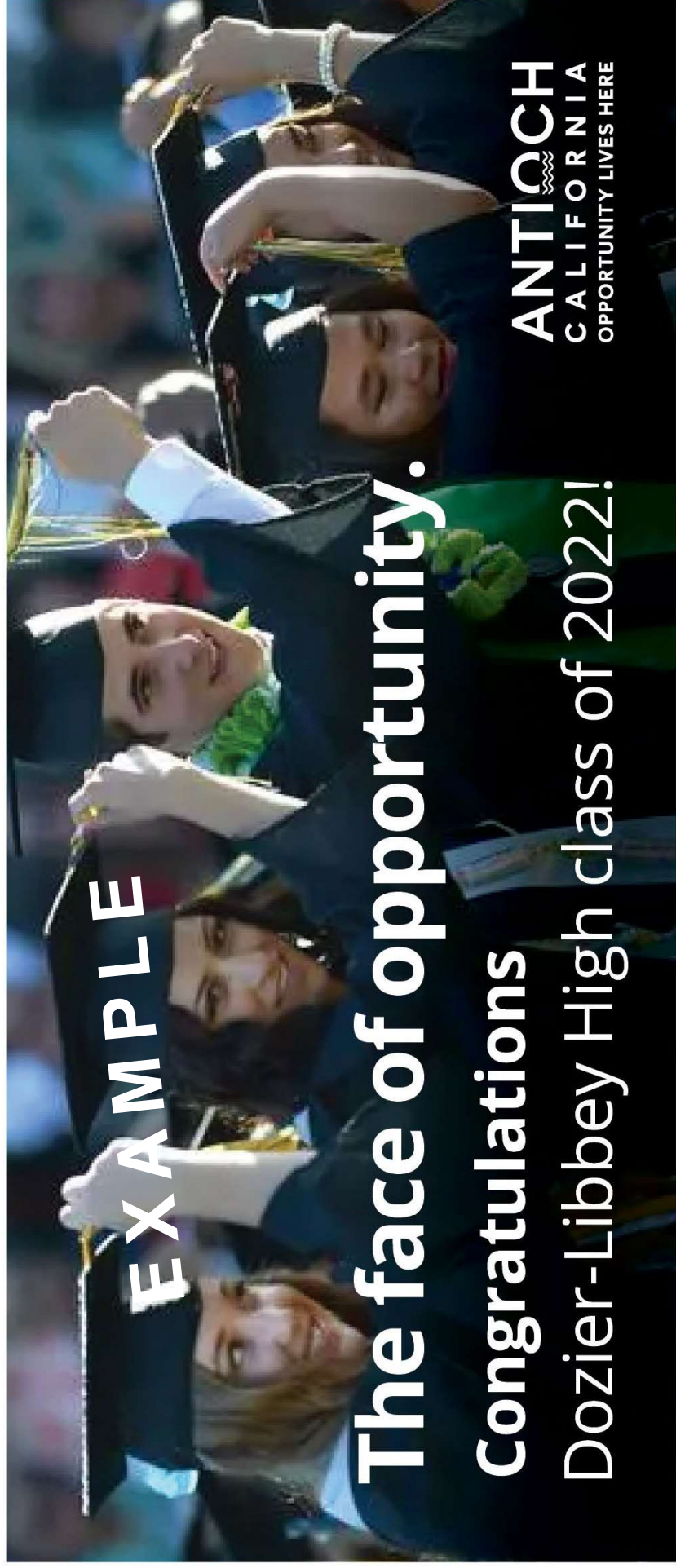
The face of opportunity.

In Antioch, opportunity looks like **Jennifer Saguindel**, member of the Antioch Sports Hall of Fame. It looks like the kids in our exceptional schools who are as determined as she is.
And it looks like whatever Jennifer tackles next.



82

Write a comment...



EXAMPLE

The face of opportunity.

Congratulations
Dozier-Libbey High class of 2022!

ANTI^QCH
CALIFORNIA
OPPORTUNITY LIVES HERE

ANTIOCH
CALIFORNIA
OPPORTUNITY LIVES HERE



The face of opportunity.

ANTIOCH
CALIFORNIA
OPPORTUNITY LIVES HERE



The face of opportunity.

ANTIOCH
CALIFORNIA
OPPORTUNITY LIVES HERE



The face of opportunity.


RIVERTOWN
DINING DISTRICT



The face of opportunity.


RIVERTOWN
DINING DISTRICT



The face of opportunity.


RIVERTOWN
DINING DISTRICT



The face of opportunity.

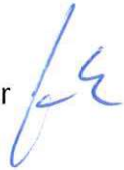


STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 14, 2021

TO: Honorable Mayor and Members of the City Council

PREPARED BY: Wilma Van Hook, Administrative Analyst III

APPROVED BY: Forrest Ebbs, Community Development Director 

SUBJECT: AB 1600 Development Impact Fee Report

RECOMMENDED ACTION

It is recommended that the City Council receive the FY2020/21 Annual Report of Development Impact Fees.

FISCAL IMPACT

This report does not require any expenditure and, as such, will have no fiscal impact on the City of Antioch.

DISCUSSION

Development Impact Fees

Assembly Bill (AB) 1600 (Cortese, 1987) was approved by the California Assembly in 1987 and was incorporated into California Government Code Section 66000-66008. These statutes are collectively known as the "Mitigation Fee Act" and impose specific requirements on cities that chose to collect development impact fees. GC 66006 requires that all cities that collect development impact fees publish an annual report on the development impact fees collected, the beginning balances, the ending balances, a description of the individual fees, and other general information. This report must be made available to the public within 180 days of the end of the fiscal year during which the fees were collected.

In March 2014, the City Council adopted a development impact fee schedule that is charged to new development in the City of Antioch to offset the related costs of new facilities and infrastructure. Specifically, four development impact fees were adopted:

M

Agenda Item #

General Administration, Public Works, Police, and Parks and Recreation. These fees are specifically restricted to the construction of new facilities and cannot be used for salaries.

The City of Antioch Development Impact Fees became effective on July 1, 2014 and have been collected since FY 14/15. A summary of these fees and their balances are provided in the attached report and summarized below.

In total, the City collected \$2,358,355.90 in Development Impact Fees in FY 20/21. The total figure is significantly greater than the FY 19/20 sum of \$1,130,299.14 due to a continued increase in development activity throughout the City of Antioch for a variety of reasons.

The City Council need not take any formal action on this report.

ATTACHMENT

- A. City of Antioch Annual Report of Development Impact Fees (AB1600 Report) Fiscal Year 2020/21

ATTACHMENT “A”

**CITY OF ANTIOCH
ANNUAL REPORT OF DEVELOPMENT IMPACT FEES
(AB 1600 REPORT)
FISCAL YEAR 2020/21**



**PREPARED BY
CITY OF ANTIOCH
COMMUNITY DEVELOPMENT DEPARTMENT**

DEVELOPMENT IMPACT FEES DESCRIPTION

General Administration

The General Administration development fee covers new development's share of the costs associated with new administrative facilities, land acquisition, general vehicles, and information technology equipment. New capital facilities will be required as the City's service population increases. The fee helps maintain adequate levels of general administration service in the City of Antioch, including adequate City Hall and Council Chamber space and associated land needs as well as adequate service vehicles and technology utilized by the general government staff. Fee revenue is used to fund expansion of civic space, acquisition of vehicles and technology, and land purchase for new public space attributed to demand for new growth.

Public Works

The Public Works development impact fee covers new development's share of the costs associated with new/expanded corporation yard, building space, a garbage ramp, and Public Works vehicles. New capital facilities will be required as service population increases. The fee helps maintain adequate levels of Public Works service in the City of Antioch, including adequate corporation yard space and facilities as well as a garbage ramp and vehicles necessary for Public Works operation. Fee revenue is used to fund the expansion of corporation yard space, facilities, garbage ramp, and vehicle.

Police Facilities and Equipment

The Police Facilities development impact fee covers new development's share of the costs associated with a range of capital facilities, including Police stations, vehicles and other equipment. New capital facilities will be required as the City's service population increases. The fee will help maintain adequate levels of Police facilities, vehicles, and other equipment necessary for adequate Police service provision in the City of Antioch. Fee revenue is used to fund expansion of existing Police station and animal service facilities and acquire new vehicles and specialized equipment attributable to demand from new development.

Parks and Recreation Facilities

The Park and Recreation impact fee is designed to cover the costs associated with new parks and recreation facilities and equipment required to serve future growth in Antioch. It covers the appropriate share of the costs of developing new parks, Community Centers and facilities, library, and associated capital equipment (the park in-lieu fee under the Quimby Act provides revenues based on parkland needs and costs). New capital facilities will be required as the City's population increases. This helps provide adequate levels of parks and recreation facilities, Community Center, and library space. Fee revenue contributes funding toward parks and recreation facilities in a number of community parks as well as an additional 20,172 square feet of community facility space and a new library.

City of Antioch
Annual Report of Development Impact Fees
Fiscal Year 2020/21

FEE SCHEDULE
CC Resolution No. 2018/115 – 9/11/18

Development Impact Fee	Single-Family per unit	Multi-Family per unit	Senior per unit	Commercial \$ per square foot
General Administration	\$460	\$292	\$230	\$.07
Public Works	\$445	\$282	\$223	\$.06
Police	\$1,190	\$755	\$596	\$.17
Parks and Recreation	\$3,261	\$2,065	\$1,631	\$.00
TOTAL	\$5,356	\$3,394	\$2,680	\$0.30

DEVELOPMENT IMPACT FEES F Y 20/21	
General Administration (3215500 46660)	\$205,626.21
Public Works (3215505 46661)	\$198,859.18
Police (3215510 46662)	\$531,886.51
Parks & Recreation (3215515 46663)	\$1,421,984.00
Total Development Impact Fees Collected	\$2,358,355.90
Interest Earned– All accounts	\$16,437.19
TOTAL REVENUES	\$2,374,793.09
General Administration (3215500 46660)	\$0.00
Public Works (3215505 46661)	\$0.00
Police (3215510 46662)	\$0.00
Parks & Recreation (3215515 46663)	\$0.00
TOTAL EXPENDITURES	\$0.00
BEGINNING BALANCE	\$2,404,625.22
TOTAL REVENUES	\$2,374,793.09
TOTAL EXPENDITURES	\$0.00
ENDING BALANCE	\$4,774,083.40

CONTRIBUTING PROJECTS						
PROJECT NAME	GEN ADMIN	POLICE	P.B. WORKS	PARAS REC	3. ADMIN	TOTAL
ALBERT SEENO	\$4,140.00	\$10,710.00	\$4,005.00	\$29,349.00	\$1,446.12	\$49,650.12
AMCAL	\$584.00	\$1,510.00	\$564.00	\$4,130.00	\$203.64	\$6,991.64
BENCHMARK COMMUNITIES	\$85,100.00	\$220,150.00	\$82,325.00	\$603,285.00	\$29,725.80	\$1,020,585.80
DAVIDON HOMES	\$52,440.00	\$135,660.00	\$50,730.00	\$371,754.00	\$18,317.52	\$628,901.52
DENOVA HOMES	\$52,900.00	\$136,850.00	\$51,175.00	\$375,015.00	\$18,478.20	\$634,418.20
HOANIAN COMPANIES	\$10,580.00	\$27,370.00	\$10,235.00	\$75,003.00	\$10,235.00	\$126,883.64
LENAR HOMES	\$5,980.00	\$15,470.00	\$5,785.00	\$42,393.00	\$2,088.84	\$71,716.84
MERITAGE HOMES	\$14,720.00	\$38,080.00	\$14,240.00	\$104,352.00	\$5,141.76	\$176,553.76
TOTAL	\$220,464.00	\$585,800.00	\$219,059.00	\$647,281.00	\$85,636.80	\$2,715,701.52


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 14, 2021

TO: Honorable Mayor and Members of the City Council

PREPARED BY: Wilma Van Hook, Administrative Analyst III

SUBMITTED BY: Forrest Ebbs, Community Development Director 

SUBJECT: Resolution Approving a Second Amendment to the Professional Services Contract with 4Leaf, Inc. to provide support to the Building Inspection Services Division of the Community Development Department and Authorizing the City Manager to enter into the Agreement

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution:

1. Approving an amended agreement with 4 Leaf, Inc., in substantially the form attached as Attachment A, to provide contract services at the Community Development Technician and Building Inspection Services Manager level for the remainder of fiscal year 2021/22 in the increased amount not to exceed \$200,000, and
2. Authorizing the City Manager to execute the Amended Agreement.

FISCAL IMPACT

The Building Inspection Services Division collects revenue through intake of every Building Permit. These funds are budgeted to offset many costs associated with the day-to-day operations of the Building Inspection Service Division. Funding for this contract will be offset by salary savings in the FY2021-22 General Fund Building Division budget.

DISCUSSION

The Building Inspection Services Division presently has two budgeted Community Development Technicians, three budgeted Building Inspectors, and one budgeted Building Inspection Services Manager. Of these six positions, three are presently vacant, including one Community Development Technician, one Building Inspector, and the Building Inspection Services Manager.

To maintain necessary building inspection services, the Community Development Department maintains a Professional Service Agreement with 4Leaf, Inc. (4Leaf) for

building inspection, technician, and plan check services. That agreement is currently used to provide two contract Building Inspectors and one contract Permit Technician.

As the City continues to recruit for its vacancies, the Building Inspection Services Division must maintain the ability to provide building inspection services. Construction activity is very high in the City of Antioch and the demand for inspection services has risen significantly in the past two years.

The proposed extension will extend the contract to the end of Fiscal Year 2021/2022 and will add \$200,000 to the contract. The use of contract staff will be reduced as the budgeted positions are filled.

ATTACHMENT

A. Resolution

RESOLUTION NO. 2021/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING
THE SECOND AMENDMENT TO PROFESSIONAL SERVICES CONTRACT WITH
4LEAF, INC. TO PROVIDE BUILDING INSPECTION AND TECHNICIAN STAFFING
FOR THE COMMUNITY DEVELOPMENT DEPARTMENT AND AUTHORIZING THE
CITY MANAGER TO ENTER INTO THE AGREEMENT**

WHEREAS, the Community Development Department has current vacancies in the Community Development Technician, Building Inspector, and Building Inspection Services Manager classifications;

WHEREAS, the Building Inspection Services Division continues to experience extremely high demands for building permits which require significant numbers of inspections;

WHEREAS, the Building Inspection and supportive technician positions are essential to the operation of the Community Development Department;

WHEREAS, 4Leaf, Inc. has been providing a contract Permit Technician to provide the services of a Community Development Technician and two Building Inspectors under an existing Professional Services Agreement that have each acquired unique and specific skills related to the operation of the City of Antioch Building Inspection Services Division; and

WHEREAS, continued contract support for the Building Inspection Services Division is now requested to sustain business operations and reduce the potential for City business interruptions.

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

1. Approves a second amendment to the agreement with 4Leaf, Inc., in substantially the form attached as Exhibit 1, to provide continued contract services at the Community Development Technician, Building Inspector, and Building Inspection Services Manager levels for the remainder of fiscal year 2021/2022 in an amount not to exceed \$200,000, and
2. Authorizes the City Manager to execute the Second Amendment to the Agreement 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 14th day of December 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular meeting of December 14th, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Trevor Schnitzius, Police Captain

APPROVED BY: Anthony Morefield, Interim Chief of Police *Anthony Morefield 3320*

SUBJECT: Approve Sole Source for Police Radio (EBRCS) Encryption

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving a sole source purchase agreement with Motorola Inc. for programming and enhanced radio encryption for portable and radio consoles to ensure compliance with California Department of Justice (Cal DOJ), Federal Bureau of Investigations (FBI), and Criminal Justice Information Systems (CJIS) requirements.
2. Authorizing the City Manager or his designee to execute the purchase agreement with Motorola Inc. not to exceed \$194,900.00.

FISCAL IMPACT

The funds for the encryption were included in the approved FY 21/22 General Fund budget.

DISCUSSION

The City of Antioch currently contracts for communication (radio) services with East Bay Regional Communications System Authority (EBRCS) as a sole source provider. Enhanced Encryption of radio traffic is required pursuant to California DOJ, FBI, and CJIS Security Policy sections 5.10.1.2, 5.10.2.1, and 5.13.1. This enhanced encryption will provide the ability to securely broadcast all CJIS (both restricted and unrestricted information) and all combinations of PII. This service agreement entails enhancing the encryption of all dispatch console radios, vehicle mounted radios, and portable radios for police and code enforcement. Motorola is the only contractor authorized to perform this service on the department's Motorola equipment.

ATTACHMENTS

- A. Resolution
- B. Motorola Quote

ATTACHMENT "A"

RESOLUTION NO. 2021/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A
SOLE SOURCE PURCHASE ORDER/CONTRACT WITH EBRCS FOR ENHANCED
ENCRYPTION SERVICES**

WHEREAS, the City of Antioch Police Department contracts for communication services with EBRCS;

WHEREAS, the City of Antioch Police Department is required pursuant to FBI, Cal DOJ, and CJIS to enhance radio encryption to remain in compliance with current requirements;

WHEREAS, the City of Antioch Police Department exclusively utilizes Motorola portable and console radios and Motorola Inc. is the only authorized service provider; and

WHEREAS, the estimated service fees of the projected budgeted amount of \$194,900 was included in the adopted 2021-22 General Fund budget.

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

1. Adopts a resolution approving the sole source purchase order/contract and authorizing the City Manager or his/her designee to execute a purchase agreement with Motorola Inc. not to exceed \$194,900 for police radio encryption services.

* * * * *

ATTACHMENT "A"

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 14th day of December, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT "B"


MOTOROLA

Motorola, Inc., in Care of Red Cloud, Inc
2850 Camino Diablo
Walnut Creek, Ca. 94597

Antioch PD
Attn: Michael Mellone


MOTOROLA SOLUTIONS CONFIDENTIAL INFORMATION

APX Portable and Mobile Encryption Upgrades

<u>Qty.</u>	<u>Model</u>	<u>Description</u>	<u>List</u>	<u>PROMO</u>	<u>Extended</u>
239	CA00182AR	AES ENCRYPTION	\$633.00	\$317.00	\$75,763.00
239	Q498AX	ASTRO 25 OTAR WITH MULTIKEY	\$851.00	\$426.00	\$101,814.00

LIST PRICE	\$354,676.00
PROMOTIONAL PRICE	\$177,577.00
Sub-total	\$177,577.00
Sales Tax - 9.75%	\$17,313.76
Total	\$194,890.76

TERMS: EBRCSA MOTOROLA AES PROMOTION

TERMS: Net 30 D Net 30 days from shipment
VALIDITY: Quote valid through 09/17/21 Unless Extension is approved by Motorola Solutions
PHONE: 925 250-0737
ADDRESS: Motorola Inc. in Care of Red Cloud, Inc.
 2850 Camino Diablo, Walnut Creek, Ca. 94597

QUOTED BY: Ke: **Dick Fasi**
 Red Cloud, Inc.
 510-428-0635 Office
 510-420-0882 Fax
 925 250-0737
dfasi@redcloudinc.com


DATE: September 14, 2021

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 14, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Brad Helfenberger, Parks and Recreation Director 

SUBJECT: Amendments to Memoranda of Agreement with Contra Costa Health Services for Mutual Aid Response to COVID-19 Pandemic – Use of City Antioch Facilities

RECOMMENDED ACTION

It is recommended the City Council adopt the resolution approving amendments to the Memoranda of Agreement between the City of Antioch and Contra Costa Health Services for mutual aid and assistance in response to the COVID-19 pandemic.

FISCAL IMPACT

Per the City's current Master Fee Schedule, use of the Nick Rodriguez Community Center is \$22,000 per month and the Antioch Community Center Parking Lot is \$2,650 per month. Given the public purpose of COVID-19 testing and vaccinations, facilities use is provided at no cost as part of the City Antioch's mutual aid response.

DISCUSSION

At the regular meeting of January 12, 2021, the City Council adopted a resolution ratifying action taken by the City Manager to enter into Memoranda of Agreements with Contra Costa Health Services as part of a mutual aid response to the COVID-19 Pandemic. The Resolution approved agreements for a period extending to July 31, 2021. The Nick Rodriguez Community Center located at 213 F Street has been utilized as a vaccine site and the Antioch Community Center parking lot located at 4703 Lone Tree Way has been utilized as a testing site. Contra Costa County Health Services contacted staff to continue to utilize City of Antioch properties as part of their ongoing emergency response in Eastern Contra Costa County to address pressing public health needs associated with the COVID-19 pandemic.

At the Regular Meeting of September 14, 2021, the City Council adopted a resolution ratifying amendments to continue use of facilities through December 31st, 2021 and authorizing the City Manager to extend the agreements through April 30, 2022. Contra Costa Health Services is now requesting to continue use of the facilities through June 30, 2022.

ATTACHMENTS

A. Resolution

B. Memoranda of Agreement for Antioch Community Center dated February 4, 2021.

C. Memoranda of Agreement for Nick Rodriguez Center dated February 4, 2021.

D. Amendment to Memoranda of Agreement for Antioch Community Center dated July 1, 2021

E. Amendment to Memoranda of Agreement for Nick Rodriguez Community Center dated July 1, 2021

F. Amendment to Memoranda of Agreement for Antioch Community Center dated September 7, 2021

G. Amendment to Memoranda of Agreement for Nick Rodriguez Community Center dated September 7, 2021

H. Amendment to Memoranda of Agreement for Antioch Community Center dated November 19, 2021

I. Amendment to Memoranda of Agreement for Nick Rodriguez Community Center dated November 19, 2021

RESOLUTION NO. 2021/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING
AMENDMENTS TO MEMORANDA OF AGREEMENT BETWEEN CONTRA COSTA
COUNTY AND THE CITY OF ANTIOCH FOR MUTUAL AID ASSISTANCE IN
RESPONSE TO THE COVID-19 PANDEMIC BY LOCATING COVID-19 TESTING
AND VACCINATIONS AT THE ANTIOCH COMMUNITY CENTER AND THE NICK
RODRIGUEZ COMMUNITY CENTER**

WHEREAS, a novel coronavirus that causes a respiratory illness referred to as coronavirus disease 2019 ("COVID-19") has resulted in a pandemic;

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency to exist in California as a result of COVID-19;

WHEREAS, on March 10, 2020, the County Board of Supervisors declared the existence of a local emergency throughout Contra Costa County caused by the introduction of COVID-19;

WHEREAS, on March 24, 2020, the Antioch City Council adopted Resolution No. 2020-38 proclaiming a local emergency to exist in the City of Antioch due to the COVID-19 Pandemic;

WHEREAS, on January 12, 2021, the Antioch City Council adopted Resolution No. 2021-03 Ratifying action taken by the City Manager to enter into a Memoranda of Agreement between the City of Antioch and Contra Costa Health Services as part of a mutual aid response to the COVID-19 Pandemic,

WHEREAS, on September 14, 2021 the Antioch City Council adopted Resolution No. 2021-150 Ratifying Action Taken by the City Manager and Approving to Enter into Amendments of Memoranda of Agreement between the City of Antioch and Contra Costa Health Services as part of a mutual aid response to the COVID-19 Pandemic,

WHEREAS, Contra Costa County Health Services seeks to continue to utilize City of Antioch properties as part of their ongoing emergency response in Eastern Contra Costa County to address pressing public health needs;

WHEREAS, the Nick Rodriguez Community Center located at 213 F Street has been utilized as a vaccine site and the Antioch Community Center parking lot located at 4703 Lone Tree Way has been identified as a testing site; and

WHEREAS, the City of Antioch shall approve use of said facilities at no cost to Contra Costa Health Services as part of the City's mutual aid response.

RESOLUTION NO. 2021/**

December 14, 2021

Page 2

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

1. Amendment to Memoranda of Agreement for Antioch Community Center dated November 19, 2021 (Attachment H); and
2. Amendment to Memoranda of Agreement for Nick Rodriguez Community Center dated November 19, 2021 (Attachment I).

* * * * *

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 14th day of December 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

28 - 949

**MEMORANDUM OF AGREEMENT
BETWEEN CONTRA COSTA COUNTY AND CITY OF ANTIOCH
FOR MUTUAL AID ASSISTANCE IN RESPONSE TO THE COVID-19 PANDEMIC**

This Memorandum of Agreement ("Agreement") is made and entered into on February 4, 2021, by and between the City of Antioch, a municipal corporation ("City") and the County of Contra Costa, a political subdivision of the State of California ("County") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, a novel coronavirus that causes a respiratory illness referred to as coronavirus disease 2019 ("COVID-19") has resulted in a pandemic; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency to exist in California as a result of COVID-19; and

WHEREAS, on March 10, 2020, the County Board of Supervisors declared the existence of a local emergency throughout Contra Costa County caused by the introduction of COVID-19; and

WHEREAS, on March 24, 2020, the City Council for the City of Antioch adopted Resolution No. 2020-38 proclaiming a local emergency to exist in the City of Antioch due to the COVID-19 Pandemic; and

WHEREAS, on March 22, 2020, President Donald J. Trump approved a Major Disaster Declaration for the State of California in connection to COVID-19 and ordered federal funding available to state, tribal and local governments for emergency protective measures, including direct federal assistance to bolster California's COVID-19 emergency response efforts; and

WHEREAS, the California Department of Public Health ("CDPH") has contracted with a Logistics Health, Inc., a subsidiary of OptumServe Health Services ("LHI"), to provide specimen collection and testing services ("COVID-19 Testing") and administer COVID-19 vaccinations ("COVID-19 Vaccinations") as part of the state's COVID-19 response effort under the Governor's emergency declaration; and

WHEREAS, CDPH has requested counties to identify collection sites for COVID-19 Testing and sites for the administration of COVID-19 Vaccinations; and

WHEREAS, County has identified the parking lot at the Antioch Community Center, located at 4703 Lone Tree Way, Antioch, California, as a suitable location for COVID-19 Testing and COVID-19 Vaccinations, and has requested City to make available the westerly portion of the parking lot (the "Premises") available for this purpose;

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the Parties agree as follows:

1. **Term.** The term of this Agreement shall commence on February 4, 2021, and continue through July 31, 2021 (the "Term"), unless terminated early in accordance with Section 18 or extended by mutual agreement of the Parties. The City Manager is delegated the authority to execute an agreement to extend the Term on behalf of City. On the last day of the Term or

sooner if the Agreement is terminated, County will surrender to City the Premises in good order, condition and repair, excepting reasonable use and wear.

2. **Use of Premises.** City shall make the Premises available for use by County, CDPH, and LHI and any other service providers with whom CDPH may contract (collectively "Contractors"), or by any of them, to provide either COVID-19 Testing or COVID-19 Vaccinations, or both, and services related thereto, including but not limited to security and sanitation, and the storage of associated equipment and supplies, through the Term of this Agreement. County, CDPH and Contractors will have access to and exclusive use of the Premises from Thursday through Monday, 5 a.m. to 9 p.m., and at other times that may be approved in advance in writing by the City Manager or his designee. At all other times through the Term of this Agreement, County, CDPH and Contractors will have access to and non-exclusive use of the Premises for the purpose of storing two portable toilets, one handwashing station, and one storage container, provided that these items are placed and stored only in the most southwesterly corner of the Premises. No other use of the Premises is allowed. County acknowledges that the easterly portion of the parking lot is used for public parking and City programs and services, which will continue during the term of this Agreement.
3. **Hazardous Materials.** No storage of flammable liquids or products shall be allowed unless approved by City. At the end of each day of use, County or Contractors shall ensure that all biohazardous materials are removed from the Premises.
4. **Janitorial Services.** County or Contractors shall be responsible for providing all janitorial, disinfecting and sanitation services at the Premises each day of operation, during the hours of operation set forth above.
5. **Security; Damage; Loss.** County or Contractors shall be responsible for providing appropriate security services during the hours of operation set forth above. City shall not be responsible for any damage to or loss of County's personal property. County shall be self-insured or carry appropriate property insurance for such loss. County shall be responsible for all damage or loss to Premises or City's personal property in the Premises, normal wear and tear excepted, to the extent such damage or loss is caused by the actions of County under this Agreement.
6. **Improvements; Signs.** County may not make any improvements or alterations to Premises or construct or install any sign without the prior written consent of City. County shall have the right to place portable signs directing the public to the Premises.
7. **Nondiscrimination.** County shall comply with all laws, including but not limited to, federal and state nondiscrimination laws, related to employment and provision of services.
8. **Compliance with Public Health Orders.** County shall comply with all State and County public health orders, including all applicable social distancing and face covering requirements related to the COVID-19 pandemic.
9. **No Dedication.** Nothing in this Agreement shall be deemed a gift or dedication of any portion of the Premises to or for the general public. Use of the Premises shall not entitle anyone to any relocation benefits pursuant to federal, state or local law and County waives any such claim against City.
10. **Payment.** Given the public purpose of COVID-19 Testing and COVID-19 Vaccinations, City has agreed to the use of the Premises by County, CDPH and Contractors at no cost, through the Term of this Agreement. City calculates the deferred value of the use of the

Premises to be \$2,650 per month, consistent with the Premises rental fees as provided for in the City's current Master Fee Schedule.

11. Insurance. County shall maintain during the Term of this Agreement Insurance against claims or injuries to persons or damages to property arising from or in connection with County's operation and use of the Premises. The cost of such insurance shall be borne by the County. County shall maintain insurance at least as broad as the coverage described as follows:

a. Commercial General Liability Insurance Services Office (ISO) Form CG 00 01 covering commercial general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the occurrence limit.

b. The General Liability policy is to contain, or be endorsed to contain, the following provision:

The City of Antioch, its officers, officials, agents, employees and volunteers are to be covered as additional insureds by endorsement with respect to liability arising out of work or operations performed by or on behalf of County including materials, parts or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement of County's insurance at least as broad as ISO Form CG 20 10. ISO Form CG 20 11 01 96 is appropriate. Self-insurance and pool insurance is acceptable to satisfy the insurance requirement in this section. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, agents, employees or volunteers.

County's insurance coverage shall be primary insurance with regard to City, its officers, officials, agents, employees and volunteers. Any insurance maintained by City, its officers, officials, agents, employees and volunteers shall be in excess of County's insurance and shall not contribute to it.

12. Indemnification. Each Party shall defend, indemnify, and hold the other Party, its officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its officials, officers, employees, agents, or volunteers.

13. Injuries. To the extent that County or City personnel provide services under this Agreement, such services will be considered to be disaster service activities under Government Code section 3100, and subject to applicable workers' compensation requirements.

14. Disclaimer of Condition of Premises. City makes no warranty or representation of any kind or nature regarding the Premises or the fitness of the Premises for the use intended by

County. County and its employees and contractors waive any claims against City regarding the Premises.

15. **Compliance with Laws.** The Parties will comply with all applicable local, state, and federal laws and regulations with respect to the terms and conditions of this Agreement.

16. **Amendments.** This Agreement may be amended by mutual consent of the Parties. Any amendment will be in writing, signed by both Parties.

17. **Waivers.** The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law.

18. **Termination.** Each Party may terminate this Agreement upon 30 days written notice to the other Party.

19. **Notices.** Any notices relating to this Agreement will be given in writing and will be deemed sufficiently given and served for all purposes when delivered personally, by email, by facsimile or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

For City:

City of Antioch
P.O. Box 5007
Antioch, CA 94531
Phone No.: (925) 779-6863
Attn: Ron Bernal, City Manager
Email: rbernal@antiochca.gov

For County:

Contra Costa County Administrator's Office
1025 Escobar St., 4th Floor
Martinez, CA 94553
Phone No.: (925) 655-2043
Attn: Timothy Ewell, Chief Assistant County Administrator
Email: Doc.Logistics@cchealth.org

Either Party may change its address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

20. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and will supersede all prior offers, negotiations, and agreements with respect to the subject matter of this Agreement.

21. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original, but such counterparts together will constitute one and the same instrument. A copy of this Agreement will be as effective as an original.

22. **Severability.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the Parties as though the unenforceable provision was not contained in this Agreement. However, if the invalid, illegal or unenforceable provision materially affects this Agreement, the Agreement may be terminated by either Party pursuant to Section 10 of this Agreement.

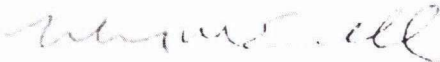
23. **Costs; Reimbursement.** Each Party will be responsible for its own mutual aid assistance costs and other costs arising from this Agreement, and for seeking any reimbursement from the State of California, Federal Emergency Management Agency or any

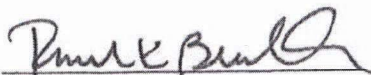
other source of funding. County shall not be responsible for making claims for funding or reimbursement on behalf of City.

24. Disputes. In the event of a dispute between the Parties as to the language of this Agreement or its construction or meaning of any term, this Agreement shall be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this Agreement.

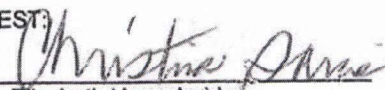
COUNTY OF CONTRA COSTA

CITY OF ANTIOCH

By: 
Timothy Ewell
Chief Assistant County Administrator

By: 
Rowland E. Bernal, Jr.
City Manager

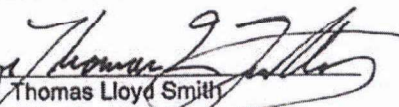
ATTEST:

By: 
Elizabeth Householder
City Clerk

Approved as to Form:

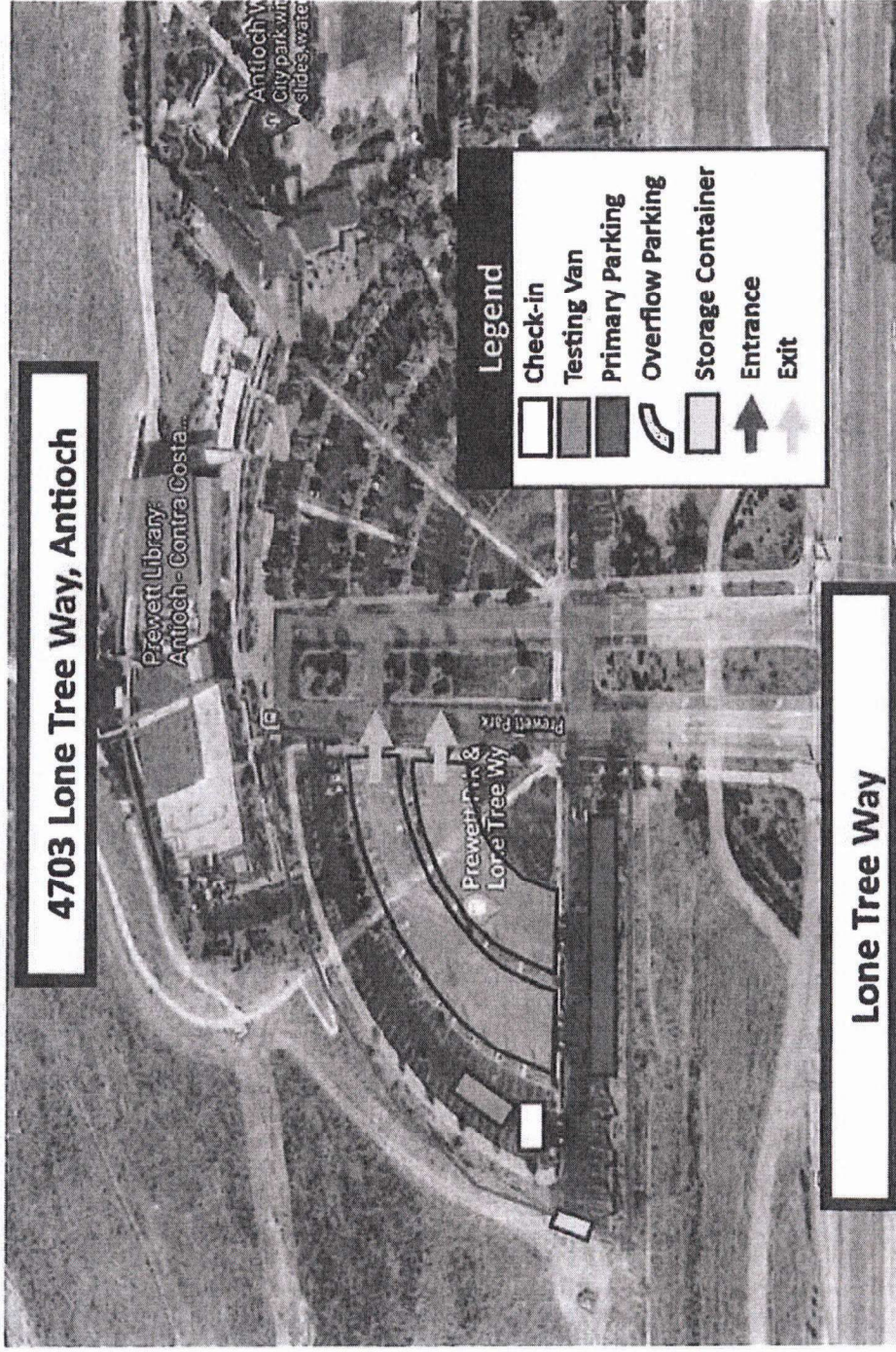
Approved as to Form:

By: 
Deputy County Counsel

By: 
Thomas Lloyd Smith
City Attorney

H:\Emergency\MOA\AntiochCommCenter.2.5.21.docx

Prewett Community Center Parking Lot – Not to Scale



28 - 944

**MEMORANDUM OF AGREEMENT
BETWEEN CONTRA COSTA COUNTY AND CITY OF ANTIOCH
FOR MUTUAL AID ASSISTANCE IN RESPONSE TO THE COVID-19 PANDEMIC**

This Memorandum of Agreement ("Agreement") is made and entered into on January 5, 2021 (the "Effective Date"), by and between the City of Antioch, a municipal corporation ("City") and the County of Contra Costa, a political subdivision of the State of California ("County") (each a "Party" and collectively, the "Parties"),

RECITALS

WHEREAS, a novel coronavirus that causes a respiratory illness referred to as coronavirus disease 2019 ("COVID-19") has resulted in a pandemic; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency to exist in California as a result of COVID-19; and

WHEREAS, on March 10, 2020, the County Board of Supervisors declared the existence of a local emergency throughout Contra Costa County caused by the Introduction of COVID-19; and

WHEREAS, on March 24, 2020, the City Council for the City of Antioch adopted Resolution No. 2020-38 proclaiming a local emergency to exist in the City of Antioch due to the COVID-19 Pandemic; and

WHEREAS, on March 22, 2020, President Donald J. Trump approved a Major Disaster Declaration for the State of California in connection to COVID-19 and ordered federal funding available to state, tribal and local governments for emergency protective measures, including direct federal assistance to bolster California's COVID-19 emergency response efforts; and

WHEREAS, Contra Costa County has identified the Nick Rodriguez Community Center at 213 F Street in Antioch, California (the "Premises"), as a suitable location for COVID-19 testing and requested the City to make the Premises available for this purpose as either a county, or state facilitated testing site;

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the Parties agree as follows:

1. **Term.** The term of this Agreement shall commence on January 5, 2021, and continue through July 31, 2021 (the "Term"), unless terminated early in accordance with Section 10 or extended by mutual agreement of the Parties with the City Manager delegated the authority to extend the Agreement. On the last day of the Term or sooner if the Agreement is terminated, County will surrender to City the Premises in good order, condition and repair, excepting reasonable use and wear.
2. **Use of Premises.** City shall make available the Premises, particularly described in Exhibit A attached hereto (the "Testing Site"), for the exclusive use by County to provide COVID-19 testing, COVID-19 vaccinations or services related thereto at the Testing Site, including but not limited to supplies, staff, security and sanitation services, through the Term of this Agreement.

Premises shall be used for COVID-19 testing and COVID-19 vaccinations from Monday through Friday, 7:00 a.m. to 7:00 p.m. with the option to open on the weekend after a written request by a County representative and approval from the City of Antioch. No other use of Premises is allowed.
3. **Hazardous Materials.** No storage of flammable liquids or products shall be allowed unless approved by City. At the end of each day of use, County shall ensure that all biohazardous materials are removed from the Premises.
4. **Janitorial Services.** County shall be responsible for providing all janitorial, disinfecting and sanitation services at the Premises, including but not limited to portable sanitation stations outside

of the Premises. Janitorial, disinfecting and sanitation services shall be provided every day after use.

5. **Parking.** There are no dedicated parking spaces for the Premises. County acknowledges that the Nick Rodriguez Community Center parking lot is a public parking space, which will continue during the term of this Agreement.
6. **Security; Damage; Loss.** County shall be responsible for providing appropriate security services during testing and after-hours. County will be provided keys and alarm codes to enter and exit the Premises. County shall ensure that the Premises are secured after use by locking and setting the alarm. City shall not be responsible for any damage to or loss of County's personal property and County shall carry appropriate property insurance for such loss. County shall be responsible for all damage or loss to Premises or City's personal property in Premises, normal wear and tear excepted.
7. **Improvements; Signs.** County may not make any improvements or alterations to Premises or construct or install any sign without the prior written consent of the City. At this time, City is not approving any antenna to be affixed to the Premises but will consider a non-permanent approach. If County desires to provide a more detailed proposal, City retains complete discretion whether to approve or not. County shall have the right to place portable signs directing the public to the Premises.
8. **Nondiscrimination.** County shall comply with all laws, including but not limited to, federal and state nondiscrimination laws related to employment and provision of services.
9. **Compliance with Public Health Orders.** County shall comply with all State and County public health orders, including all applicable social distancing and face covering requirements related to the COVID-19 pandemic.
10. **No Dedication.** Nothing In this Agreement shall be deemed a gift or dedication of any portion of the Premises to or for the general public. Use of Premises shall not entitle anyone to any relocation benefits pursuant to federal, state or local law and County and Contractors waive any such claim against City.
11. **Payment.** Given the public purpose of COVID-19 Testing and vaccinations, City has agreed to the use of the Testing Site by Contra Costa Health Services and Its Contractors at no cost through the Term of this agreement. City calculates the deferred value of the use of the Testing Site to be \$22,000 per month, consistent with the Premises rental fees as provided for in the City's current Master Fee Schedule.
12. **Insurance.** County shall maintain during the term of this AGREEMENT insurance against claims or injuries to persons or damages to property arising from or in connection with County's operation and use of the premises. The cost of such insurance shall be borne by the County. County shall maintain insurance at least as broad as follows:
 - a. **Commercial General Liability Insurance** Services Office Form CG 00 01 covering commercial general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the occurrence limit.
 - b. The General Liability policy is to contain, or be endorsed to contain, the following provisions:

The City of Antioch, its officers, officials, agents, employees and volunteers are to be covered as additional insureds by endorsement with respect to liability arising out of work or operations performed by or on behalf of County including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement of the County's insurance at least as broad as ISO Form CG 20 10. ISO Form CG 20 11 01 96 is appropriate. The coverage shall contain no special limitations on the scope of protection afforded to the City of Antioch, its officers, officials, agents, employees or volunteers.

The County's insurance coverage shall be primary insurance with regard to the City of Antioch, its officers, officials, agents, employees and volunteers. Any insurance maintained by the City of Antioch, its officers, officials, agents, employees and volunteers shall be in excess of County's insurance and shall not contribute to it.

13. **Indemnification.** The County shall defend, indemnify, and hold the City, its officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the County, its officials, officers, employees, agents, or volunteers.
14. **Injuries.** To the extent that County or City personnel provide services under this Agreement, such services will be considered to be disaster service activities under Government Code section 3100, and subject to applicable workers' compensation requirements.
15. **Disclaimer of Condition of Premises.** City makes no warranty or representation of any kind or nature regarding the Premises or the fitness of the Premises for the use intended by County. County and its employees and contractors waive any claims against the City regarding the Premises.
16. **Compliance with Laws.** The parties will comply with all applicable local, state, and federal laws and regulations with respect to the terms and conditions of this Agreement.
17. **Amendments.** This Agreement may be amended by mutual consent of the Parties. Any amendment will be in writing, signed by both Parties.
18. **Waivers.** The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law.
19. **Termination.** Each Party may terminate this Agreement upon 30 days written notice to the other Party.
20. **Notices.** Any notices relating to this agreement will be given in writing and will be deemed sufficiently given and served for all purposes when delivered personally, by email, by facsimile or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

For City:

City of Antioch
PO Box 5007
Antioch, CA 94531
Phone No.: (925)779-6863
Attn: Ron Bernal, City Manager
Email: rbernal@antiochca.gov

For County:
Contra Costa Health Services
1220 Morello Avenue, Suite 200
Martinez, CA 94553
Phone No.: (925) 608-5459
Attn: Anna Roth, Health Director
Email: Doc.Logistics@cchealth.org

Either party may change its address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

21. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and will supersede all prior offers, negotiations, and agreements with respect to the subject matter of this Agreement.
22. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original, but such counterparts together will constitute one and the same instrument. A copy of this Agreement will be as effective as an original.
23. **Severability.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the Parties as though the unenforceable provision was not contained in this Agreement. However, if the invalid, illegal or unenforceable provision materially affects this Agreement, the Agreement may be terminated by either Party pursuant to Section 10 of this Agreement.
24. **Costs; Reimbursement.** Each Party will be responsible for its own mutual aid assistance costs and other costs arising from this Agreement, and for seeking any reimbursement from the State of California, Federal Emergency Management Agency or any other source of funding. County shall not be responsible for making claims for funding or reimbursement on behalf of the City.
25. **Disputes.** In the event of a dispute between the parties as to the language of this Agreement or its construction or meaning of any term, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any part to this Agreement.

COUNTY OF CONTRA COSTA

DocuSigned by:
By: Anna Roth
433A2E458AD7436...

Anna Roth, Director
Contra Costa Health Services

DocuSigned by:
By: Enid Mendoza
463480A309C94E4...

Enid Mendoza

Senior Deputy County Administrator

CITY OF ANTIOCH

DocuSigned by:
By: Ron Bernal
DA48BC18CA7649A...

Ron Bernal, City Manager

ATTEST:
DocuSigned by:
By: Elizabeth Householder
1A15FEBD210A41A...

Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

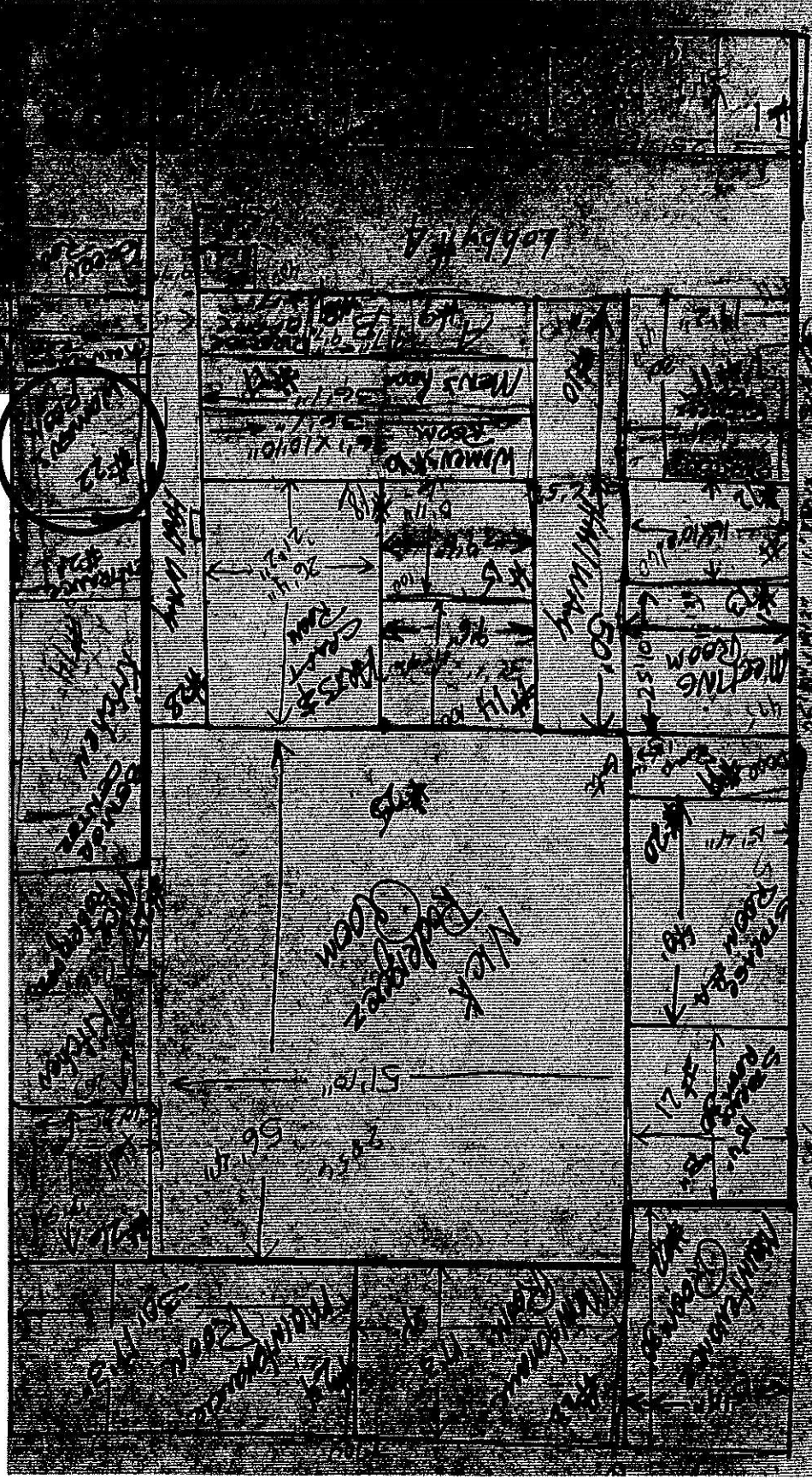
DocuSigned by:
By: Abigail L. Dye (Deputy County Counsel)
9DE39DCA475942F...
Abigail L. Dye (Deputy County Counsel)
_____, County Counsel

DocuSigned by:
By: Thomas Lloyd Smith
8D3775315C484EC...
Thomas Lloyd Smith, City Attorney

DS
JS

DS
mw

Nick Rodriguez Community Center – Not to Scale



General Outline of Community Center space

Multi-Use room, Classrooms, NRCC Kitchen

Additional restrooms available

ANTIOCH
CALIFORNIA
OPPORTUNITY LIVES HERE

**AMENDMENT TO
MEMORANDUM OF AGREEMENT
BETWEEN CONTRA COSTA COUNTY AND CITY OF ANTIOCH
FOR MUTUAL AID ASSISTANCE IN RESPONSE TO THE COVID-19 PANDEMIC**

This Amendment ("Amendment") to the Memorandum of Agreement Between Contra Costa County and City of Antioch for Mutual Aid Assistance in Response to the COVID-19 Pandemic is entered into July 1, 2021, between the City of Antioch, a municipal corporation ("City") and the County of Contra Costa, a political subdivision of the State of California ("County") (each a "Party" and collectively, the "Parties").

RECITALS

- A. On February 4, 2021, the Parties entered into the Memorandum of Agreement Between Contra Costa County and City of Antioch for Mutual Aid Assistance in Response to the COVID-19 Pandemic (MOU), authorizing COVID-19-related services to occur at the Antioch Community Center. The term of the MOU extended through July 1, 2021.
- B. The Parties wish to extend the term of the MOU through August 31, 2021.

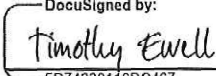
AGREEMENT

1. Section 1 of the MOU is amended to read as follows:

Term. The term of this Agreement shall commence on February 4, 2021, and continue through August 31, 2021 (the "Term"), unless terminated early in accordance with Section 10 or extended by mutual agreement of the Parties with the City Manager delegated the authority to extend the Agreement. On the last day of the Term or sooner if the Agreement is terminated, County will surrender to City the Premises in good order, condition and repair, excepting reasonable use and wear.

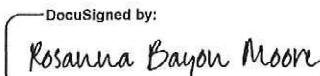
2. In all other respects, the terms of the MOU are ratified and confirmed.

COUNTY OF CONTRA COSTA

By: 
 DocuSigned by:
5D74238116DC467...

Timothy Ewell
Chief Assistant County Administrator

CITY OF ANTIOCH

By: 
 DocuSigned by:
01ABCB229049495...

Rowland E. Bernal, Jr.
City Manager

ATTEST:

By: DocuSigned by:
Christina Garcia for
BB47D7C7E7F2401
Elizabeth Householder
City Clerk

Approved as to Form:

By: DocuSigned by:
Thomas Lloyd Smith
8D3775315C484EC
Thomas Lloyd Smith
City Attorney

**AMENDMENT TO
MEMORANDUM OF AGREEMENT
BETWEEN CONTRA COSTA COUNTY AND CITY OF ANTIOCH
FOR MUTUAL AID ASSISTANCE IN RESPONSE TO THE COVID-19 PANDEMIC**

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RECITALS

- A. On January 5, 2021, the Parties entered into the Memorandum of Agreement Between Contra Costa County and City of Antioch for Mutual Aid Assistance in Response to the COVID-19 Pandemic (MOU), authorizing COVID-19-related services to occur at the Nick Rodriguez Community Center. The term of the MOU extended through July 1, 2021.
- B. The Parties wish to extend the term of the MOU through August 31, 2021, and modify the hours of operation for COVID-related services.

AGREEMENT

- 1. Section 1 of the MOU is amended to read as follows:

Term. The term of this Agreement shall commence on January 5, 2021, and continue through August 31, 2021 (the "Term"), unless terminated early in accordance with Section 10 or extended by mutual agreement of the Parties with the City Manager delegated the authority to extend the Agreement. On the last day of the Term or sooner if the Agreement is terminated, County will surrender to City the Premises in good order, condition and repair, excepting reasonable use and wear.

- 2. The second paragraph of Section 2 is amended to read:

Premises shall be used for COVID-19 services from Tuesday through Saturday, 7:00 a.m. to 7:00 p.m. with the option to change the days after a written request by a County representative and approval from the City of Antioch. No other use of Premises is allowed.

- 3. In all other respects, the terms of the MOU are ratified and confirmed.

COUNTY OF CONTRA COSTA

DocuSigned by:
By: Timothy Ewell
5D74238116DC467...

Timothy Ewell
Chief Assistant County Administrator

CITY OF ANTIOCH

DocuSigned by:
By: Rosanna Bayon Moore
01ABC6229049495...

Rowland E. Bernal, Jr.
City Manager

ATTEST:

DocuSigned by:
By: Christina Garcia for
BB42D2CFE7F2401...
Elizabeth Householder
City Clerk

Approved as to Form:

DocuSigned by:
By: Thomas Lloyd Smith
8D3775345C484EC...
Thomas Lloyd Smith
City Attorney

**AMENDMENT TO
MEMORANDUM OF AGREEMENT
BETWEEN CONTRA COSTA COUNTY AND CITY OF ANTIOCH
FOR MUTUAL AID ASSISTANCE IN RESPONSE TO THE COVID-19 PANDEMIC**

This Amendment ("Amendment") to the Memorandum of Agreement Between Contra Costa County and City of Antioch for Mutual Aid Assistance in Response to the COVID-19 Pandemic is entered into September 7, 2021, and effective as of August 31, 2021, between the City of Antioch, a municipal corporation ("City") and the County of Contra Costa, a political subdivision of the State of California ("County") (each a "Party" and collectively, the "Parties").

RECITALS

- A. On February 4, 2021, the Parties entered into the Memorandum of Agreement Between Contra Costa County and City of Antioch for Mutual Aid Assistance in Response to the COVID-19 Pandemic (MOU), authorizing COVID-19-related services to occur at the Antioch Community Center parking lot. The term of the MOU extended through July 31, 2021.
- B. On July 1, 2021, the Parties entered into an agreement to extend the term of the MOU through August 31, 2021.
- C. The Parties now wish to extend the term of the MOU through December 31, 2021, change the portion of the parking lot to be made available for the provision of COVID-19-services, and modify the hours of operation.

AGREEMENT

- 1. The term "Premises" as used in the MOU and in this Agreement means the southwestern portion of the Antioch Community Center parking lot, depicted as the area outlined in red on Exhibit A attached hereto.
- 2. Section 1 of the MOU is amended to read as follows:

Term. The term of this Agreement shall commence on February 4, 2021, and continue through December 31, 2021 (the "Term"), unless terminated early in accordance with Section 18 or extended by mutual agreement of the Parties with the City Manager delegated the authority to extend the Agreement. On the last day of the Term or sooner if the Agreement is terminated, County will surrender to City the Premises in good order, condition and repair, excepting reasonable use and wear.

- 3. Section 2 is amended to read as follows:

Use of Premises. City shall make the Premises available for use by County, CDPH, and LHI and any other service providers with whom CDPH may contract (collectively "Contractors"), or by any of them, to provide either COVID-19

Testing or COVID-19 Vaccinations, or both, and services related thereto, including but not limited to security and sanitation, and the storage of associated equipment and supplies, through the Term of this Agreement. County, CDPH and Contractors will have access to and exclusive use of the Premises daily from Sunday through Saturday, 5 a.m. to 9 p.m., and at other times that may be approved in advance in writing by the City Manager or his designee. At all other times that may be approved in advance in writing by the City Manager or his designee. At all other times through the Term of this Agreement, County, CDPH and Contractors will have access to and non-exclusive use of the Premises for the purpose of storing two portable toilets, one handwashing station, and one storage container, provided that these items are placed and stored only in the most southwesterly corner of the Premises. County, CDPH and Contractors, along with members of the public that come to the Premises for COVID-19 Testing or COVID-19 Vaccinations, may exit through the westerly portion of the parking lot. No other use of the Premises is allowed. County acknowledges that the easterly portion of the parking lot is used for public parking and City programs and services, which continue during the term of this Agreement.

4. In all other respects, the terms of the MOU, as amended, are ratified and confirmed.

COUNTY OF CONTRA COSTA

DocuSigned by:

 By: 463480A309C94E4...
~~Timothy Ewel~~ Enid Mendoza
 Chief Assistant County
 Administrator

DocuSigned by:

433A2E458AD7436...

Anna Roth

Health Director

DS DS
 

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CITY OF ANTIOCH

DocuSigned by:

 By: DA48BC18CA7649A...
 Rowland E. Bernal, Jr.
 City Manager

ATTEST:

DocuSigned by:

 By: BB42D2CFE7F2401...
 Elizabeth Householder
 City Clerk

Approved as to Form:

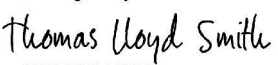
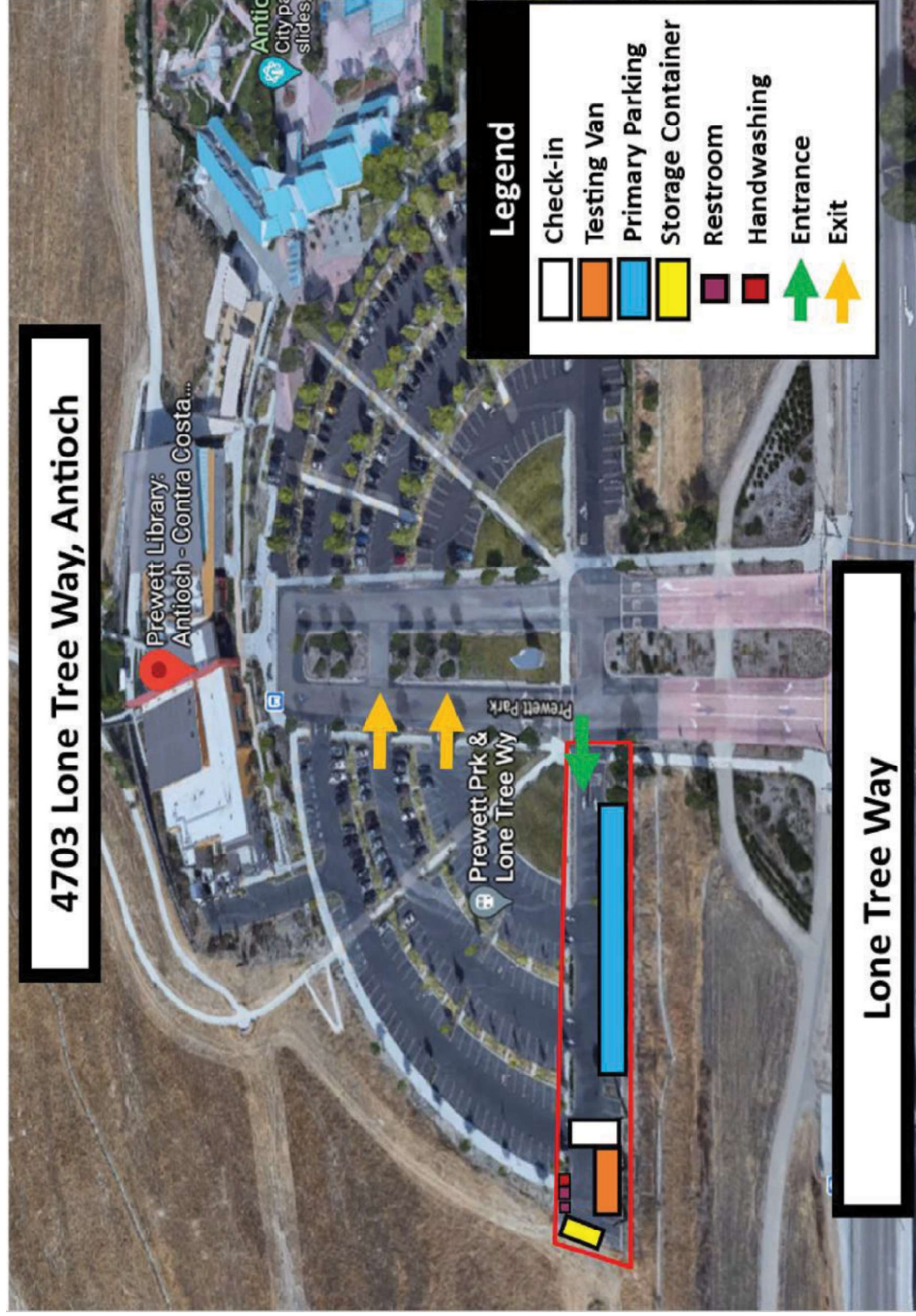
DocuSigned by:

 By: 8D3775315C484EC...
 Thomas Lloyd Smith
 City Attorney

Exhibit A



**AMENDMENT TO
MEMORANDUM OF AGREEMENT
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FOR MUTUAL AID ASSISTANCE IN RESPONSE TO THE COVID-19 PANDEMIC**

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RECITALS

- A. On January 5, 2021, the Parties entered into the Memorandum of Agreement Between Contra Costa County and City of Antioch for Mutual Aid Assistance in Response to the COVID-19 Pandemic (MOU), authorizing COVID-19-related services to occur at the Nick Rodriguez Community Center (the "Premises"). The term of the MOU extended through July 31, 2021.
- B. On July 1, 2021, the Parties entered into an agreement to extend the term of the MOU through August 31, 2021.
- C. The Parties now wish to extend the term of the MOU through December 31, 2021, and change the portion of the Premises to be made available for operation of COVID-19-related services.

AGREEMENT

- 1. Section 1 of the MOU is amended to read as follows:

Term. The term of this Agreement shall commence on January 5, 2021, and continue through December 31, 2021 (the "Term"), unless terminated early in accordance with Section 19 or extended by mutual agreement of the Parties with the City Manager delegated the authority to extend the Agreement on behalf of City. On the last day of the Term or sooner if the Agreement is terminated, County will surrender to City the Premises in good order, condition and repair, excepting reasonable use and wear.

- 2. Section 2 of the MOU is amended to read as follows:

Use of Premises. City shall make available a portion of the Premises, shown as the area with the dashed outline on Exhibit A attached hereto ("Testing Site"), for the exclusive use by County to provide COVID-19 testing, COVID-19 vaccinations or services related thereto at the Testing Site, including but not limited to supplies, staff, security and sanitation services, through the Term of this Agreement.

The Testing Site shall be used for COVID-19 testing and COVID-19 vaccinations from Tuesday through Saturday, 7:00 a.m. to 7:00 p.m. with the option to open on the weekend after a written request by a County representative and approval from the City of Antioch. No other use of the Premises is allowed.

CITY OF ANTIOCH

DocuSigned by:
By: Rowland E. Bernal, Jr.
DA48BC18CA7649A...
Rowland E. Bernal, Jr.
City Manager

ATTEST:

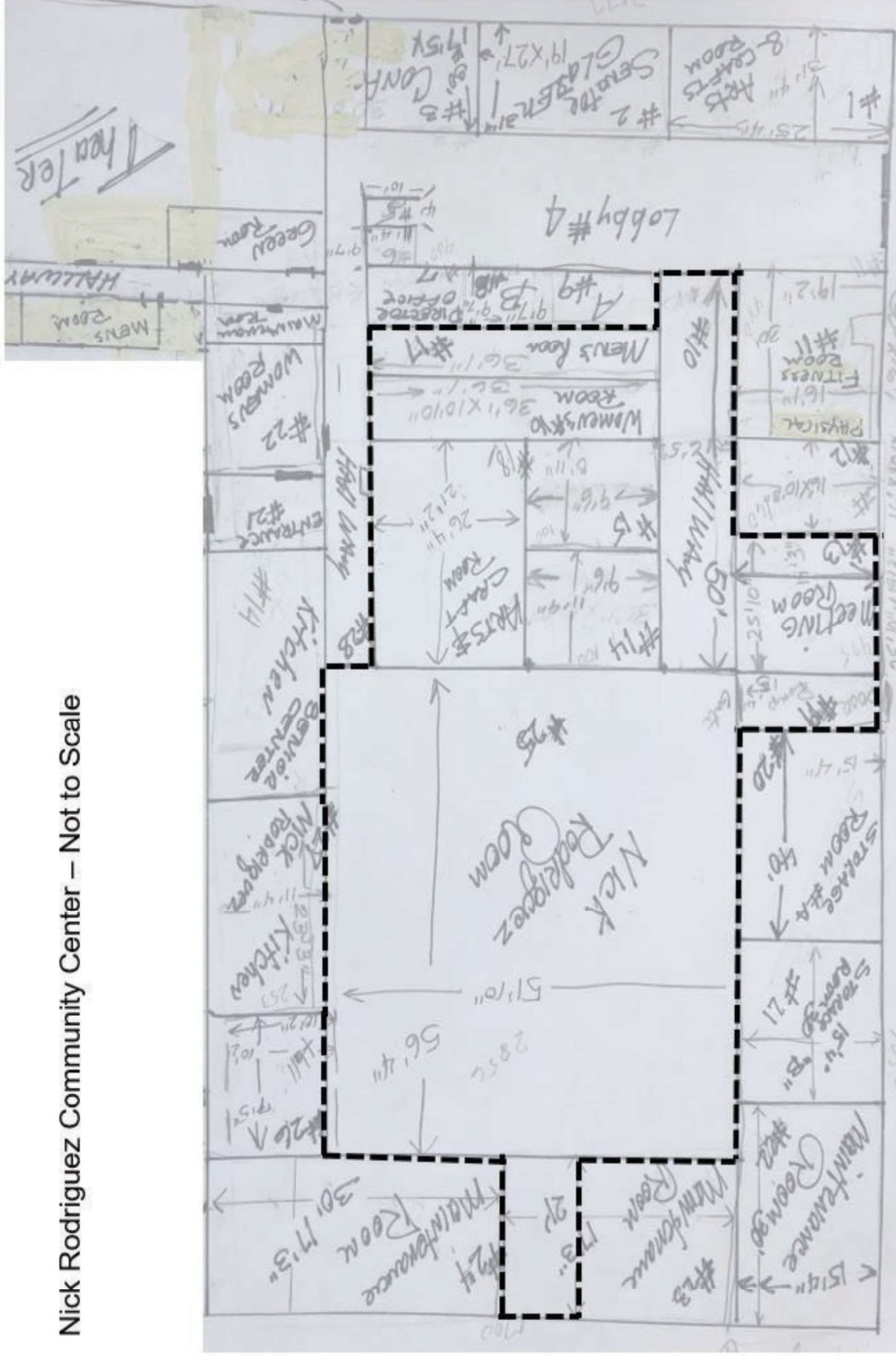
DocuSigned by:
By: Christina Garcia for
BB42D2CFE7F2401...
Elizabeth Householder
City Clerk

DocuSigned by:
By: Thomas Lloyd Smith
8D3775315C484EC...
Thomas Lloyd Smith
City Attorney

2

Exhibit A

Nick Rodriguez Community Center – Not to Scale



--- General Outline of Community Center space
Multi-Use room, Classrooms, NRCC Kitchen

**AMENDMENT TO
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- A. On February 4, 2021, the Parties entered into the Memorandum of Agreement Between Contra Costa County and City of Antioch for Mutual Aid Assistance in Response to the COVID-19 Pandemic (MOU), authorizing COVID-19-related services to occur at the Antioch Community Center parking lot. The term of the MOU extended through July 31, 2021.
- B. On July 1, 2021, the Parties entered into an agreement to extend the term of the MOU through August 31, 2021.
- C. On August 31, 2021, the Parties entered into an agreement to extend the term of the MOU through December 31, 2021.
- D. The Parties now wish to extend the term of the MOU through June 30, 2022.

AGREEMENT

- 1. Section 1 of the MOU is amended to read as follows:

Term. The term of this Agreement shall commence on February 4, 2021, and continue through June 30, 2022 (the "Term"), unless terminated early in accordance with Section 18 or extended by mutual agreement of the Parties with the City Manager delegated the authority to extend the Agreement. On the last day of the Term or sooner if the Agreement is terminated, County will surrender to City the Premises in good order, condition and repair, excepting reasonable use and wear.

- 2. In all other respects, the terms of the MOU, as amended, are ratified and confirmed.

COUNTY OF CONTRA COSTA

By: _____
Enid Mendoza
Chief Assistant County
Administrator

CITY OF ANTIOCH

By: _____
Rowland E. Bernal, Jr.
City Manager

ATTEST:

By: _____
Elizabeth Householder
City Clerk

Approved as to Form:

By: _____
Thomas Lloyd Smith
City Attorney

**AMENDMENT TO
MEMORANDUM OF AGREEMENT
BETWEEN CONTRA COSTA COUNTY AND CITY OF ANTIOCH
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- A. On January 5, 2021, the Parties entered into the Memorandum of Agreement Between Contra Costa County and City of Antioch for Mutual Aid Assistance in Response to the COVID-19 Pandemic (MOU), authorizing COVID-19-related services to occur at the Nick Rodriguez Community Center (the "Premises"). The term of the MOU extended through July 31, 2021.
- B. On July 1, 2021, the Parties entered into an agreement to extend the term of the MOU through August 31, 2021.
- C. On August 31, 2021, the Parties entered into an agreement to extend the term of the MOU through December 31, 2021.
- D. The Parties now wish to extend the term of the MOU through June 30, 2022.

AGREEMENT

- 1. Section 1 of the MOU is amended to read as follows:

Term. The term of this Agreement shall commence on January 5, 2021, and continue through June 30, 2022 (the "Term"), unless terminated early in accordance with Section 19 or extended by mutual agreement of the Parties with the City Manager delegated the authority to extend the Agreement on behalf of City. On the last day of the Term or sooner if the Agreement is terminated, County will surrender to City the Premises in good order, condition and repair, excepting reasonable use and wear.

- 2. In all other respects, the terms of the MOU, as amended, are ratified and confirmed.

COUNTY OF CONTRA COSTA

By: _____
Enid Mendoza
Chief Assistant County
Administrator

CITY OF ANTIOCH

By: _____
Rowland E. Bernal, Jr.
City Manager

ATTEST:

By: _____
Elizabeth Householder
City Clerk

Approved as to Form:

By: _____
Thomas Lloyd Smith
City Attorney

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 14, 2021

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Sixth Amendment to the Consultant Services Agreement with Municipal Financial Services for Various Water and Sewer Rate Fee Services (P.W. 362-9)

RECOMMENDED ACTION

It is recommended that Council adopt a resolution to:

1. Approve the sixth amendment to the Consultant Services Agreement with Municipal Financial Services for the Various Water and Sewer Rate Fee Services, which increases the contract by \$50,000 for a total contract amount of \$199,490 and extends the term of the agreement to December 31, 2023; and
2. Authorize the City Manager to execute the sixth amendment to the Consultant Services Agreement with Municipal Financial Services.

FISCAL IMPACT

The Capital Improvement Budget includes \$366,866 from the Water Enterprise Fund for water studies and planning.

DISCUSSION

On January 29, 2014, the City Council approved an agreement with Municipal Financial Services ("MFS") to conduct a water and sewer rate and capacity charge study. The rate plans resulting from this effort were instituted in 2015. These plans recommended rates, fees and charges over a five-year period designed to provide adequate funding for the Water and Sewer Funds to develop and maintain the City's utility infrastructure. This plan included water and sewer rates through FY 2019/2020.

Staff recommends amending the Consultant Service Agreement with MFS to include various services related to development or evaluation of water and sewer fees. This work would include evaluating the current cost allocation methods; development of customer use characteristics; preparation of a financial plan to determine the revenue requirements necessary to support the City's operating and capital expenditures, as well as current and future debt service; development of rate alternatives; conducting workshops; preparation of reports and presentations and attending City meetings.

ATTACHMENTS

- A: Resolution
- B: Amendment No. 6 to the Agreement with Municipal Financial Services
- C: Original Agreement with Municipal Financial Services

ATTACHMENT "A"

RESOLUTION NO. 2021/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE SIXTH AMENDMENT TO THE CONSULTANT SERVICES
AGREEMENT WITH MUNICIPAL FINANCIAL SERVICES FOR VARIOUS WATER
AND SEWER RATE FEE SERVICES AND AUTHORIZING THE CITY MANAGER TO
EXECUTE THE AMENDMENT TO THE AGREEMENT**

WHEREAS, on January 29, 2014, Municipal Financial Services ("MFS") entered into a Consultant Services Agreement in the amount of \$66,690 to provide "as needed" professional services for our water and sewer rate fee study;

WHEREAS, on July 1, 2015, the City extended the term of the agreement with MFS to December 31, 2016;

WHEREAS, on June 27, 2017, the City increased the compensation with MFS in the amount of \$47,600 for a total contract amount of \$114,290 and extended the term of the agreement to December 31, 2018;

WHEREAS, on February 8, 2019, the City extended the term of the agreement with MFS to December 31, 2019;

WHEREAS, on March 26, 2019, the City increased the compensation with MFS in the amount of \$35,200 for a total contract amount of \$149,490;

WHEREAS, on January 26, 2021, the City extended the term of the agreement to December 31, 2021;

WHEREAS, the City has considered authorizing the City Manager to execute the sixth amendment to the Consultant Services Agreement with MFS to provide additional "as-needed" services that include the development or evaluation of water and sewer fees. This work would include evaluating the current cost allocation methods; development of customer use characteristics; preparation of a financial plan to determine the revenue requirements necessary to support the City's operating and capital expenditures, as well as current and future debt service; development of rate alternatives; conducting workshops; preparation of reports and presentations and attending City meetings, and increase the contract in the amount of \$50,000 for a total contract amount of \$199,490; and

WHEREAS, the City has considered authorizing extending the term of the Consultant Services Agreement with MFS to December 31, 2023.

RESOLUTION NO. 2021/**

December 14, 2021

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

1. Approves the sixth amendment to the Consultant Services Agreement with Municipal Financial Services to increase the contract by \$50,000 for a total contract amount of \$199,490 and to extend the term of the Agreement to December 31, 2023.
2. Authorizes the City Manager to execute the sixth amendment to the Consultant Services Agreement with Municipal Financial Services 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 14th day of December 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

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ATTACHMENT "B"

**AMENDMENT NO. 6 TO AGREEMENT FOR
THE WATER AND SEWER RATE FEE STUDY
P.W. 362-9**

THIS SIXTH AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES is entered into this 14th day of December 2021, by and between the CITY OF ANTIOCH, a municipal corporation ("CITY") and MUNICIPAL FINANCIAL SERVICES, their address is 2960 Valley Basin Avenue, Henderson, NV 89052 ("Consultant").

R E C I T A L S

WHEREAS, on January 29, 2014, CITY and MUNICIPAL FINANCIAL SERVICES entered into an Agreement for Professional Consultant Services on an "As Needed" Basis ("Agreement") in the amount of \$66,690;

WHEREAS, the City has amended the original contract agreement to extend the term of the contract to December 31, 2016;

WHEREAS, on June 27, 2017, City increased the compensation for Municipal Financial Services in the amount of \$47,600 bringing the total compensation to an amount not to exceed \$114,290 and amended the original contract agreement to extend the term of the contract to December 31, 2018;

WHEREAS, on February 8, 2019 the City amended the original contract agreement to extend the term of the contract to December 31, 2019;

WHEREAS, on March 26, 2019, City increased the compensation for Municipal Financial Services in the amount of \$35,200 bringing the total compensation to an amount not to exceed \$149,490; and

WHEREAS, on January 26, 2021, City amended the original contract agreement to extend the term of the contract to December 31, 2021.

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, Amendment No. 5 and Exhibit A to Amendment No. 6 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, 2023**, 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, Amendment No. 5 and Exhibit A to Amendment No. 6 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 **\$199,490**, 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:

MUNICIPAL FINANCIAL SERVICES

By: _____
Rowland E. Bernal, Jr., City Manager

By: _____
Tom Pavletic, Owner

ATTEST:

Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

Thomas Lloyd Smith, City Attorney

EXHIBIT "A"
MUNICIPAL FINANCIAL SERVICES
2960 Valley Basin Avenue, Henderson, Nevada 89052-3814

December 6, 2021

Mr. John Samuelson
Public Works Director/City Engineer | Public Works
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

Subject: Proposal to Perform Rate Studies, Capacity Charge Studies and Special Projects

Dear Mr. Samuelson:

In response to your request for a proposal, Municipal Financial Services (MFS) is pleased to submit this proposal to perform Rate Studies, Capacity Charge Studies and Special Projects. The proposed scope of work and hourly rate are described below.

Scope of Work

MFS will work at the direction of City management to perform studies or projects that would include, but not be limited to, the following:

- Water rate studies
- Water capacity charges studies
- Sewer rate studies
- Sewer capacity charges studies
- Evaluation of Contra Costa Water District rates and charges
- Evaluation of State Revolving Fund loan cash flow
- Evaluation of data needed for the Water Audit Validation

The scope of work includes meetings to discuss study or project concepts and objectives; data collection; preparation of reports, technical memorandums, and presentations; attendance at meetings, hearings and workshops; and project management; and preparation of detailed invoices.

Each study or project would commence only upon receipt of written notice to proceed from the Public Works Director/City Engineer.

Hourly Rate and Invoices

The hourly rate for all work is \$170.00 per hour. The hourly rate includes all expenses – travel, services and supplies, etc. There will be no other reimbursable costs. Invoices will be submitted not more often than once a month and include: 1) serial identification of progress bills; the beginning and ending dates of the billing period; and a task summary containing the original contract amount, the amount of prior billings, the total due the current period, the balance available under the agreement, and the percentage of completion.

If you have any questions, please call me at (510) 439-6264 (cell phone).

Very truly yours,

Municipal Financial Services



Tommy Pavletic

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ATTACHMENT "C"

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND MUNICIPAL FINANCIAL SERVICES FOR THE WATER AND SEWER RATE FEE STUDY P.W. 362-7

THIS AGREEMENT for consulting services is made by and between the City of Antioch ("City") and Municipal Financial Services ("Consultant") as of January 29, 2014.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A 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 Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on July 1, 2015 and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. 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.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agree to pay Consultant a sum not to exceed Sixty-six thousand six hundred ninety dollars (\$66,690.00), notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder,

including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services.
- The Consultant's signature.

2.2 Payment Schedule.

2.2.1 City shall make incremental payments, based on invoices received, according to the payment schedule attached as Exhibit A, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.

2.2.2 City shall pay the last 5% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.3 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.4 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule: Exhibit A.

- 2.5 **Reimbursable Expenses.** Reimbursable expenses are specified below. Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.6 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.7 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

- 4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and their officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and their officers, employees, agents, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City or their officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and their officers, officials, employees and volunteers,

and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

- d. Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- f. The policy must contain a cross liability or severability of interest clause.

4.3 Professional Liability Insurance. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance and with original endorsements effecting coverage. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

4.4.3 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.4 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City and their officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.5 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES

5.1. CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the CITY) and hold harmless CITY, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of or resulting from the performance of this Agreement by CONSULTANT, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of CITY.

5.2. In the event that Consultant or any employee, agent, sub-consultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, sub-consultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

5.3. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

5.4. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an

agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

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In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 **Extension.** City may, in their sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1 Immediately terminate the Agreement;
- 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or
- 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.2 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.3 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

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- 10.4 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.5 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any official of City in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.7 **Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any attachment or Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.
- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by Scott Buenting ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Consultant shall be sent to:

Municipal Financial Services
Attn: Tom Pavletic
871 Coronado Center Drive
Henderson, NV 89502

Any written notice to City shall be sent to:

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

10.11 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and all other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

CITY:

CITY OF ANTIOCH



Steve Duran, City Manager

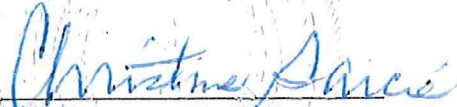
CONSULTANT:

MUNICIPAL FINANCIAL SERVICES



Tom Pavletic, Owner

Attest:



for Arne Simonsen, City Clerk

Approved as to Form:



Lynn Tracy Nerland, City Attorney

871 Coronado Center Drive, #200
Henderson, NV 89052
T (510) 439-6264

EXHIBIT "A"

Municipal
Financial
Services

January 15, 2014

Mr. Tim Coley
City of Antioch
Capital Improvement Division
200 H Street
Antioch, CA 94531

Subject: Scope of Work, Budget and Schedule for the Water and Sewer Rates and Fees Study

Dear Mr. Coley:

Municipal Financial Services (MFS) is pleased to submit a scope of work, budget and time schedule to prepare the Water and Sewer Rates and Fees Study.

The attached document describes the tasks that comprise our scope of work and has a list of deliverables. It includes an estimate of the number of hours to complete each task, hourly rates applicable for the duration of the project, and a time schedule for completion of each task.

Thank you for the opportunity to conduct this work. If you have any questions, please call me at (510) 439-6264 (cell phone).

Very truly yours,

MUNICIPAL FINANCIAL SERVICES



Tom Pavletic

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Section 1

Scope of Work and Deliverables

The scope of work is divided into 1.1 subtasks. Deliverables are itemized.

1.1 Rates and Connection Fees

1.1.1 Task 1 – Data Collection and Identification of Rate Scenarios and Structures

We will conduct a detailed review of the existing rates and fees and develop a general familiarity with the City's finances and billing system. We will prepare a detailed request for information for items such as billing system use data, water production data, financial data and copies of contracts and agreements).

As part of the data collection process, we will meet with key personnel in the City to gain a solid understanding of the physical system, current operations and maintenance practices for each utility. We will also meet with key personnel in the Administrative Department to discuss financial goals and policy objectives, current budgets and existing debt obligations.

Based on our review of the data we will prepare a list of key policy and technical issues that should be discussed with the City prior to the development of rates and fees. Policy issues include items such as the development of inclining block tier rates, raw water rates, and rates for customers outside the City. Technical issues include what assumptions to use regarding projected water use impacts due to conservation, different water source of supply costs, and the structure of a rate stabilization fund.

We will review the Master Fee Schedule with the City to identify fees to be evaluated as part of this study. We will discuss with the City which rate scenarios and rate structures to include in the draft and final reports.

1.1.2 Task 2 – Cost Classification and Customer Usage Profile

We will obtain billing system data from the City for water use and the number and type of active accounts from July 2011 through June 2013 (24 months). We will work with the City to ensure that the data base provided by the City has the required fields of account detail (customer class, meter size, meter type, water use zone, sewer units, etc.) that enable evaluation and development of rates and fees.

We will sort and summarize the data to enable the discussion and evaluation of alternative rate structure scenarios. *The customer usage data base will be constructed in a manner that will enable us to test each rate structure scenario and calculate the impact on individual customer bills.*

We will present findings of customer usage data review and discuss key issues in a meeting dedicated to the topic. The key issues may include:

- Should there be different tiered rate structures for residential versus commercial customers?
- What tier break points should be used to maintain a cost basis and promote conservation?
- How much revenue should be collected using quantity charges versus meter charges?
- What costs are allocable to the production and distribution of raw water?
- What assumptions are to be used to project water use impacts due to conservation?
- What documents support the projection of growth rates to be used in the rate model?
- How many and what type of rate scenarios should be included in the final report?

As part of this task we will calculate revenue from water and sewer rates for Fiscal Year 2011 – 2012 and Fiscal Year 2012 – 2013. The projections will be developed by multiplying the rates that were in

effect during those time periods times the units of use as shown in the City's billing system data. We will compare the calculated revenue from water and sewer rates for Fiscal Year 2011 – 2012 and Fiscal Year 2012 – 2013 to revenues shown in the City's accounting system.

1.1.3 Task 3 – Financing Strategy and Revenue Requirements

We will develop revenue requirement projections using a six-year planning horizon – a “base year” (Fiscal Year 2014 – 2015) and the next five fiscal years. We will develop projections of revenue requirements for the various scenarios discussed in Task 1. The revenue requirement projection scenarios will consider annual changes in operating and maintenance expenditures, annual capital expenditures and water production and sales.

For each scenario we will develop a financing strategy. The financing strategy for each scenario will include projections of the mix of source of funds for capital expenditures – loans, grants, connection fees and rates (pay-as-you-go). The projected debt service coverage ratio will be included as part of the evaluation of each financing strategy (see Task 5).

1.1.4 Task 4 – Cost Allocations, Rates and Rate Structures

We will develop unit costs for rates that may be used to develop different rates and rate structures.

All annual revenue requirements to be recovered from rates will be allocated to functional cost categories in accordance with the American Water Works Association (AWWA) Manual of Water Supply Practices M1 Manual, *Principles of Water Rates, Fees and Charges, 6th Edition* (water rates) or *Revenue Program Guidelines* included in State of California State Revolving Loan Fund requirements (wastewater rates). We will use either the commodity/demand or the base/extra capacity methods for allocation costs for water rates.

The revenue required from rates will be net of non-rate revenues (for example interest earned on fund balances and loan disbursements) and other revenues not required from rates (such as revenue from the provision of backflow prevention program services). The allocation of costs are structured so that the revenue required from rates is distributed proportionally for each service function in a manner that allows the development of unit costs that are applicable to all customers. The rate structure will use the unit costs as a basis for aggregating costs into rates that are applicable to the various customer classes.

We will develop an emergency rate structure to address drought conditions or other interruptions in water supply.

Water rate structures to be developed in this study may include the following:

- Quantity charges for all accounts (including different tiers as necessary)
- Quantity charges for hydrant (construction) meters
- Drought condition water rates
- Meter charges for potable water use accounts
- Meter charges for raw water use accounts
- Backflow Prevention Device Testing Fees
- Pass through of charges for wholesale water, sewage treatment, or wastewater treatment as defined in Government Code §53756(c)

Sewer rate structures to be developed in this study may include the following:

- Update of the current structure (flat charge for laterals and flat charge for service)
- Flat charge and/or variable charges for service

Our approach to the development of rates will adhere to all the rate-making objectives but will emphasize objectives that ensure revenue sufficiency and stability (barring water shortages when rationing is required).

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1.1.5 Task 5 – Cash Flow and Debt Coverage Projections

We will develop cash flow and debt coverage projections for each revenue and financing scenario prepared as part of Task 3. Each scenario will use the water and wastewater rate structure selected as part of Task 4.

1.1.6 Task 6 – Connection Fees

We will evaluate the current connection fees (capacity charges), recommend alternative calculation methods (if necessary) and update the fees.¹ We will update the connection fees in a manner that meets the nexus requirements characteristic of these fees. We will review the ordinance and resolutions related to adoption of the current capacity charges and discuss with the City in detail the method by which current connection fees are implemented. Implementation usually entails the assignment of peak use characteristics to applications for new service and the calculation of charges for that peak use based on unit costs of capacity. We will ensure that changes, if any, to the connection fees structure (as opposed to changes to the fee level) can be implemented by the City. The capacity charges developed will be in conformance with the requirements of Sections 66012-66014 of the State Government Code.

1.1.7 Task 7 – City Municipal Code and Ordinance Revisions

We will review current ordinances and sections of the Antioch Municipal Code (AMC) applicable to water and sewer rates and connections fees. Sections of the AMC to be reviewed include the following:

- Title 3: Finance, Chapter 1.1: Sewer Capacity Acquisition Fee
- Title 6: Sanitation and Health Chapter 4: Sewer System
- Title 6: Sanitation And Health Chapter 5: Water System
- Title 6: Sanitation And Health Chapter 6-10: Drought Management Regulations and Water Conservation

We will work with City staff and City legal counsel to recommend changes to the AMC that will enable implementation of the recommended rates and connection fees.

1.1.8 Task 8 – Efficiency Metrics

We will evaluate utility staffing and personnel levels using four efficiency metrics as an indicator of how cost-effective operations are in compared to other community systems. The efficiency metrics are:

- Operating expenses per full time equivalent employee (FTEE)
- Operating expenses per service connection
- Operating expenses per gallon of water delivered or wastewater flow to the collection system
- Operating expenses per mile of water transmission and distribution mains or collection lines

The City's water and sewer system costs efficiency metrics will be compared with those for other municipalities in Northern California with similar populations and water and sewer system configurations.

¹The terms "connection/buy-in fees" and "capacity charge" are not synonymous. Section 66013 of the State of California Government Code defines a connection fee as a fee for the physical facilities necessary to make a water connection or a sewer connection, including, but not limited to, meters, meter boxes, and pipelines from the structure or project to a water distribution line or sewer main, and that does not exceed the estimated reasonable cost of labor and materials for installation of those facilities. A capacity charge is defined as a charge to pay for public agencies' facilities in existence at the time the charge is imposed or to pay for new facilities that will be constructed in the future that are of benefit to the person or property being charged (new development or increases to existing service capacity).

1.1.9 Task 9 – Draft and Final Reports

We will prepare a draft report that presents study findings and recommendations for staff review and submit the document electronically. The draft report will include a comparison of current rates and connection fees to surrounding public agency water purveyors. We will provide eight bound copies and an electronic copy of the draft report. We will incorporate comments into the final version of the report.

We will prepare a final report that presents study findings and recommendations for staff review and submit the document electronically. We will provide eight bound copies and an electronic copy of the final report.

1.1.10 Task 10 – Proposition 218 Notice and Public Information

We will work with City staff and the City's legal counsel to prepare a Proposition 218 notification of rate increases and a "FAQ" document (if necessary). MFS work will consist only of technical advice and the development of technical text, tables and figures to be included in the notice and FAQ documents. The level of effort on this task will be limited by the amount hours assigned to this task.

1.1.11 Task 11 – Presentations / Meetings

We will attend up to five meetings with staff and three public meetings / workshops. We will prepare and deliver presentations at each meeting as appropriate and necessary. Presentations will be provided to staff in advance of each meeting for review and comment. The level of effort on this task will be limited by the amount hours assigned to this task.

1.2 Project Deliverables

MFS will provide the following deliverables during the course of the study and at its conclusion:

- Eight on-site meetings
- Schedule of water and wastewater rates to be adopted by Proposition 218 procedures
- Schedule of water and wastewater connection fees to be adopted by ordinance hearing procedures
- Excel-based model with tables and figures used in reports and presentations
- Surveys of rates, customer bills and connection fees of other utilities / cities
- Hard and electronic copies of Draft and Final Reports
- Electronic copies of PowerPoint Presentations
- Monthly invoices showing project status in terms of hours and costs

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Section 2

Budget and Work Schedules

2.1 Budget

The estimated hours and cost for the scope of work are shown below in Table 2-1. The total cost is a "not to exceed" cost for all work identified in the scope of work. Only hours actually used will be charged. Hours and costs are fungible between tasks, except for tasks 10 and 11 which are limited to the amounts for those individual tasks. Labor hours not used will not be invoiced. All costs for travel, shipping, phone, copying etc. are included in the hourly rates. Marv Winer is a subconsultant to Municipal Financial Services.

Table 2-1. Budget

Task	Pavletic	Winer	Total Hours	Hourly Rate	Cost
Task 1 - Data Collection and Rate Scenarios	12	8	20	\$130	\$2,600
Task 2 - Cost Classification / Customer Usage	32	8	40	\$130	\$5,200
Task 3 - Financing Strategy / Revenues	32	16	48	\$130	\$6,240
Task 4 - Cost Allocation, Rates and Rate Structures	80	50	130	\$130	\$16,900
Task 5 - Cash Flow / Debt Coverage	16	8	24	\$130	\$3,120
Task 6 - Connection Fees	60	14	74	\$130	\$9,620
Task 7 - City Municipal Code / Ordinance Revisions	16	4	20	\$130	\$2,600
Task 8 - Efficiency Metrics	8	2	10	\$130	\$1,300
Task 9 - Draft and Final Reports	60	8	68	\$130	\$8,840
Task 10 - Prop 218 Notice / Public Outreach	12	4	16	\$130	\$2,080
Task 11 - Presentations/Meetings (eight)	48	15	63	\$130	\$8,190
Total Costs and Hours	376	137	513		\$66,690

We would submit an invoice for work performed no more than once a month. Invoices will include a list of all tasks, a total amount due, the amounts previously billed, budget remaining and the net amount due on the invoice.

The hourly rate for this project will be \$130 per hour. This hourly rate is applicable for all hours billed by Municipal Financial Services, including subconsultants, for the duration of the project even if the project extends beyond the anticipated completion date.

2.2 Work Schedule

We are available immediately to begin work upon completion of a signed contract or receipt of a written notice to proceed. The work schedule shown in Table 2-2 is based upon a notice to proceed in January 2014.

Table 2-2. Work Schedule

Month/Year >	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15
Task	Cumulative Number of Days																	
	31	59	90	120	151	181	212	243	273	304	334	365	396	424	455	485	516	546
Task 1 - Data Collection and Rate Scenarios																		
Task 2 - Cost Classification / Customer Usage																		
Task 3 - Financing Strategy / Revenues																		
Task 4 - Cost Allocation and Rate Structures																		
Task 5 - Cash Flow / Debt Coverage																		
Task 6 - Connection Fees																		
Task 7 - City Municipal Code / Ordinance Revisions																		
Task 8 - Efficiency Metrics																		
Task 9 - Draft and Final Reports																		
Task 10 - Prop 218 Notice / Public Outreach																		
Task 11 - Presentations/Meetings (elgt)	staff	staff		staff		staff		staff			wkshp			218 op				218 cl

Legend

staff = Meet with staff; wkshp = Council workshop to review draft report and set hearing date; 218 op = Council opens Prop 218 hearing; 218 cl = Council closes Prop 218 hearing


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CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 14, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Brad Helfenberger, Parks and Recreation Director 

APPROVED BY: Ron Bernal, City Manager

SUBJECT: Memorandum of Understanding with the Celebrate Antioch Foundation for Planning and Execution of Sesquicentennial Events in the amount of \$145,000.

RECOMMENDED ACTION

It is recommended that the City Council adopt the attached resolution:

1. Approving a Memorandum of Understanding with the Celebrate Antioch Foundation for the planning and execution of Sesquicentennial Events in the amount of \$145,000.00.
2. Authorizing the City Manager to execute the agreement.

FISCAL IMPACT

The Fiscal Year 2021-2023 General Fund Budget has allocated \$145,000 toward the cost of the 2022 Sesquicentennial Celebration with \$95,000 allocated in FY21-22 and \$50,000 allocated in FY22-23.

DISCUSSION

Founded in 1850 and incorporated in 1872, next year marks Antioch's 150th year as one of California's oldest cities. Recognizing this historic milestone, a series of sesquicentennial events are being organized that will showcase Antioch's storied past and bright future. Planning meetings began in 2019 and continued into early 2020. Although the onset of the COVID-19 pandemic slowed efforts, once the most stringent health restrictions began to subside, planning activities resumed in 2021.

A series of commemorative events are envisioned throughout the City in the first half of 2022, beginning with the anniversary of incorporation on February 6th and culminating in a large celebration on July 4th. In June of this year, the City Council approved \$100,000

in the Fiscal Year 2021-2023 budget to help fund sesquicentennial events. At the Regular Meeting of November 23rd, the City Council approved an additional \$45,000 in FY21-22.

The City and Celebrate Antioch Foundation (CAF) have a longstanding relationship with reference to special events for the public's enjoyment and City staff have been engaged in ongoing work with CAF on logistics associated with future activities. CAF has been the lead agency for the 4th of July Celebration for over a decade. This allows them to leverage relationships with past vendors, donors, and other community-based organizations to execute the events in ways that the City or other organizations are not currently equipped. The 2021 Independence Day celebration in the Rivertown District was a city and region-wide gathering. Staff and CAF considered this to be a "dry run" for the anticipated larger scale celebration next year.

At the Special Meeting of November 16th, 2021, the City Council gave staff direction to move forward with an agreement with the Celebrate Antioch Foundation in the amount of \$145,000 for the provision of Sesquicentennial Events. Other than a \$25,000 administrative fee, all funds will go to direct costs associated with the proposed Sesquicentennial Events. These costs are detailed in a budget, which is included as an attachment in the MOU and has previously been presented to Council. In addition to the funds provided, the Celebrate Antioch Foundation is also committing to raising \$56,500 to be used toward Sesquicentennial Events. The MOU stipulates that Celebrate Antioch provide a mid-cycle report to City Staff before the administrative fee payments are approved. The report will include information on planning activities, a list of events that are planned and have been carried out, and attendance data on events held.

ATTACHMENTS

- A. Resolution
- B. Memorandum of Understanding

RESOLUTION NO. 2021/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE CELEBRATE
ANTIOCH FOUNDATION FOR PLANNING AND EXECUTION OF
SESQUICENTENNIAL EVENTS IN THE AMOUNT OF \$145,000.**

WHEREAS, the City of Antioch was incorporated on February 6, 1872 and is one of California's oldest cities with a storied past and bright future;

WHEREAS, the City of Antioch desires to commemorate this historic milestone through a series of sesquicentennial events that will begin with the anniversary of incorporation on February 6, 2022 and culminate with a community-wide celebration on July 4, 2022;

WHEREAS, the City Council has approved \$95,000 in the FY21-22 budget and \$50,000 in the FY22-23 budget for the provision of sesquicentennial events and the City seeks to partner with an organization that has expertise in operating community-wide special events in the City of Antioch;

WHEREAS, the City of Antioch seeks to partner with an organization that has expertise in and is qualified to operate community-wide special events in the City of Antioch; and

WHEREAS, the Celebrate Antioch Foundation is qualified to and has been operating community-wide special events, including the annual July 4th Celebration for well over a decade.

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

1. Approve a memorandum of understanding with the Celebrate Antioch Foundation for planning and execution of sesquicentennial events in the amount of \$145,000; and
2. Authorizing the City Manager to execute the agreement in a form approved by the City Attorney.

* * * * *

RESOLUTION NO. 2021/**

December 14, 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 14th day of December, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF ANTIOCH and CELEBRATE ANTIOCH FOUNDATION
for SESQUICENTENNIAL EVENT PLANNING**

This Memorandum of Understanding ("MOU") is made by and between the City of Antioch, located at 200 H Street, Antioch CA, 94509 ("City") and Celebrate Antioch Foundation, a 501(c) nonprofit corporation organized pursuant to state statutes and located in Antioch, California ("Celebrate Antioch"). Sometimes hereinafter the City and Celebrate Antioch may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Celebrate Antioch supports the City's public purposes by organizing and operating special events;

WHEREAS, Celebrate Antioch and City desire to collaborate in connection with the planning and operation of one or more events to mark 2022 as the City's Sesquicentennial of incorporation ("Sesquicentennial Event(s)").

NOW, THEREFORE, the Parties agree as follows:

Section 1. RECITALS.

The Recitals set out above are true and correct and are incorporated herein by this reference.

Section 2. TERM.

The term of this MOU commences on the Effective Date. The effective date of this MOU shall be the last date on which all Parties have signed this Agreement. The MOU extends from the Effective Date to June 30, 2023, unless the Parties extend this MOU in writing or terminate it in accordance with this paragraph. This MOU may be terminated without cause upon 30 calendar days' prior written notice from one Party to the other. In the event of termination, each Party shall provide the other with an accounting of all funds in its possession and status of services and thereafter transfer those receipts and any and all records requested by the terminating Party.

Section 3. CITY OBLIGATIONS AND SERVICES

The City represents and acknowledges the following with regard to its obligations under this MOU:

3.1 The City shall fund the Sesquicentennial Event(s) as set forth in Section 5 below. The budget for this program and specific information about the City's contribution are set forth in **Attachment A** hereto, which is hereby incorporated by reference into this MOU.

3.2 The City shall also provide, as it deems reasonably appropriate, staff support, including by way of illustration and not by limitation, event planning, police services, and public works services .

Section 4. CELEBRATE ANTIOCH OBLIGATIONS AND SERVICES

4.1 Celebrate Antioch shall fund the Sesquicentennial Event(s) in an amount not less than \$56,500 ("Celebrate Antioch Contribution"). The budget for this program and specific information about the Celebrate Antioch's contribution are set forth in **Attachment A** hereto.

4.2 Celebrate Antioch agrees to publicly support the City and its policies, including adhering to a policy of non-discrimination against any person for participation in the programs or services contemplated by this MOU. No participant may be turned away for religious or political reasons.

4.3 Celebrate Antioch will manage operation of the Sesquicentennial Event(s) and shall comply with any and all directives issued by City that arise out of or relate to the Sesquicentennial Event(s) or this MOU.

4.4 Celebrate Antioch will coordinate all third-party volunteer and staffing efforts in connection with the Sesquicentennial Event(s) and performance of its obligations under this MOU.

4.5 Celebrate Antioch agrees that any and all money or in-kind support provided by the City will be spent exclusively for services and

materials in support of Sesquicentennial Event(s) and other City-defined needs, unless otherwise agreed to in a separate writing by both Celebrate Antioch and the City. Money or in-kind support provided by the City under this MOU may not in any circumstance be used in support of a religious or political purpose. Celebrate Antioch agrees that it will not perform or permit any religious proselytizing or political activities in connection with the performance of this MOU and the Sesquicentennial Event(s). Funds provided by the City under this MOU will be used exclusively for purposes identified under this MOU and no funds shall be used to promote any religious or political activities. For the purposes of this MOU, political activities include by way of illustration and not by limitation any activity supporting or endorsing any political candidate.

4.6 Celebrate Antioch agrees that the City administration has the final say in approving or denying any and all appropriation of services, funds, staff time, or other City resources requested by Celebrate Antioch.

4.7 Celebrate Antioch will operate as a private legal entity separate from the City, and in compliance with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments.

4.8 Celebrate Antioch will maintain status as a tax-exempt, charitable organization under state and federal income tax laws to ensure that gifts and bequests received may qualify as deductible, charitable contributions for the donor.

4.9 Celebrate Antioch will provide the City with all necessary reports and documents regarding its financial matters upon request from the City.

4.10 Celebrate Antioch shall maintain its financial books and records associated with this MOU separate and apart from other Celebrate Antioch financial records to avoid intermingling of funds provided by the City for purposes other than those identified in this MOU.

4.11 In furtherance of and as a condition of receipt of funding from the City under this MOU, Celebrate Antioch will submit to the City for review and approval all invoices, receipts, payment records and other cost backup deemed necessary by the City in its sole discretion to evidence Celebrate Antioch' proper use of funds for the purposes identified in this MOU. In the event the City finds any of Celebrate Antioch' costs or expenses to be non-reimbursable or otherwise inadequately documented (including by way of illustration and not by limitation without all cost backup to the satisfaction of the City), Celebrate Antioch will be solely liable for such costs or expenses without reimbursement from the City. In the event such funds have already been disbursed, the City will have the right to demand repayment of such funds and Celebrate Antioch shall fully and immediately comply with the City's demand without further demand, protest or notice of any kind, all of which are expressly waived by Celebrate Antioch.

4.12 Celebrate Antioch shall also provide City with a report by June 30, 2022 and another report upon the conclusion of the Sesquicentennial Event(s), both reports setting forth all fiscal expenditures and outcomes to date such as events held and attendance numbers and otherwise reasonably satisfactory to City ("Reporting"). This Reporting requirement is a condition precedent to Celebrate Antioch's right to retain the Administrative Fee set forth below, and in the event that such Reporting requirement is not satisfied, Celebrate Antioch shall promptly return the Administrative Fee to City with or without demand by City.

Section 5. CITY COMMITMENT AND PAYMENT

5.1 Strictly for the purposes identified in this MOU, the Parties have determined the City's direct monetary funding to be provided to Celebrate Antioch under this MOU will (1) not exceed \$70,000 for reimbursement of expenses incurred on or before June 30, 2022,(2) not exceed \$50,000 for reimbursement of expenses incurred after July 1, 2022, and (3) include a flat \$25,000 administrative fee as set forth below (collectively, the "Total Funding Amount"). The City will remit \$25,000 of the Total Funding Amount within thirty (30) days of execution of this MOU by both Parties ("Administrative Fee"). Thereafter and provided Celebrate

Antioch provides all cost backup as specified in Section 4.11 above to the satisfaction of the City, City will remit additional funds in twenty-five percent (25%) or less increments of the Total Funding Amount upon receipt of a request for disbursement of funds from Celebrate Antioch until the Total Funding Amount has been disbursed fully, provided further that such requests for reimbursement shall include evidence of Celebrate Antioch's prior expenditure of an equal percentage of the Celebrate Antioch Contribution. In the event of default by Celebrate Antioch of any of its obligations under this MOU, the City may take any and all actions and do any and all things which are allowed, permitted or provided by law, in equity or by statute, to enforce performance and observance of any obligation, agreement or covenant of Celebrate Antioch under this MOU or under any other document executed in connection herewith including, without limitation, requiring immediate return of the entire unobligated amount of the Total Funding Amount disbursed to Celebrate Antioch, less any un-cancelable obligations that are not affected or related to the default.

Section 6. KEEPING AND STATUS OF RECORDS; AUDITS.

Celebrate Antioch shall undergo audits as mandated by the City in its sole discretion. The City and its authorized representatives shall, at all times, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of Celebrate Antioch, whose staff will cooperate fully with authorized auditors when they conduct audits and examinations.

Section 7. INDEPENDENT CONTRACTOR

Neither the City nor Celebrate Antioch shall be considered to be a joint venturer with the other, nor shall their employees be considered employees of the other as a result of this MOU. All acts of Celebrate Antioch and its agents, officers, employees, and all others acting on behalf of it with respect to this MOU will be performed as independent contractors. Celebrate Antioch and its agents and employees will represent and conduct themselves as independent contractors and not as employees of the City. Celebrate Antioch has no authority to bind or incur any obligation on behalf of the City. Except as the City may specify in

writing, Celebrate Antioch shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent. Celebrate Antioch shall have no authority, express or implied, pursuant to this MOU to bind the City to any obligation whatsoever.

Section 8. INDEMNIFICATION AND RELEASE OF CLAIMS

8.1 To the fullest extent permitted by law, Celebrate Antioch shall defend, indemnify, and hold the City, and each of its city council members, 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 Celebrate Antioch or its officials, officers, employees, volunteers, subconsultants, consultants, or agents in connection with the performance or failure to perform under this MOU, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees, and other related costs and expenses. Celebrate Antioch' obligation to indemnify shall survive expiration or termination of this MOU, and shall not be restricted to insurance proceeds, if any, received by the City or its city council members, officials, officers, employees, agents, or volunteers.

8.2 Celebrate Antioch hereby waives and releases any and all claims it may have against the City as a result of the City's performance or failure to perform under this MOU.

Section 9. INSURANCE.

Celebrate Antioch shall provide proof of commercial general liability insurance in the minimum amount of \$2,000,000 per occurrence and \$2,000,000 aggregate limit, with policies, endorsements, and conditions required by the City. The City and its elected officials, officers, employees, agents, and authorized volunteers shall be named as Additional Insureds on such policies of commercial general liability. If Celebrate Antioch is an employer or otherwise hires one or more employees during the term of this MOU, Celebrate Antioch shall also provide proof of workers compensation coverage for such employees, which meets all

requirements of State law, with endorsements and conditions required by the City.

Section 10. NOTICES.

All notices permitted or required under this MOU shall be in writing and shall be deemed given when delivered in person or three calendar days after deposit in the United States Mail, First Class, prepaid, address as set out above.

If to City:

Brad Helfenberger, Parks and Recreation Director
200 H. Street
Antioch, CA 94509

If to Celebrate Antioch:

Celebrate Antioch Foundation
P.O. Box 121
Antioch, CA 94509

Section 11. MISCELLANEOUS

11.1 Choice of Law; Venue. This MOU shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this MOU, the action shall be brought in a state court situated in Contra Costa County, State of California. Prior to any litigation, the Parties shall meet and try to resolve the issues informally.

11.2 Non-Discrimination. No person shall, on the grounds of race, sex, creed, color, religion or national origin, be excluded from participating in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, programs, or employment supported by this MOU.

11.3 Amendments. The Parties may amend this MOU only by a writing signed by all the Parties

11.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this MOU does not constitute a waiver of any other breach of that term or any other term of this MOU.

11.5 Integration. This MOU represents the entire and integrated agreement between Celebrate Antioch and the City and supersedes all prior negotiations, representations, or MOUs, either written or oral.

11.6 Assignment. Neither Party may assign this MOU.

11.7 Contract Administration. This MOU shall be administered for the City by Brad Helfenberger and for Celebrate Antioch by Joyann Elizabeth Motts.

11.8 Counterparts. This MOU may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one contract.

11.9 Electronic Signatures. The Parties hereby agree that electronic signatures are acceptable and that electronic signatures shall have the same force and effect as original wet signatures.

11.10 Severability. If any term, covenant, or condition of this MOU is held by a court of competent jurisdiction to be invalid, the remainder of this MOU shall remain in effect.

11.11 Authority. The individuals signing below represent and warrant that they have the legal authority to bind the Party for whom they are signing.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this MOU as of the date set out below.

For City:

By: _____

Date: _____

Rowland E. Bernal, Jr.
City Manager

For Celebrate Antioch:

By: _____
Joyann Elizabeth Motts
Chief Executive Officer

Date: _____

Attest:

Elizabeth Householder, City Clerk

Approved as to Form:

Thomas Lloyd Smith, City Attorney

Attachment A: Budget Detailing Services and City Support

Attachment A

Sesquicentennial Events Proposed Budget

Expenditures			
Event Name/Expense	City Funds	CAF Funds	Partner in-kind
January Sesquicentennial Art Contest with AUSD		\$1,000	
Printing/ Outreach costs		\$5,000	
Commemorative Coins		\$2,500	
2/6/22 Incorporation Anniversary Event		\$2,500	
4/2/22 Historical Museum Sesquicentennial Kick-Off Picnic		\$2,500	
4/23/22 Keep Antioch Beautiful Day		\$1,000	
Sesquicentennial Taste of Antioch - Date TBD			Kiwanis
5/14/22 Sesquicentennial History Walk			Antioch Historical Society
5/21/22 Sesquicentennial Black Diamond Days (at Black Diamond Mines)		\$3,000	EBRPD
Sesquicentennial Rivertown Dinner and A Movie - Date TBD			El Campanil Theater
6/4/22 Free Day at the Water Park for Antioch Residents			City of Antioch
6/10/22 Sesquicentennial Golf Tournament			Lone Tree Golf Course
6/16-6/30 Sesquicentennial Dinner and Movie Series at Prewett Park		\$2,000	
6/25-6/26 Race Weekend		\$2,500	
7/2/22 Concert in the Park - Williamson Ranch Park		\$8,500	
7/3/22 Rivertown Concert at Beede Lumber Yard		\$4,000	
7/4/22 July 4th Celebration:			
Fireworks	\$37,000		
Barge for Fireworks	\$10,000		
Security		\$10,000	
Entertainment (bands, fire dancers, etc)	\$35,000		
Insurance		\$2,500	
Golf Cart Rental		\$2,000	
VIP Area		\$3,000	
Stage, Sound, lighting	\$30,000		
Kids zone/bounce houses	\$8,000		
Misc/contingencies		\$4,500	
CAF Administrative Fee	\$25,000		
Totals	\$145,000	\$56,500	\$201,500

Revenue	
City of Antioch Budgeted funds*	\$100,000
CAF Proposed fundraising	\$56,500
Unfunded	\$45,000
*\$50,000 each in FY 21/22 and 22/23	
Total	\$201,500

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 14, 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 JS

SUBJECT: Approval of two (2) 10-Wheel Dump Trucks Utilizing a Sourcewell Cooperative Purchasing Agreement with National Auto Fleet Group

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution:

1. Approving the purchase of two (2) New 2023 Peterbilt 10-wheel dump trucks for an amount not to exceed \$416,909.36 and
2. Authorizing the City Manager to execute the Sourcewell Cooperative Purchasing Agreement with National Auto Fleet Group.

FISCAL IMPACT

Funding for the purchase of the first replacement vehicle is included in the adopted fiscal year 2021/22 Water Enterprise Fund budget/Vehicle #664 Replacement Fund. Funding for the second replacement vehicle is included in the Streets General Fund Budget/Vehicle #596 Replacement Fund. The replaced vehicles will be sold at auction and revenue from the sales will be returned to the appropriate Vehicle Replacement Fund.

DISCUSSION

The City's inventory of vehicles and equipment is examined annually in conjunction with the budget process to determine which existing units meet replacement criteria and which divisions have new operational needs. Criteria includes, but is not limited to, vehicles that reach or exceed 100,000 miles, vehicles that require frequent and costly maintenance repairs and older model vehicles that lack available parts.

This recommendation replaces a 2000 Sterling Dump Truck and a 2007 International Dump Truck with 2023 Peterbilt Dump Trucks. The current dump trucks are used daily for excavation and maintenance of the City's Water infrastructure as well as paving and road maintenance. Because of the daily use of these trucks, they have significant wear and tear with increasing repairs needed from the City's vehicle maintenance shop.

Replacement

<u>Veh#</u>	<u>Year</u>	<u>Model</u>		<u>Year</u>	<u>Model</u>
664	2000	2000 STERLING 10-WHEEL DUMP TRUCK	Replacement	2023	PETERBILT 10-WHEEL 15' MARKE DUMP TRUCK
596	2007	INTERNATIONAL 10-WHEEL DUMP TRUCK	Replacement	2023	PETERBILT 10-WHEEL 15' MARKE DUMP TRUCK

The City received a quote for the purchase of two (2) New 2023 Peterbilt 548 10-Wheel Trucks, PACCAR PX-9 Engine, Allison 3000 RDS-P Transmission with Henderson 15' Marke Dump Body from National Auto Fleet Group; a Sourcewell cooperative purchasing vendor. The City can utilize Sourcewell Cooperative Purchasing agreements for the purchases of goods and services per Antioch Municipal Code section 3-4.12 (C) (1), which allows the dispensing of bidding procedures for purchasing goods or services or proposal procedures for professional services. Many public agencies, including neighboring cities and special districts, use certain national cooperative purchasing programs such as Sourcewell to enable them to obtain significant savings while maintaining the principles of fair and open competition in public procurement.

City staff investigated alternative fuel options for these trucks. As a result, staff discovered that there is a compressed natural gas ("CNG") option. After additional research, City staff do not recommend purchasing the CNG model due to increased cost, reduced performance, additional maintenance and repair accommodations, as well as limited fueling options, with the closest fueling station located approximately 16 miles away in Concord.

City staff is in the process of preparing for a City Council discussion on alternative fueling options for the City's fleet, with an emphasis on zero emission vehicles for passenger vehicles, for early 2022.

ATTACHMENT

- A. Resolution
- B. Sourcewell Quote (Streets Vehicle)
- C. Sourcewell Quote (WD Vehicle)

ATTACHMENT "A"

RESOLUTION NO. 2021/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE PURCHASE OF TWO (2) NEW 2023 PETERBILT 548 10-WHEEL
TRUCKS, PACCAR PX-9 ENGINE, ALLISON 3000 RDS-P TRANSMISSION WITH
HENDERSON 15' MARKE DUMP BODY FROM NATIONAL AUTO FLEET GROUP IN
AN AMOUNT NOT TO EXCEED \$416,909.36 AND AUTHORIZING THE CITY
MANAGER OR DESIGNEE TO PURCHASE THE VEHICLES.**

WHEREAS, the City of Antioch's Fleet Division annually assesses its inventory of vehicles and equipment based on standard replacement criteria in conjunction with the operational needs of each division;

WHEREAS, the City's Fleet Division maintains the City's fleet through timely replacement of vehicles and equipment that are at or beyond their useful life, which is critical in managing costs and liability associated with an aging fleet;

WHEREAS, the City of Antioch received a quote from National Auto Fleet, a Sourcewell cooperative purchasing vendor with fair pricing for government agencies; and

WHEREAS, by utilizing the National Auto Fleet Group Sourcewell **Contract 120716-NAF**, the City will be guaranteed a significant cost savings while maintaining the principles of fair and open competition in public procurement.

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

1. Approves the purchase of two (2) New 2023 Peterbilt 548, PACCAR PX-9 Engine, Allison 3000 RDS-P Transmission with Henderson 15' Marke Dump Body utilizing the National Auto Fleet Group Sourcewell Contract 120716-NAF, in the amount not to exceed \$416,909.36 and
2. Authorizes the City Manager or designee to purchase the vehicles.

* * * * *

RESOLUTION NO. 2021/**
December 14, 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 14th day of December 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

10/19/2021

Quote ID#1786HD

Mr. Ron Chandra

City of Antioch
200 H. Street
Antioch, CA 94509

Dear Ron Chandra,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. One (1) New/Unused (**2023 Peterbilt 548, PACCAR PX-9 Engine, Allison 3000 RDS-P Transmission with Henderson 15' Marke Dump Body and Rotary Chutes**) and provided by Mr. Tim Lopez with Peterbilt, each for:

Contract Price

Chassis and Option	\$ 125,511.00
Henderson Quote	\$ 55,743.00
Tax (9.75%)	\$ 17,672.27
Delivery	\$ 7,250.00

Total \$ 206,176.27

This vehicle(s) is available under the Sourcwell (Formerly Known as NJPA) Contract 060920-NAF. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez

HD Contract Manager

HD@NationalAutoFleetGroup.com

Office (855) 289-6572

Fax (831) 480-8497



DODGE



HENDERSON

PRODUCTS, INC.

916 S 10TH ST
MANCHESTER, IA 52057
PHONE: 563-927-7000
FAX: 563-927-7001

CUSTOMER QUOTE

Page 1
Quote #143653
Rev #25

To: Coast Counties Peterbilt
Attn: Tim Lopez
Quote Date: 10/8/2021
Valid Until: 11/7/2021

Quoted By: Doug Frauenholtz
Phone: 563-927-2828
Cell: 563-929-0071
Fax: 563-927-2521
Email: dfrauenholtz@hendersonproducts.com

Quoted:
15 foot Mark E

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

Installation Workup

Facility: IDC-IA
Chassis Delivery To Henderson: Truck Dealer/Customer Delivers
Completed Truck Delivery Method: Customer Pick-Up
Chassis Make: Peterbilt
Chassis Model Yr: 2021
Chassis Model: 348
Front Axle Rating: 14600
Rear Axle Rating: 40000

Dump Body Type: Mark E Tandem Axle
Floor Length: 15ft Floor Length
Hoist Type: Tele Trun Hoist, Ext Dhouse, add's 1' overall
Cylinder Type: Single Acting
Body Material (Sides/ends): Painted Steel Type Body Material
Tailgate Release Type: IDC supplied Electric over air High Lift valve
Pressure Protection Valve: Direct to air tank valve (Int & Mack ONLY) HLTG
Cabshield Install: Supl'd by fact, welded to body @ IDC, sales to order w/ unit
Step(s): Supplied and install @ IDC (select from step options below)
Step QTY: 4
Step 1 Type: SS Serrated 18" Step (For Flat Surface)
Step 1 Location: Driver Side Front, outside
Step 2 Type: SS Serrated 18" Step (For Flat Surface)
Step 2 Location: Driver Side Front, outside
Step 3 Type: SS Serrated 18" Step (Rub Rail/Side Brace)
Step 3 Location: Passenger Side Front, Outside
Step 4 Type: SS Serrated 18" Step (For Flat Surface)
Step 4 Location: Passenger Side Front, Outside
Grab Handle(s): (2) IDC supplied/installed grab handles (select type below)
Grab Handle 1 Type: SS 12" grab handle
Grab Handle 2 Type: SS 12" grab handle
Shovel Holder: (2) IDC Supl'd Spring Loaded SS Shovel Holders w/ SS brckts
Shovel Holder Loc (1): Driver side headsheet
Shovel Holder Loc (2): Driver side headsheet
Tarp Brand: US Tarp (order 86" c/s if using integral shield)
Tarp System: Electric, Bullet Proof Arms, w/Wind Deflector, Hi-lift





HENDERSON

PRODUCTS, INC.

916 S 10TH ST
MANCHESTER, IA 52057
PHONE: 563-927-7000
FAX: 563-927-7001

CUSTOMER QUOTE

Page 2
Quote #143653
Rev #25

Tarp Material: **Black Vinyl (Asphalt rated)**
Tarp Length: **13' Body Length or Shorter (BV, US)**

Body Spec Notes:

Plug Gland Hands and do not remount the factory.

Chassis Accessories: **Yes (SELECT RELATED OPTIONS BELOW)**

Mudflaps (Rear): **Swinging w/Logo**

Mudflap Type (Rear): **36" Swinging, SS (with LOGO)**

Fenders: **Front Quarter Fenders, Poly (standard)**

Pintle Plate: **Yes (select from options below)**

Pintle Plate Configuration: **3/4" Plate, PH45 & PH20 Holes, Tandem (w/3LTC)**

Pintle Plate D-Rings: **Qty (2) 3/4" D-rings**

Pintle Hook: **Not Required**

Glad Hands: **Remount OEM gladhands (labor only)**

Trailer Plug (1): **7 Pin Trailer Plug, Truck end 7-Way RV, new style (municipal)**

Trailer Plug (2): **6 Pin Trailer Plug, round (livestock trailer)**

Truck Wash: **Complete Truck Wash/Clean/Vac 1**

Warranty: **Standard 1 Year Warranty**

Install Touch-up: **Basic Installation Touch-Up**

Chassis Install Options 1: **JS OUT SOURCE PAINT FOR STRIPE (PANT N PLACE)**

Chassis Install Options 2: **PH210RH Pintle 45 ton w/air ADD1) 164620**

Chassis Install Options 3: **Add Manual Valve ofr Pintle Latch to back of truck**

Electrical: **Yes (SELECT RELATED OPTIONS BELOW)**

Power Distribution Panel: **Power Distribution Panel**

Misc Electrical Supplies: **Req'd Misc Elect Supplies**

Rear Dump Bolster (S/T/T): **LED S/T/T, kit (West) (order holes)**

Rear Dump Bolster (Back-up): **B/U Lights, LED, Clear, Oval, pair (Order holes with body)**

Back up alarm: **Backup Alarm, 97db**

Body up switch/light: **Body UP Switch/Body Up Light (Buy)**

Brake controller: **Brake Controller, Voyager Brake Controller**

License Plate Lights: **IDC Supplied License Plate Bracket & Light, 3/4" Pushin**

Backbone & Wire Standoffs: **14' Backbone (For TA)**

Electrical Install Opt 1: **ADD 2) 160201 LIGHT**

Electrical Install Opt 2: **ADD 2) 160191 PIG TAIL HARNESS**

Electrical Spec Notes:

Hydraulics: **SA/TA Dump Only Package**

Pump Type: **G102 SA Up to 15', pump/valve/airshift CW auto Trans**

PTO Type: **Hot Shift PTO (Auto Trans)**

Reservoir Type: **Supplied With Equipment**

Reservoir Spec:

Valve Enclosure Type: **Not Required**

Cab Controls: **14" Tower w/ Cover, Air feathering valve w/ body up limit**

Return Filter: **Return Filter Bracket**





HENDERSON

PRODUCTS, INC.

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MANCHESTER, IA 52057
PHONE: 563-927-7000
FAX: 563-927-7001

CUSTOMER QUOTE

Page 3
Quote #143653
Rev #25

Hyd Options 1: 1) 163349 PTO 129%

Hydraulics Notes:

IDC Paint Location: IDC-IA

Body Paint Type: Powder Paint

Powdercoat Paint (Body): 15' EB, All colors from chart, non-metal, Blast, Prim, Paint

Paint Code & Color (from color charts): WHITE TO MATCH CAB

Mark-E Asphalt Rear Body Profile

Body Length: 15' BODY LENGTH

Side Style: STRAIGHT SIDES

Side Height (From Floor): 44" SIDE HEIGHT

Rear Body Profile: ASPHALT BODY, SINGLE ACTING GATE (VERIFY CA/CT)

Rear Corner Posts: REAR BOLSTERS FLUSH W/ SIDES (req'd for Hi-Lift gate option)

Board Pockets: NO BOARD POCKETS

Hoist Type: TRN MOUNT TELE, EXTERNAL DOGHOUSE (add's 1' to body)

Hoist Cylinder/Model: MAILHOT G3-SERIES, SINGLE ACTING, G3150-5.7-4

Hydraulic Pump: NO FACTORY SUPPLIED HYDRAULIC PUMP

Cylinder Cradle Style: CRADLE WITH RES/VALVE MOUNT

Install Cylinder: SHIP LOOSE - DEALER TO INSTALL

Hydraulic Reservoir: 30 GALLON CRADLE MT HYD RES (MILD)

Floor Material: 1/4" AR400 FLOOR

Floor to Side Radius: 5" RADIUS FLOOR TO SIDE

Longsill Material: 8" I-BEAM LONGSILLS (STANDARD SKIP WELD)

Sides/Headsheet Material Type: GRADE 50 MILD STEEL SIDES/HEADSHEET

Sides/Headsheet Thickness: 10GA GRADE 50 SIDES/HEAD

Side Bracing Type: (ONE) WELD-ON INTERMEDIATE SIDE BRACE, EA SIDE

Side Brace Material: 10GA GRADE 50 SIDE BRACING

Top Rail Style: SLOPED STYLE (req'd for Hi-Lift gate option)

Top Rail Material: 7GA GRADE 50 TOP RAIL

Contoured Front Corner Posts: NO FRONT CORNER POSTS

Rear Corner Post Material: 7GA GRADE 50 REAR CORNER POSTS

Tailgate Style: HIGH LIFT TAILGATE MILD ARMS

Tailgate Sheet Material: 7GA GRADE 50 TAILGATE SHEET

Tailgate Bracing: NO INTERMEDIATE TAILGATE BRACING (PERIMETER ONLY)

Tailgate Material: 10GA GRADE 50 TAILGATE BRACING

Tailgate Top Pivot Hardware: 1-1/4" PINS, 1" PLATES, NON-GREASABLE

Tailgate Latch Type: DBL ACTING AIR CYL TG RELEASE, SS BUSHINGS

Tailgate Release Valve: NO TAILGATE RELEASE VALVE

Tailgate Pin Lanyards: NO TAILGATE PIVOT PIN LANYARDS

Tailgate Lift Loop: NO TAILGATE LIFT LOOP OR DRING

Latch Jaws: LOWER TG LATCH JAWS, NON-GREASABLE

Coal Chute: COAL CHUTE

Coal Chute Type: STD 13.5" COAL CHUTE (MILD STEEL)





HENDERSON

PRODUCTS, INC.

916 S 10TH ST
MANCHESTER, IA 52057
PHONE: 563-927-7000
FAX: 563-927-7001

CUSTOMER QUOTE

Page 4
Quote #143653
Rev #25

Coal Chute Quantity: **TRIPLE COAL CHUTES**
Coal Chute Installed: **COAL CHUTE INSTALLED AT FACTORY**
Coal Chute Location: **LEFT/CENTER/RIGHT**
Rear Face Light Holes: **(2) OBOUND LIGHT HOLES, EA BOLSTER REAR FACE**
Rear Side Marker Light Hole: **STD 2.5" SIDE MARKER LIGHT HOLES**
Rub Rail Marker Light Hole: **NO FRONT MARKER LIGHT HOLES**
Exterior Light Boxes Installed: **NO EXTERIOR LIGHT BOXES**
Lighting Package: **NO OEM LIGHTING PACKAGE**
Body Hinge Construction: **STD 8" X 6" X 1/2" REAR HINGE ANGLE**
Body Hinge Type: **GREASELESS COMPOSITE BUSHING HINGE BLOCKS (I)**
Body Hinge Paint: **YES, REAR HINGE PAINTED @ FACTORY**
Paint Preparation: **NO PRIME-RAW STEEL FINISH (MILD/AR/409 BODIES ONLY)**
Cabshield Style: **STANDARD WELD ON CABSHIELD**
Cabshield Material: **10GA W/ 7GA END PLATES (GRADE 50)**
Cabshield Size: **22" X 78" CABSHIELD (1/2 CAB)**
Cabshield Mounted Light Holes: **NO CABSHIELD LIGHT HOLES**
Install Cabshield: **CABSHIELD SHIPPED LOOSE, DEALER TO INSTALL**
Asphalt Lip: **NO ASPHALT LIP**
Walk Rails: **WALK RAIL INSTALLED ON LOWER RUBRAILS**
Walk Rail Material: **MILD STEEL WALKRAIL MATERIAL**
Walk Rail Type: **1-1/2" GRIP STRUT (MILD)**
Tarp Rails: **NO TARP RAILS**
Side Ladders: **(NO) SIDE LADDER**
Body Step Options: **NO STEP(S)**
Grab Handles: **NO GRAB HANDLES**
Show Options: **No Additional Options**
Option 1 Description: **ADD BOARD POCKETS AHEAD OF HI LIFT**
Option 2 Description: **NEED SLOPED SIDE BOARDS AHEAD OF HI LIFT BOLT IN**
Option 3 Description: **INSTALL SIDE BOARDS AT FACTORY**
Option 4 Description: **Optional Rotary Coal Chutes**

Single Package: \$55,743.00

Package(s) : 1

Total: \$55,743.00

Sales tax may apply to this order but is not included in the package total. If you are tax exempt, please submit your exemption certificate to finance@hendersonproducts.com. Due to current raw material market conditions this quote includes a surcharge on Henderson equipment. Quotes exceeding the expressed quote validity date are subject to surcharge revisions.

Signed: _____

Date: _____

Quote notes:





Coast Counties Trucks (C501)
260 Doolittle Drive
San Leandro, California 94577

National Auto Fleet Group
490 Auto Center Drive
Watsonville, California 95076
United States of America

Tim Lopez
Cell Phone:
Office Phone: (510)568-6933
Email: tlopez@coastcounties.com

Jesse cooper
Cell Phone: 835-289-6572

Vehicle Summary

Unit		Chassis	
Model:	Model 548	Fr Axle Load (lbs):	14600
Type:	Full Truck	Rr Axle Load (lbs):	40000
Description 1:	Antioch 548 DUMP TRUCK	G.C.W. (lbs):	60000
Description 2:	City of Antioch		
Application		Road Conditions:	
Intended Serv.:	Construction/Block	Class A (Highway)	100
Commodity:	Construction Materials	Class B (Hwy/Mtn)	0
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body		Maximum Grade:	
Type:	Platform w/Devices		6
Length (ft):	15	Wheelbase (in):	205
Height (ft):	13.5	Overhang (in):	78
Max Laden Weight (lbs):	4000	Fr Axle to BOC (in):	69.5
		Cab to Axle (in):	135.5
		Cab to EOF (in):	213.5
Trailer		Overall Comb. Length (in):	323
No. of Trailer Axles:	0		
Type:		Special Req.	
Length (ft):	0		
Height (ft):	0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



Sales Code	Std/ Opt	Description	\$ List	Weight
Base Model				
0005481	S	Model 548	108,586	10,860
0091070	O	Construction Materials	0	0
0093070	O	Construction/Block Truck or tractor used in the construction industry. Use typically involves operating on the job site, delivering construction materials, or to position equipment (crane) for its intended use at the construction site. Includes such activities as water tanker and delivery of precast concrete, bricks, blocks, and bag cement.	0	0
0095010	O	Platform w/Devices	0	0
0098170	S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0	0
Configuration				
0200700	S	Not Applicable Secondary Manufacturer	0	0
Frame & Equipment				
0514000	O	10-3/4" Steel Rails To 354" 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	240	398
0611300	S	Heavy Duty 5-Piece Crossmember BOC IPO Standard Class 5, 6, 7	0	20
0611790	S	Aluminum Frame Rail Crossmembers Excludes suspension	0	0
0612055	O	205" Wheelbase	0	0
0613095	O	3-Piece Suspension Crossmembers	64	0
0644090	S	EOF Square without Crossmember End-of-frame square without crossmember. For use with body builder installed crossmember.	0	0
0651090	O	Omit Rear Mudflaps and Hangers	0	-25
0660070	O	Clear Space RH Outside Rail	295	0
0660272	O	72" Clear Frame Space - RH	0	0
0660310	O	Directly Behind RH U/C Component	0	0
Front Axle & Equipment				
1012330	O	Meritor MFS+14F 14,600 Lb, 3.5" Drop	522	-28

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Sales Code	Std/ Opt	Description	\$ List	Weight
1112150	O	Taper Leaf Springs, Shocks 14,600 lb Hendrickson Taper Leaf Springs, shocks 14,6000 lb.	96	48
1243060	O	Power Steering Sheppard SD110 The SD110 power steering gear is a compact version of the M110 power steering gear. The SD110, working with a 185 bar pump is capable of steering vocational and heavy haul vehicles with front axle ratings of 13,200 to 16,000 lbs. in single gear applications.	366	44
1250180	S	Power Steering Reservoir Frame Mounted The power steering reservoir is a steering system that eases drivability by applying hydraulic pressure to the steering gear.	0	0
1354845	S	PHP10 Iron PreSet Hubs	0	0
1380260	S	Bendix Air Cam Front Drum Brakes 16.5x5 For use with 10,000 lbs to 14,600 lbs steer axles. Includes automatic slack adjusters & outboard mounted brake drums.	0	0
1380470	O	Meritor Wide Track IPO Standard, Front Axle Meritor wide track front axle offers greater turning radius and ease of service. MFS+ 3.5" Drop / MFS 3.74" Drop. 71in KPI IPO 69in with MFS and MFS+ axles.	0	15
1391410	S	Gusseted Cam Brackets, Steer Axle	0	0
1392970	O	Heavy Duty Cam Bushings, Steer Axle	28	0

Rear Axle & Equipment

1523300	O	Dana Spicer DSP41 40,000 lb Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	9,555	1,942
1616370	S	PHP10 Iron PreSet Hubs	0	0
1673090	O	Separate Dash Controls, Cont Trac Full Lock Dana Spicer or Meritor - Tandem or Tri-Drive Axles (Air Rocker Switch occupies the space of two gauges for tandem axle and three gauges for tri-drive axle)	84	2
1680450	O	Rear Brake Camshaft Reinforcement Rear brake camshaft reinforcement helps guard against wear and corrosion.	11	9
1680490	O	Gusseted Cam Brackets, Drive Axle(s)	24	2
1680500	S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
		allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.		
1680950	S	Stability System Not Selected Or Not Available	0	0
1682430	S	Anti-Lock Braking System (ABS) 4S4M ABS-6. Includes air braking system.	0	0
1684200	S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	0
1687010	S	Bendix Air Cam Rear Drum Brakes 16.5x7 Bendix Air Cam Rear Drum Brakes to fit all heavy haul, construction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	0	0
1687090	O	Diff Lock Tandem Axles With Speed Interlock. Automatically Disengages Wheel Diff Lock at Speeds Above 25 mph.	1,680	60
1688110	O	Heavy Duty Cam Bushings, Drive Axle(s)	55	0
1705570	O	Ratio 5.57 Rear Axle	0	0
1821800	O	Peterbilt Air Trac 40,000 lbs, 52in Axle Spacing Light Weight	3,698	550
1920385	O	Air Springs, Internal Bumpers Air Trac / Air Leaf suspensions	54	0
1922260	O	Dash Mtd Dump Switch with Indicator Light Dash mounted dump switch with indicator light for suspension.	29	2

Engine & Equipment

2074510	O	PACCAR PX-9 350@2000 GOV@2200 1050@1200 Productivity (2021 Emissions)	2,670	0
		N21350 C121 64....Maximum Accelerator Pedal Ve		
		N21370 C128 64....Maximum Cruise Speed (P059)		
		N21460 C132 1400..Max PTO Speed (P046)		
		N21520 C133 5....Timer Setting (P030)		
		N21610 C188 39....Low Ambient Temperature Thre		
		N21620 C189 60....Intermediate Ambient Tempera		
		N21630 C190 80....High Ambient Temperature Thr		
		N21550 C206 35....Engine Load Threshold (P516)		
		N21340 C209 120...Hard Maximum Speed Limit (P1		
		N21510 C225 NO....Enable Idle Shutdown Park Br		
		N21450 C231 NO....Gear Down Protection (P026)		
		N21570 C233 NO....Idle Shutdown Manual Overrul		
		N21440 C234 NO....Engine Protection Shutdown (
		N21480 C238 NO....Auto Engine Brake in Cruise		

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Sales Code	Std/ Opt	Description	\$ List	Weight
		N21470 C239 NO....Cruise Control Auto Resume (
		N21430 C333 0.....Reserve Speed Limit Offset (
		N21410 C334 0.....Maximum Cycle Distance (N202		
		N21590 C382 YES...Enable Hot Ambient Automatic		
		N21500 C395 0.....Expiration Distance (N209)		
		N21530 C396 YES...Enable Impending Shutdown Wa		
		N21540 C397 60....Timer For Impending Shutdown		
		N21320 C399 120...Standard Maximum Speed Limit		
		N21400 C400 252...Reserve Speed Function Reset		
		N21420 C401 10....Maximum Active Distance (N20		
		N21330 C402 0.....Expiration Distance (N207)		
2091130	S	VMUX Electronics Architecture	0	0
2091310	O	Engine Idle Shutdown Timer Disabled	0	0
2091315	O	Enable EIST Ambient Temp Overrule	0	0
2091372		Eff EIST NA Expiration Miles	0	0
2091640		Effective VSL Setting NA	0	0
2092013	O	Typical Operating Speed 60 MPH	0	0
2092033	O	Powertrain Optimized for Balance Best analysis for vehicles where service includes frequent start and stop cycles.	0	0
2140200	S	CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX, Cummins X15 and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0	0
2140450	O	Remote PTO/Throttle, 12-Pin Eng Bay Remote Control Provision	73	0
2140660	O	CARB Compliant Engine	0	0
2513060	S	PACCAR 160 Amp Alternator, Brushed PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0	0
2522110	S	PACCAR 12V Starter, N/A PACCAR MX Engines PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0	0
2538040	O	3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	267	62
2539410	O	Battery Jumper Terminal Mounted Under Hood LH Frame Rail. Not available with PX-7 engines.	110	4
2539420	O	Batteries In LH Box U/Cab	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
2539720	O	Low Voltage Disconnect System	0	0
2539850	O	MD - Battery Disconnect Switch Mounted in Cab, Outboard Drivers Seat	392	9
2621130	O	Belt Driven Variable Speed Fan Clutch PX9 Engine PX7/ PX9/L9N/B6.7N. The belt-driven fully variable speed fan drives communicate directly with the PX9 ECM through the included electronic controller, managing the fan speed to match the exact amount of cooling required. The optimized setup creates smoother engagements, reduces noise and frees up available horsepower. These fan drives are also maintenance-free. A belt, additional pulleys, idlers, tensioners, and a drive hub are included to drive the fan.	716	0
2723210	S	18.7 CFM Air Compressor N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0	0
2812140	O	C-Brake By Jacobs, PX-9 Features a dedicated cam lobe design for optimum power and three-stage engine brake operation.	2,419	90
2921110	S	PACCAR Fuel/Water Separator Standard Service PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.	0	0
2921210	S	No Fluid Heat Option for Fuel Filter	0	0
2921310	S	No Electric Heat Option for Fuel Filter	0	0
3114270	S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 520: 1242 sq in.	0	0
3211140	S	(1) Air Cleaner Engine Mounted	0	0
3281830	O	Pre-Filter Hood Mounted For Engine Air Cleaner	230	2
3365270	O	Exhaust Single RH Side of Cab DPF/SCR right-hand Under Cab.	377	29
3387870	O	24" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)	240	0
Transmission & Equipment				
4052110	O	Allison 3000 RDS-P Transmission, Gen 5 Rugged Duty Series. Includes Rear Transmission Support except on MX engines, Mobil Delvac Automatic Transmission Fluid, and Water-Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for	6,515	459

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Sales Code	Std/ Opt	Description	\$ List	Weight
		the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. Suited for vehicles operating on/off highway and/or requiring PTO operation. Forward ratios: 1st-3.49, 2nd-1.86, 3rd-1.41, 4th-1.00, 5th-0.75, 6th-0.65. Reverse ratios: DR-(5.03).		
4211000	O	SPL170 HD-XL Driveline, 1 Midship Bearing	426	20
4216330	O	SPL170 XL Driveline Interaxle Dana Spicer Life Series heavy-duty drive shafts are built for heavy loads over the long haul. For tandem rear axles.	319	-110
4233900	O	(1) Dash Mounted Single Acting EOA PTO Control Electric-over-air (EOA), spec'ing PTO (power-take-off) control switch does not ensure the PTO will fit.	73	1
4240010	O	Allison Transmission Oil Cooler Aero with Allison 4000 or high torque PX-9	911	13
4250900	O	Main Transmission Rear Support Additional rear support for the transmission to provide a firm, durable design that improves stabilization of the drivetrain in rugged terrain	103	10
4252890	O	Allison FuelSense 2.0 Not Desired	0	0
4252940	O	Allison Neutral At Stop Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and CO2 emissions, and is included in FuelSense 2.0 Plus and Max packages only.	0	0
4253090	O	Severe Service Rear Transmission Support Spring	21	0
4256640	O	Allison 6-Speed Configuration, Close Ratio Gears 3000 Series Transmissions.	0	0
4256920	O	Dash Mounted Push Button Shifter Available with Allison transmissions	513	3
4257110	O	LH Mounted Trans PTO Provisions	31	0
Air & Trailer Equipment				
4510190	S	Bendix AD-HF Air Dryer, Heater Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technology in the the air dryer cartridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	0	0
4540420	S	Nylon Chassis Hose	0	0
4543340	O	Aluminum Painted Air Tanks All air tanks are aluminum with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives	-35	-45



Sales Code	Std/ Opt	Description	\$ List	Weight
		requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.		
4610920	O	Self-Returning Brake Hand Valve Dash mounted controls	79	0
4612780	O	AE Connection EOF, 7-Way Socket, 4' Additional Lines coiled and strapped to frame, without gladhands	264	6

Tires & Wheels

5064010	O	FF: BR 20ply 315/80R22.5 M870 Efficiency Rating: Fair Diameter= 42.8 inches; SLR= 19.9 inches The Bridgestone M870 is a high scrub All-Position Radial tire designed specifically for urban waste collection.	663	94
5169310	O	RR: BR 16ply 11R22.5 M799 Efficiency Rating: Poor Diameter = 42.0 inches; SLR = 19.5 inches	1,248	80
5190008	O	Code-rear Tire Qty 08	0	0
5220520	O	FF: Alcoa 89U637 22.5 X 9.00 High Polish Aluminum, Ultra ONE technology that saves more than 50 lbs. versus a comparable steel wheel. Built for refuse, logging, mining and other heavy haul applications that demand a tough wheel. Each wheel offers a 10,000 lbs. load rating.	462	-30
5311010	O	RR: Accur Std Armor 51422PK 22.5X8.25 PHP10-2 hand holes.	0	24
5390008	O	Code-rear Rim Qty 08	0	0

Fuel Tanks

5586130	O	D-Shaped Aluminum 80 Gallon Fuel Tank LH BOC	77	20
5604080	O	Location LH BOC 80 Gallon	0	0
5652890	S	DEF Tank Mounted LH BOC Models 220 and 520 mounted left hand back-of-cab.	0	0
5652990	O	DEF To Fuel Ratio 2:1 Or Greater	0	0
5655039	O	DEF Tank Large, HD 30 Gal 2.1M MD 15 Gal	517	30

Battery Box & Bumper

6020030	S	MD Battery Box, Non-Slip Step LH Under Cab	0	0
6030150	O	Rubber Battery Pad In Bottom of (1) Battery Box Mat in box that holds batteries only	11	4
6030630	O	Aluminum Battery Box Cover	66	4
6030650	O	Diamond Plate Cover For DPF/SCR Box	134	5

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Sales Code	Std/ Opt	Description	\$ List	Weight
6030660	S	Plastic Battery Box Cover	0	0
6040550	S	Aftertreatment Aluminum Non-Slip Cab Entry Aftertreatment right-hand under cab step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box is aerodynamic.	0	0
6112840	O	Steel Bumper Tapered Chromed Two tow points	519	0
Cab & Equipment				
6510160	O	Aerodynamic 109in BBC Aluminum Cab & SMC Hood With molded gray crown.	1,163	15
6540160	O	Thermal Insulation Package in Cab Includes thick, closed-cell foam in floor, special mylar-faced foam in walls and roof structure.	67	2
6800180	O	Hood Crown - Bright Finish ipo Molded Gray	89	0
6800340	O	Rubber Fender Lips 4" Extra Wide	213	8
6917320	S	Seats Inc. Driver Seat	0	0
6927320	S	Seats Inc. Passenger Seat	0	0
6930580	O	Drivers Armrests - LH & RH	56	4
6930590	O	Passenger Armrest - LH only Required with Evolution LX seats, optional with Evolution ST Seats.	28	2
6930800	O	Black Seat Color IPO Standard Color	0	0
6939110	S	Toolbox Under Passenger Seat Non-Suspension Seat	0	11
6939400	S	Air Ride Driver	0	0
6939430	S	Mid Back Driver	0	0
6939470	S	Vinyl Driver	0	0
6939510	S	Non-Air Ride Passenger	0	0
6939530	S	Mid Back Passenger	0	0
6939570	S	Vinyl Passenger	0	0
7000025	O	Steering Wheel With Multi-Function Includes Peterbilt logo on horn button , audio volume, seek, mute and mode button on LH pod with cruise control on/off/cancel, set/resume and accelerate/coast on the right pod.	263	4

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Sales Code	Std/ Opt	Description	\$ List	Weight
7000065	O	Metal Interior Door Panel Kick Plates	68	2
7001520	S	Adjustable Steering Column - Tilt/Telescope	0	0
7036130	O	Interior Grey/Black - Curved Roof	197	0
7110680	O	Exterior Cab Entry Grabhandle Textured; NFPA compliant. Available on Day Cab specifications only.	225	0
7210420	O	Dark Window Tint IPO Standard Tint - Day Cab	21	0
7210540	S	Day Cab Rear Window Day cab rear window flush to back of cab.	0	0
7210550	S	1-Piece Glass Rear Cab Window Fixed	0	0
7230060	S	1-Piece Curved Windshield	0	0
7230360	S	Power Door Locks and Power Window Lifts Standard	0	0
7322010	S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	0
7410040	O	Outside Sunvisor - Stainless Steel Not available with 2.1M high roof sleeper.	230	4
7510070	S	Aero Rear View Mirror Housing, Molded Black	0	0
7514010	O	Peterbilt Aero Rear View Mirror, Motorized Includes top mirror with motorized, adjustable dual axis heated glass. Bottom mirror is an integrated convex surface. Includes black textured arms with breakaway feature.	109	3
7514050	S	Look Down Mirror Over Passenger Door with Black Housing	0	0
7620040	O	(2) Air Horns Round, 26" Length Roof mounted. Round horn shield.	245	8
7722120	O	ConcertClass, AM/FM, Weatherband, 3.5 Aux	331	11
7725710	O	Standard Speaker Package For Cab (2) Speakers	50	4
7728040	O	Bluetooth Phone and Audio Requires USB Port	46	0
7728050	O	USB Port	46	0
7743030	O	CB Antenna Mounting, Dual LH/RH Mirror	97	2
7748145	O	CB Terminals/Wiring Mounted Under Header With mounting bracket	173	2
7850015	O	Rear Wall Deep Record/Map Pocket	118	2

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Sales Code	Std/ Opt	Description	\$ List	Weight
7851480	S	Peterbilt Electric Windshield Wipers With Intermittent Feature.	0	0
7852020	O	Cab Air Suspension	150	15
7852050	O	Auto Reset Circuit Protection Daycab and Sleeper	19	0
7900090	O	Triangle Reflector Kit, Ship Loose Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	18	13
7900310	O	Fire Extinguisher, Mounted Outboard Driver Seat Hazmat approval UL listed/rated ABC	53	9
7900520	O	Headlamps To Turn On When Wipers On	0	0
7901130	O	Backup Alarm (107 DB)	35	3
8011850	O	Transmission Oil Temperature (Main) Located in Digital Cluster Display.	24	0
8021380	S	Air Restriction Indicator Mounted on air cleaner, intake piping, or firewall	0	0
8021540	O	Air Suspension Pressure 2 Gauge 52mm round, backlit. Physical gauges must be ordered in pairs and are limited to a total of 6. Plumbed to firewall bulkhead.	118	0
8022800	O	Fuel Filter Restriction Pressure Located in Digital Cluster Display.	162	0
8070000	O	Disable Brake Light With Engine Brake	0	0
8070100	O	(4) Additional Dash Switches With Wiring Located on dash panel C. Availability subject to dash space. Includes 4" 14 gauge wire with butt splice at rear of each additional switch.	177	1
8070390	O	Engine Hourmeter Gauge Located in Digital Cluster Display	0	0
8070450	O	Engine PTO Hourmeter Gauge Located In Digital Cluster Display	0	0
8070860	S	Main Instrumentation Panel Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	0	0
8070940	O	Voltmeter Gauge (MD / 520 ONLY) Located in Digital Cluster Display	0	0
8071900	O	Manifold Pressure Gauge 52mm Round, backlit. Physical gauges must be ordered in pairs and are limited to a total of 6. If this option is selected on a truck with VMUX electrical architecture, the gauge will be included in the digital display.	48	2
8111110	S	Headlights Composite Fender Mounted Integral park, turn, and side marker	0	0
8120980	S	(5) Marker Lights, Aero LED	0	0



Sales Code	Std/ Opt	Description	\$ List	Weight
8131130	O	Switch & Wiring For F/O Fog Light Without bumper cutouts	5	0
8133960	O	Daytime Running Lights The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.	60	0
8134160	S	Self-Canceling Turn Signal	0	0
8134180	O	Daytime Running Lights, Mounted In Bumper Driven by chassis height	191	0
8140080	S	LED Stop/Turn/Tail/Backup Bracket mounted left-hand / right-hand end of frame	0	-7
8140850	S	Moveable EOF Crossmember For Mounting Tail Lights Square end of frame with or without end of frame crossmember	0	1
8151190	O	(2) Load Lights, LED, Flush Mounted Low Inboard Back of cab / back of sleeper	171	4

Paint

8500710	S	Standard Paint Color Selection	-200	0
8530770	S	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0006EY WHITE N85500 CAB ROOF L0006EY WHITE N85300 FENDER L0006EY WHITE N85200 FRAME L0001EA BLACK N85400 HOOD TOP L0006EY WHITE	0	0

Shipping Destination

Options Not Subject To Discount

9400091	S	Peterbilt Class 7 Standard Coverage 1 year/Unlimited Miles/km	0	0
9400094	S	PACCAR PX-9 Standard Coverage 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0	0
9407103	O	Prepaid Freight Delivery Increase For 2022 Delivery	500	0
9408701	O	Base Warr: Emissions (CARB Surcharge) 5YR/150K MI - PX-9 Engine	2,460	0

Miscellaneous

9409045	S	Aero Hood (MODEL 548)	0	0
9409055	O	State Registry: California	0	0
9409831	U	2021 EPA Emissions Engine	0	0
9409897	O	Cancel/Reorder Reorder Chassis	0	0

Price Level: April 1, 2021
Deal: Antioch 548 DUMP TRUCK
Printed On: 10/18/2021 2:51:54 PM

Date: October 18, 2021
Quote Number: QUO-874011-W8K8D2



<i>Sales Code</i>	<i>Std/ Opt</i>	<i>Description</i>	<i>\$ List</i>	<i>Weight</i>
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Promotions

Order Comments



Total List Price (W/O Freight & Warranty & Surcharges)	\$150,664
Marketing and Service Support Fee	\$895
Prepaid Freight	\$2,800
Total Surcharge/Options Not Subject To Discount	\$2,960
Total Weight	14,808

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information



Shipping Destinations

Intermediate Destination: none

Final Destinations	Quantity
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ATTACHMENT "C"



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

12/1/2021

Quote ID#1786HD (R1)

Mr. Ron Chandra

City of Antioch
200 H. Street
Antioch, CA 94509

Dear Ron Chandra,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. One (1) New/Unused (**2023 Peterbilt 548, PACCAR PX-9 Engine, Allison 3000 RDS-P Transmission with Henderson 15' Marke Dump Body & Equipment**) and provided by Mr. Tim Lopez with Peterbilt, each for:

Contract Price

Chassis and Option	\$ 125,511.00
Henderson Quote	\$ 59,895.00
Tax (9.75%)	\$ 18,077.09
Delivery	\$ 7,250.00

\$ 210,733.09

Total

This vehicle(s) is available under the Sourcewell (Formerly Known as NJPA) Contract 060920-NAF. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez

HD Contract Manager

HD@NationalAutoFleetGroup.com

Office (855) 289-6572

Fax (831) 480-8497



DODGE



HENDERSON

PRODUCTS, INC.

916 S 10TH ST
MANCHESTER, IA 52057
PHONE: 563-927-7000
FAX: 563-927-7001

CUSTOMER QUOTE

Page 1
Quote #152966
Rev #32

To: Coast Counties Peterbuilt
Attn: Tim Lopez
Quote Date: 11/17/2021
Valid Until: 12/17/2021

Quoted By: Doug Frauenholtz
Phone: 563-927-2828
Cell: 563-929-0071
Fax: 563-927-2521
Email: dfrauenholtz@hendersonproducts.com

Quoted:
Dump Body Package

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

Installation Workup

Facility: **IDC-IA**
Chassis Delivery To Henderson: **Truck Dealer/Customer Delivers**
Completed Truck Delivery Method: **Customer Pick-Up**

Non-Henderson Equipment: **Yes (SELECT OPTIONS BELOW)**
Chassis Make: **Kenworth**
Chassis Model Yr: **2023**

Dump Body Type: **Mark E Tandem Axle**
Floor Length: **15ft Floor Length**
Hoist Type: **Tele Trunnion Hoist, Internal Doghouse**
Cylinder Type: **Double Acting**
Body Material (Sides/ends): **Painted Steel Type Body Material**
Tailgate Release Type: **IDC supplied Electric over air valve**
Pressure Protection Valve: **In Line Air Valve (All Chassis)**
Cabshield Install: **Supl'd by fact, welded to body @ IDC, sales to order w/ unit**
Asphalt Lip (FF Only): **Supld by Fact, instll @ IDC, Bolt On (Sales order with unit)**
Ladder(s): **Supplied/Installed @ Factory (sales to order w/ unit)**
Vibrator: **Cougar Vib, DC3200 kit, 50' cable, TA (order vib pad w unit)**
Tarp Brand: **Job Specific Tarp**
Tarp Spec: **165500 Pull Tar with Housing**

Body Spec Notes:

Chassis Accessories: **Yes (SELECT RELATED OPTIONS BELOW)**
Pintle Plate: **Yes (select from options below)**
Pintle Plate Configuration: **3/4" Plate, PH45 & PH20 Holes, Tandem (w/3LTC)**
Pintle Plate D-Rings: **Qty (2) 3/4" D-rings**
Pintle Hook: **45 Ton**
Glad Hands: **Glads, Swing, 90 deg, Serv & Emerg, built in dust covers, Pr**
Trailer Plug (1): **7 Pin Trailer Plug, Round, Plastic**
Truck Wash: **Complete Truck Wash/Clean/Vac 1**
Warranty: **Standard 1 Year Warranty**





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CUSTOMER QUOTE

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Install Touch-up: **Basic Installation Touch-Up**

Electrical: **Yes (SELECT RELATED OPTIONS BELOW)**

Power Distribution Panel: **Power Distribution Panel**

Misc Electrical Supplies: **Req'd Misc Elect Supplies**

Rear Dump Bolster (S/T/T): **LED S/T/T, kit (West) (order holes)**

OEM Light Remount: **Remount OEM Chassis Lights**

Rear Dump Bolster (Back-up): **B/U Lights, LED, Clear, Oval, pair (Order holes with body)**

Rear Dump Bolster Strokes: **6" LED Oval Strokes, Amber, 1 PR, (order holes w/unit)**

Back up alarm: **Relocate chassis supplied b/u alarm (verify if incl w/ OEM)**

License Plate Lights: **IDC Supplied License Plate Bracket & Light, 3/4" Pushin**

Backbone & Wire Standoffs: **14' Backbone (For TA)**

Grill Light(s): **LED Mini-flashers w/ bracket (pair)**

Electrical Spec Notes:

Hydraulics: **SA/TA Dump Only Package**

Pump Type: **G102 SA Up to 15', pump/valve/airshift CW auto Trans**

PTO Type: **Hot Shift PTO (Auto Trans)**

Reservoir Type: **30 Gal Slim, Mild Steel**

Reservoir Spec:

Valve Enclosure Type: **Not Required**

Cab Controls: **14" Tower w/ Cover, Air feathering valve w/ body up limit**

Return Filter: **Return Filter Bracket**

Hyd Options 5: **Paint Black Strip on sides (Dustin quoted)**

Hydraulics Notes:

IDC Paint Location: **IDC-IA**

Body Paint Type: **Powder Paint**

Powdercoat Paint (Body): **15' MKE , All colors from chart, non-metal, Blast, Prim, Paint**

Powder Paint Asphalt Lip: **Powder Paint Asphalt Lip (IA)**

Paint Code & Color (from color charts):

Quantity of Non-Henderson Equip: **Quantity 1**

HPI Marke

COUNTRY/LANGUAGE: **USA/ENGLISH**

FAMILY: **MARK E, CLASSIC**

FLOOR LENGTH: **15' FLOOR LENGTH**

SIDE HEIGHT: **44" SIDE HEIGHT**

BODY MATERIAL (SIDES/HEADSHEET): **10GA GR50 SIDES/HEADSHEET**

SIDE BRACES: **NO SIDE BRACES**





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TOP RAIL/RUB RAIL MATERIAL: 10GA GR50 TOP & RUB RAILS
REAR BOLSTER HEIGHT: FLUSH W/SIDES REAR BOLSTER
REAR BOLSTER MATERIAL: 7GA GR50 REAR BOLSTERS
FRONT BOLSTER: NO FRONT BOLSTERS
FLOOR MATERIAL: 1/4" AR400 FLOOR
HOIST TYPE: TRN MT HOIST,EXT DH,DA
CYLINDER MODEL: CS/G4,DBL ACT,2YR SALT WTY*
HOIST MOUNT TYPE: STANDARD WIDTH CRADLE
INSTALL HOIST & CRADLE: UPFITTER INSTALLED H&C
LONGSILLS: 8" I-BEAM LONGSILLS, SKIP WELD
BODY HINGE MAINTENANCE: GREASELESS BUSHINGS
TAILGATE STYLE: CONFIGURABLE STANDARD TAILGATE
TAILGATE SHEET MATERIAL: 10GA GR50 TAILGATE SHEET
TAILGATE LINER: NO TAILGATE LINER
COAL CHUTE: SINGLE 18" CENTERED COAL CHUTE
EXTENDED COAL CHUTE HANDLE: NO EXTENDED COAL CHUTE HANDLE
TAILGATE BRACE: NO TAILGATE BRACES
TAILGATE LIFT STYLE/LOCATION: NO LIFT LOOP
TAILGATE RELEASE & CONTROL: AIR TRIP, SS BUSHING, TG RELEASE
TAILGATE HINGE: STD, 1-1/4" PIN, 1" PLT
TAILGATE CHAINS: ZINC TAILGATE CHAINS
HORIZONTAL J-HOOKS: NO HORIZONTAL J-HOOKS
TAILGATE PIN LANYARDS: NO TAILGATE PIN LANYARDS
TAILGATE AIR VALVE: TG AIR VALVE ONLY: MAN CONTROL
LUBRICATION: GREASELESS PINS, JAWS, & SHAFT
CABSHIELD STYLE/WIDTH/OVERHANG: WELD-ON,22"x86", NO TARP SHROUD
CABSHIELD MATERIAL: GR50, 10GA PANEL, 7GA ENDS
CABSHIELD INSTALLATION: CABSHIELD SHIPS LOOSE
CABSHIELD OFFSET: OFFSET NOT APPLICABLE
CABSHIELD LIGHTING: NO CABSHIELD LIGHTS
ASPHALT LIP: NO ASPHALT LIP
SIDE BOARDS: NO SIDEBARDS
SIDE LADDER LOCATION: LADDER, DRIVER & CURB FRONT, LOOSE
SIDE LADDER TYPE: LADDER, PULLOUT 201SS, FIXED UPR
INTERIOR STEPS: NO INTERIOR STEPS
RUB RAIL LIGHTING: NO RUB RAIL LIGHTING
REAR BOLSTER MARKER LIGHTING: 2.5" RED REAR BLSTR LIGHT
REAR FACING REAR BOLSTER LIGHT: 2 OBROUND LIGHT
LIGHTING ADD ONS: NO BOLT-ON LIGHT BOX
LIGHTING PACKAGE: LED LIGHT PCK W/ BACKUP LIGHT
BACKUP LIGHT: BACKUP LIGHT:SEPARATE OBROUND
HARNESS CONNECTION POINT: HARNESS CONNECT: CHASSIS REAR
PWS TANKS: NO PREWET TANKS
PREWET PREP: NO PREWET BOX BRACKET
WALK RAILS: 2" DRVR & CURB WALK RAIL
TARP RAILS: NO TARP RAILS
VIBRATOR LOCATION: VIBRATOR PAD BETWEEN LONGSILLS
TGS INSTALLATION: NO FACTORY INSTALLED TGS
TGS INTEGRATION: NO TGS SPILL SHIELDS





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CUSTOMER QUOTE

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Quote #152966
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TGS/ASPHALT LIP MOUNT HOLES: MOUNT HOLES IN BOLSTER

FINISH PREP: WASH & PRIME BODY (NO BLAST)

PAINT/FINISH: NO FINISH

NOTE 1:: ADDITIONAL CUSTOM OPTION

CUSTOM OFFERING: Asphalt lip (1) 113596 (2) 113597 (2) 113588 Shipped loose

NOTE 2:: ADDITIONAL CUSTOM OPTION

CUSTOM OFFERING 2: Custom 24in. wide x 16in. tall coal chute. 124682

NOTE 3:: ADDITIONAL CUSTOM OPTIONS

CUSTOM OFFERING 3::

NOTE 4: ADDITIONAL CUSTOM OPTION

CUSTOM OFFERING 4: Re-quote of MKE-32209, but HPI MKE, vibrator mount pad...

NOTE 5: ADDITIONAL CUSTOM OPTIONS

CUSTOM OFFERING 5: HPI pull out ladders and fixed upper ILO weld on steps...

NOTE 6: ADDITIONAL CUSTOM OPTIONS

CUSTOM OFFERING 6: ...Sure Step ILO Grip Strut walkrail, & custom coal chute

NOTE 7: ADDITIONAL CUSTOM OPTIONS

CUSTOM OFFERING 7:

NOTE 8: NO ADDITIONAL CUSTOM OPTIONS

Sales tax may apply to this order but is not included in the package total. If you are tax exempt, please submit your exemption certificate to finance@hendersonproducts.com.

Due to current raw material market conditions this quote includes a surcharge on Henderson equipment. Quotes exceeding the expressed quote validity date are subject to surcharge revisions.

Signed: _____ Date: _____

Quote notes:

Added cost for High Lift Tailgate ILO of Gravity \$4500.00





Coast Counties Trucks (C501)
260 Doolittle Drive
San Leandro, California 94577

National Auto Fleet Group
490 Auto Center Drive
Watsonville, California 95076
United States of America

Tim Lopez
Cell Phone:
Office Phone: (510)568-6933
Email: tlopez@coastcounties.com

Jesse cooper
Cell Phone: 835-289-6572

Vehicle Summary

Unit		Chassis	
Model:	Model 548	Fr Axle Load (lbs):	14600
Type:	Full Truck	Rr Axle Load (lbs):	40000
Description 1:	Antioch 548 DUMP TRUCK	G.C.W. (lbs):	60000
Description 2:	City of Antioch		
Application		Road Conditions:	
Intended Serv.:	Construction/Block	Class A (Highway)	100
Commodity:	Construction Materials	Class B (Hwy/Mtn)	0
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body		Maximum Grade:	
Type:	Platform w/Devices		6
Length (ft):	15	Wheelbase (in):	205
Height (ft):	13.5	Overhang (in):	78
Max Laden Weight (lbs):	4000	Fr Axle to BOC (in):	69.5
		Cab to Axle (in):	135.5
Trailer		Cab to EOF (in):	213.5
No. of Trailer Axles:	0	Overall Comb. Length (in):	323
Type:		Special Req.	
Length (ft):	0		
Height (ft):	0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



Sales Code	Std/ Opt	Description	\$ List	Weight
Base Model				
0005481	S	Model 548	108,586	10,860
0091070	O	Construction Materials	0	0
0093070	O	Construction/Block Truck or tractor used in the construction industry. Use typically involves operating on the job site, delivering construction materials, or to position equipment (crane) for its intended use at the construction site. Includes such activities as water tanker and delivery of precast concrete, bricks, blocks, and bag cement.	0	0
0095010	O	Platform w/Devices	0	0
0098170	S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0	0
Configuration				
0200700	S	Not Applicable Secondary Manufacturer	0	0
Frame & Equipment				
0514000	O	10-3/4" Steel Rails To 354" 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	240	398
0611300	S	Heavy Duty 5-Piece Crossmember BOC IPO Standard Class 5, 6, 7	0	20
0611790	S	Aluminum Frame Rail Crossmembers Excludes suspension	0	0
0612055	O	205" Wheelbase	0	0
0613095	O	3-Piece Suspension Crossmembers	64	0
0644090	S	EOF Square without Crossmember End-of-frame square without crossmember. For use with body builder installed crossmember.	0	0
0651090	O	Omit Rear Mudflaps and Hangers	0	-25
0660070	O	Clear Space RH Outside Rail	295	0
0660272	O	72" Clear Frame Space - RH	0	0
0660310	O	Directly Behind RH U/C Component	0	0
Front Axle & Equipment				
1012330	O	Meritor MFS+14F 14,600 Lb, 3.5" Drop	522	-28

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1112150	O	Taper Leaf Springs, Shocks 14,600 lb Hendrickson Taper Leaf Springs, shocks 14,6000 lb.	96	48
1243060	O	Power Steering Sheppard SD110 The SD110 power steering gear is a compact version of the M110 power steering gear. The SD110, working with a 185 bar pump is capable of steering vocational and heavy haul vehicles with front axle ratings of 13,200 to 16,000 lbs. in single gear applications.	366	44
1250180	S	Power Steering Reservoir Frame Mounted The power steering reservoir is a steering system that eases drivability by applying hydraulic pressure to the steering gear.	0	0
1354845	S	PHP10 Iron PreSet Hubs	0	0
1380260	S	Bendix Air Cam Front Drum Brakes 16.5x5 For use with 10,000 lbs to 14,600 lbs steer axles. Includes automatic slack adjusters & outboard mounted brake drums.	0	0
1380470	O	Meritor Wide Track IPO Standard, Front Axle Meritor wide track front axle offers greater turning radius and ease of service. MFS+ 3.5" Drop / MFS 3.74" Drop. 71in KPI IPO 69in with MFS and MFS+ axles	0	15
1391410	S	Gusseted Cam Brackets, Steer Axle	0	0
1392970	O	Heavy Duty Cam Bushings, Steer Axle	28	0

Rear Axle & Equipment

1523300	O	Dana Spicer DSP41 40,000 lb Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	9,555	1,942
1616370	S	PHP10 Iron PreSet Hubs	0	0
1673090	O	Separate Dash Controls, Cont Trac Full Lock Dana Spicer or Meritor - Tandem or Tri-Drive Axles (Air Rocker Switch occupies the space of two gauges for tandem axle and three gauges for tri-drive axle)	84	2
1680450	O	Rear Brake Camshaft Reinforcement Rear brake camshaft reinforcement helps guard against wear and corrosion.	11	9
1680490	O	Gusseted Cam Brackets, Drive Axle(s)	24	2
1680500	S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
		allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.		
1680950	S	Stability System Not Selected Or Not Available	0	0
1682430	S	Anti-Lock Braking System (ABS) 4S4M ABS-6. Includes air braking system.	0	0
1684200	S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	0
1687010	S	Bendix Air Cam Rear Drum Brakes 16.5x7 Bendix Air Cam Rear Drum Brakes to fit all heavy haul, construction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	0	0
1687090	O	Diff Lock Tandem Axles With Speed Interlock. Automatically Disengages Wheel Diff Lock at Speeds Above 25 mph.	1,680	60
1688110	O	Heavy Duty Cam Bushings, Drive Axle(s)	55	0
1705570	O	Ratio 5.57 Rear Axle	0	0
1821800	O	Peterbilt Air Trac 40,000 lbs, 52in Axle Spacing Light Weight	3,698	550
1920385	O	Air Springs, Internal Bumpers Air Trac / Air Leaf suspensions	54	0
1922260	O	Dash Mtd Dump Switch with Indicator Light Dash mounted dump switch with indicator light for suspension.	29	2
Engine & Equipment				
2074510	O	PACCAR PX-9 350@2000 GOV@2200 1050@1200 Productivity (2021 Emissions)	2,670	0
		N21350 C121 64....Maximum Accelerator Pedal Ve		
		N21370 C128 64....Maximum Cruise Speed (P059)		
		N21460 C132 1400..Max PTO Speed (P046)		
		N21520 C133 5.....Timer Setting (P030)		
		N21610 C188 39....Low Ambient Temperature Thre		
		N21620 C189 60....Intermediate Ambient Tempera		
		N21630 C190 80....High Ambient Temperature Thr		
		N21550 C206 35....Engine Load Threshold (P516)		
		N21340 C209 120...Hard Maximum Speed Limit (P1		
		N21510 C225 NO....Enable Idle Shutdown Park Br		
		N21450 C231 NO....Gear Down Protection (P026)		
		N21570 C233 NO....Idle Shutdown Manual Overrul		
		N21440 C234 NO....Engine Protection Shutdown (
		N21480 C238 NO....Auto Engine Brake in Cruise		

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		N21470 C239 NO....Cruise Control Auto Resume (
		N21430 C333 0.....Reserve Speed Limit Offset (
		N21410 C334 0.....Maximum Cycle Distance (N202		
		N21590 C382 YES...Enable Hot Ambient Automatic		
		N21500 C395 0.....Expiration Distance (N209)		
		N21530 C396 YES...Enable Impending Shutdown Wa		
		N21540 C397 60....Timer For Impending Shutdown		
		N21320 C399 120...Standard Maximum Speed Limit		
		N21400 C400 252...Reserve Speed Function Reset		
		N21420 C401 10....Maximum Active Distance (N20		
		N21330 C402 0.....Expiration Distance (N207)		
2091130	S	VMUX Electronics Architecture	0	0
2091310	O	Engine Idle Shutdown Timer Disabled	0	0
2091315	O	Enable EIST Ambient Temp Overrule	0	0
2091372		Eff EIST NA Expiration Miles	0	0
2091640		Effective VSL Setting NA	0	0
2092013	O	Typical Operating Speed 60 MPH	0	0
2092033	O	Powertrain Optimized for Balance Best analysis for vehicles where service includes frequent start and stop cycles.	0	0
2140200	S	CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX, Cummins X15 and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0	0
2140450	O	Remote PTO/Throttle, 12-Pin Eng Bay Remote Control Provision	73	0
2140660	O	CARB Compliant Engine	0	0
2513060	S	PACCAR 160 Amp Alternator, Brushed PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0	0
2522110	S	PACCAR 12V Starter, N/A PACCAR MX Engines PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0	0
2538040	O	3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	267	62
2539410	O	Battery Jumper Terminal Mounted Under Hood LH Frame Rail. Not available with PX-7 engines.	110	4
2539420	O	Batteries In LH Box U/Cab	0	0

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2539720	O	Low Voltage Disconnect System	0	0
2539850	O	MD - Battery Disconnect Switch Mounted in Cab, Outboard Drivers Seat	392	9
2621130	O	Belt Driven Variable Speed Fan Clutch PX9 Engine PX7/ PX9/L9N/B6.7N. The belt-driven fully variable speed fan drives communicate directly with the PX9 ECM through the included electronic controller, managing the fan speed to match the exact amount of cooling required. The optimized setup creates smoother engagements, reduces noise and frees up available horsepower. These fan drives are also maintenance-free. A belt, additional pulleys, idlers, tensioners, and a drive hub are included to drive the fan.	716	0
2723210	S	18.7 CFM Air Compressor N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0	0
2812140	O	C-Brake By Jacobs, PX-9 Features a dedicated cam lobe design for optimum power and three-stage engine brake operation.	2,419	90
2921110	S	PACCAR Fuel/Water Separator Standard Service PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.	0	0
2921210	S	No Fluid Heat Option for Fuel Filter	0	0
2921310	S	No Electric Heat Option for Fuel Filter	0	0
3114270	S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 520: 1242 sq in.	0	0
3211140	S	(1) Air Cleaner Engine Mounted	0	0
3281830	O	Pre-Filter Hood Mounted For Engine Air Cleaner	230	2
3365270	O	Exhaust Single RH Side of Cab DPF/SCR right-hand Under Cab.	377	29
3387870	O	24" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)	240	0
Transmission & Equipment				
4052110	O	Allison 3000 RDS-P Transmission, Gen 5 Rugged Duty Series. Includes Rear Transmission Support except on MX engines, Mobil Delvac Automatic Transmission Fluid, and Water-Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for	6,515	459

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Quote Number: QUO-874011-W8K8D2



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		the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. Suited for vehicles operating on/off highway and/or requiring PTO operation. Forward ratios: 1st-3.49, 2nd-1.86, 3rd-1.41, 4th-1.00, 5th-0.75, 6th-0.65. Reverse ratios: DR-(5.03).		
4211000	O	SPL170 HD-XL Driveline, 1 Midship Bearing	426	20
4216330	O	SPL170 XL Driveline Interaxle Dana Spicer Life Series heavy-duty drive shafts are built for heavy loads over the long haul. For tandem rear axles.	319	-110
4233900	O	(1) Dash Mounted Single Acting EOA PTO Control Electric-over-air (EOA), spec'ing PTO (power-take-off) control switch does not ensure the PTO will fit.	73	1
4240010	O	Allison Transmission Oil Cooler Aero with Allison 4000 or high torque PX-9	911	13
4250900	O	Main Transmission Rear Support Additional rear support for the transmission to provide a firm, durable design that improves stabilization of the drivetrain in rugged terrain	103	10
4252890	O	Allison FuelSense 2.0 Not Desired	0	0
4252940	O	Allison Neutral At Stop Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and CO2 emissions, and is included in FuelSense 2.0 Plus and Max packages only.	0	0
4253090	O	Severe Service Rear Transmission Support Spring	21	0
4256640	O	Allison 6-Speed Configuration, Close Ratio Gears 3000 Series Transmissions.	0	0
4256920	O	Dash Mounted Push Button Shifter Available with Allison transmissions	513	3
4257110	O	LH Mounted Trans PTO Provisions	31	0
Air & Trailer Equipment				
4510190	S	Bendix AD-HF Air Dryer, Heater Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technology in the the air dryer cartridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	0	0
4540420	S	Nylon Chassis Hose	0	0
4543340	O	Aluminum Painted Air Tanks All air tanks are aluminum with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives	-35	-45

Price Level: April 1, 2021

Deal: Antioch 548 DUMP TRUCK

Printed On: 10/18/2021 2:51:54 PM

Date: October 18, 2021

Quote Number: QUO-874011-W9K8D2



Sales Code	Std/Opt	Description	\$ List	Weight
		requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.		
4610920	O	Self-Returning Brake Hand Valve Dash mounted controls	79	0
4612780	O	AE Connection EOF, 7-Way Socket, 4' Additional Lines coiled and strapped to frame, without gladhands	264	6
Tires & Wheels				
5064010	O	FF: BR 20ply 315/80R22.5 M870 Efficiency Rating: Fair Diameter= 42.8 inches; SLR= 19.9 inches The Bridgestone M870 is a high scrub All-Position Radial tire designed specifically for urban waste collection.	663	94
5169310	O	RR: BR 16ply 11R22.5 M799 Efficiency Rating: Poor Diameter = 42.0 inches; SLR = 19.5 inches	1,248	80
5190008	O	Code-rear Tire Qty 08	0	0
5220520	O	FF: Alcoa 89U637 22.5 X 9.00 High Polish Aluminum, Ultra ONE technology that saves more than 50 lbs. versus a comparable steel wheel. Built for refuse, logging, mining and other heavy haul applications that demand a tough wheel. Each wheel offers a 10,000 lbs. load rating.	462	-30
5311010	O	RR: Accur Std Armor 51422PK 22.5X8.25 PHP10-2 hand holes.	0	24
5390008	O	Code-rear Rim Qty 08	0	0
Fuel Tanks				
5586130	O	D-Shaped Aluminum 80 Gallon Fuel Tank LH BOC	77	20
5604080	O	Location LH BOC 80 Gallon	0	0
5652890	S	DEF Tank Mounted LH BOC Models 220 and 520 mounted left hand back-of-cab.	0	0
5652990	O	DEF To Fuel Ratio 2:1 Or Greater	0	0
5655039	O	DEF Tank Large, HD 30 Gal 2.1M MD 15 Gal	517	30
Battery Box & Bumper				
6020030	S	MD Battery Box, Non-Slip Step LH Under Cab	0	0
6030150	O	Rubber Battery Pad In Bottom of (1) Battery Box Mat in box that holds batteries only	11	4
6030630	O	Aluminum Battery Box Cover	66	4
6030650	O	Diamond Plate Cover For DPF/SCR Box	134	5

Price Level: April 1, 2021
Deal: Antioch 548 DUMP TRUCK
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Sales Code	Std/ Opt	Description	\$ List	Weight
6030660	S	Plastic Battery Box Cover	0	0
6040550	S	Aftertreatment Aluminum Non-Slip Cab Entry Aftertreatment right-hand under cab step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box is aerodynamic.	0	0
6112840	O	Steel Bumper Tapered Chromed Two tow points	519	0
Cab & Equipment				
6510160	O	Aerodynamic 109in BBC Aluminum Cab & SMC Hood With molded gray crown.	1,163	15
6540160	O	Thermal Insulation Package in Cab Includes thick, closed-cell foam in floor, special mylar-faced foam in walls and roof structure.	67	2
6800180	O	Hood Crown - Bright Finish ipo Molded Gray	89	0
6800340	O	Rubber Fender Lips 4" Extra Wide	213	8
6917320	S	Seats Inc. Driver Seat	0	0
6927320	S	Seats Inc. Passenger Seat	0	0
6930580	O	Drivers Armrests - LH & RH	56	4
6930590	O	Passenger Armrest - LH only Required with Evolution LX seats, optional with Evolution ST Seats.	28	2
6930800	O	Black Seat Color IPO Standard Color	0	0
6939110	S	Toolbox Under Passenger Seat Non-Suspension Seat	0	11
6939400	S	Air Ride Driver	0	0
6939430	S	Mid Back Driver	0	0
6939470	S	Vinyl Driver	0	0
6939510	S	Non-Air Ride Passenger	0	0
6939530	S	Mid Back Passenger	0	0
6939570	S	Vinyl Passenger	0	0
7000025	O	Steering Wheel With Multi-Function Includes Peterbilt logo on horn button , audio volume, seek, mute and mode button on LH pod with cruise control on/off/cancel, set/resume and accelerate/coast on the right pod.	263	4



Sales Code	Std/ Opt	Description	\$ List	Weight
7000065	O	Metal Interior Door Panel Kick Plates	68	2
7001520	S	Adjustable Steering Column - Tilt/Telescope	0	0
7036130	O	Interior Grey/Black - Curved Roof	197	0
7110680	O	Exterior Cab Entry Grabhandle Textured; NFPA compliant. Available on Day Cab specifications only.	225	0
7210420	O	Dark Window Tint IPO Standard Tint - Day Cab	21	0
7210540	S	Day Cab Rear Window Day cab rear window flush to back of cab.	0	0
7210550	S	1-Piece Glass Rear Cab Window Fixed	0	0
7230060	S	1-Piece Curved Windshield	0	0
7230360	S	Power Door Locks and Power Window Lifts Standard	0	0
7322010	S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	0
7410040	O	Outside Sunvisor - Stainless Steel Not available with 2.1M high roof sleeper.	230	4
7510070	S	Aero Rear View Mirror Housing, Molded Black	0	0
7514010	O	Peterbilt Aero Rear View Mirror, Motorized Includes top mirror with motorized, adjustable dual axis heated glass. Bottom mirror is an integrated convex surface. Includes black textured arms with breakaway feature.	109	3
7514050	S	Look Down Mirror Over Passenger Door with Black Housing	0	0
7620040	O	(2) Air Horns Round, 26" Length Roof mounted. Round horn shield.	245	8
7722120	O	ConcertClass, AM/FM, Weatherband, 3.5 Aux	331	11
7725710	O	Standard Speaker Package For Cab (2) Speakers	50	4
7728040	O	Bluetooth Phone and Audio Requires USB Port	46	0
7728050	O	USB Port	46	0
7743030	O	CB Antenna Mounting, Dual LH/RH Mirror	97	2
7748145	O	CB Terminals/Wiring Mounted Under Header With mounting bracket	173	2
7850015	O	Rear Wall Deep Record/Map Pocket	118	2

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Sales Code	Std/ Opt	Description	\$ List	Weight
7851480	S	Peterbilt Electric Windshield Wipers With Intermittent Feature.	0	0
7852020	O	Cab Air Suspension	150	15
7852050	O	Auto Reset Circuit Protection Daycab and Sleeper	19	0
7900090	O	Triangle Reflector Kit, Ship Loose Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	18	13
7900310	O	Fire Extinguisher, Mounted Outboard Driver Seat Hazmat approval UL listed/rated ABC	53	9
7900520	O	Headlamps To Turn On When Wipers On	0	0
7901130	O	Backup Alarm (107 DB)	35	3
8011850	O	Transmission Oil Temperature (Main) Located in Digital Cluster Display.	24	0
8021380	S	Air Restriction Indicator Mounted on air cleaner, intake piping, or firewall	0	0
8021540	O	Air Suspension Pressure 2 Gauge 52mm round, backlit. Physical gauges must be ordered in pairs and are limited to a total of 6. Plumbed to firewall bulkhead.	118	0
8022800	O	Fuel Filter Restriction Pressure Located in Digital Cluster Display.	162	0
8070000	O	Disable Brake Light With Engine Brake	0	0
8070100	O	(4) Additional Dash Switches With Wiring Located on dash panel C. Availability subject to dash space. Includes 4" 14 gauge wire with butt splice at rear of each additional switch.	177	1
8070390	O	Engine Hourmeter Gauge Located in Digital Cluster Display	0	0
8070450	O	Engine PTO Hourmeter Gauge Located In Digital Cluster Display	0	0
8070860	S	Main Instrumentation Panel Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	0	0
8070940	O	Voltmeter Gauge (MD / 520 ONLY) Located in Digital Cluster Display	0	0
8071900	O	Manifold Pressure Gauge 52mm Round, backlit. Physical gauges must be ordered in pairs and are limited to a total of 6. If this option is selected on a truck with VMUX electrical architecture, the gauge will be included in the digital display.	48	2
8111110	S	Headlights Composite Fender Mounted Integral park, turn, and side marker	0	0
8120980	S	(5) Marker Lights, Aero LED	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
8131130	O	Switch & Wiring For F/O Fog Light Without bumper cutouts	5	0
8133960	O	Daytime Running Lights The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.	60	0
8134160	S	Self-Canceling Turn Signal	0	0
8134180	O	Daytime Running Lights, Mounted In Bumper Driven by chassis height	191	0
8140080	S	LED Stop/Turn/Tail/Backup Bracket mounted left-hand / right-hand end of frame	0	-7
8140850	S	Moveable EOF Crossmember For Mounting Tail Lights Square end of frame with or without end of frame crossmember	0	1
8151190	O	(2) Load Lights, LED, Flush Mounted Low Inboard Back of cab / back of sleeper	171	4

Paint

8500710	S	Standard Paint Color Selection	-200	0
8530770	S	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0006EY WHITE N85500 CAB ROOF L0006EY WHITE N85300 FENDER L0006EY WHITE N85200 FRAME L0001EA BLACK N85400 HOOD TOP L0006EY WHITE	0	0

Shipping Destination

Options Not Subject To Discount

9400091	S	Peterbilt Class 7 Standard Coverage 1 year/Unlimited Miles/km	0	0
9400094	S	PACCAR PX-9 Standard Coverage 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0	0
9407103	O	Prepaid Freight Delivery Increase For 2022 Delivery	500	0
9408701	O	Base Warr: Emissions (CARB Surcharge) 5YR/150K MI - PX-9 Engine	2,460	0

Miscellaneous

9409045	S	Aero Hood (MODEL 548)	0	0
9409055	O	State Registry: California	0	0
9409831	U	2021 EPA Emissions Engine	0	0
9409897	O	Cancel/Reorder Reorder Chassis	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
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Promotions

Order Comments



Total List Price (W/O Freight & Warranty & Surcharges)	\$150,664
Marketing and Service Support Fee	\$895
Prepaid Freight	\$2,800
Total Surcharge/Options Not Subject To Discount	\$2,960
Total Weight	14,808

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information



Shipping Destinations

Intermediate Destination: none


Final Destinations	Quantity
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CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 14, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Zoe Merideth, Senior Planner 

APPROVED BY: Forrest Ebbs, Community Development Director 

SUBJECT: KWMA Collective (UP-21-16)

RECOMMENDED ACTION

It is recommended that the City Council take the following action:

1. Adopt the resolution approving a Use Permit (UP-21-16) for a commercial cannabis cultivation facility, subject to conditions of approval.

FISCAL IMPACT

The business will be required to enter into an operating agreement with the City as a condition of approval. The operating agreement will likely include additional revenue based on sales from the business.

DISCUSSION

Requested Approvals

The Applicant, KWMA Collective LLC, requests approval of a Use Permit to operate a commercial cannabis cultivation facility in a 5,000 square foot tenant space identified as Suites E and F at 2101 W 10th Street (APN 074-051-005).

Environmental

This project has been determined to be Categorically Exempt from the provisions of CEQA, pursuant to Section 15301 – Class 1 (Existing Facilities), because the cannabis business will occupy space within an existing commercial building and involves negligible expansion of the use.



Background

With the passage of Proposition 64 in November of 2016, California residents over the age of 21 can legally use marijuana without a medicinal card if not in a public place. Californians can carry and use up to one ounce of marijuana and grow up to six plants for personal use. Recreational sales of marijuana did not go into effect until January 1, 2018. The possession, sale and distribution of cannabis is now legal under California State law, subject to provisions contained in the law, including a state licensing requirement.

On May 2, 2018, the Planning Commission recommended to the City Council approval of an Ordinance amending Title 9, Chapter 5 of the Antioch Municipal Code, thereby creating new provisions for the consideration of cannabis businesses in the City of Antioch. The City Council introduced the ordinance on May 22, 2018, and approved the ordinance on June 26, 2018. The ordinance went into effect on July 26, 2018. The Code Amendment established new definitions, imposed basic standards, and created a new Cannabis Business (CB) Zoning Overlay District. Within the CB Zoning Overlay District, a party may apply for a Use Permit from the City Council for the establishment of a Cannabis Business. Unlike the typical use permit process, a cannabis use permit must be reviewed by the City Council after a recommendation by the Planning Commission.

On September 11, 2018, the Antioch City Council adopted Cannabis Guidelines by approval of Resolution No. 2018/117. The purpose of the guidelines is to provide the public and potential applicants with the City of Antioch's general expectations relating to the design and operation of a Cannabis Business.

On April 9, 2019, the City Council introduced an ordinance to amend Chapter 5 of Title 9 of the Antioch Municipal Code to update the cannabis ordinance to include requirements for a development agreement, make minor changes to the definitions, and require a 600-foot separation from cannabis uses and childcare centers. The City Council approved the ordinance on April 23, 2019, and the ordinance went into effect 30 days later. The amendment to the ordinance requires each cannabis business to enter into a development agreement that contractually defines the benefits that the cannabis business will provide to the City. Existing Use Permit applications are subject to new ordinances and amendments only if the ordinance goes into effect before the application is deemed "complete." The applicant has stated to staff that they are willing to enter into a development agreement, and the site is not located within 600 feet of a childcare center.

On October 27, 2020, the Antioch City Council adopted Amendments to the Cannabis Business Ordinance by approval of Ordinance No. 2191-C-S. The purpose of the amendments was to provide a definition of Commercial Cannabis Use, replace the requirement for a development agreement with a requirement for an operating agreement, and specifying the minimum conditions of an operating agreement.

The project was heard at the Planning Commission meeting on November 17, 2021. At the meeting, the applicant gave a presentation, and staff and the applicant responded to the Commissioners' questions. No public comments were received. The Planning Commission voted 7-0 to recommend to the City Council that the Use Permit be approved with the added condition that the business shall coordinate the use of the security guards with the other cannabis businesses in the complex during the transfer of cannabis products.

ANALYSIS

Project Overview

The applicant proposes to operate a cannabis cultivation facility at 2101 W 10th Street, Suites E and F. The cannabis operations would occur within an existing +/- 25,380 square foot commercial building in suites located in the middle of the building. In total, this proposed cannabis use will occupy 5,000 square feet of the building. The suites would be located directly to the east of the approved Delta Family Pharms cultivation business. The building also contains Delta Dispensary, which was approved by City Council in June 2019 and opened in December 2019. The Delta Family Pharms cultivation business was approved by City Council in January 2021 but is not yet operating. In the easternmost portion of the building is the pending Delta Labs project, which Planning Commission recommended approval of at the November 3, 2021, meeting and is scheduled to be heard at City Council.

The tenant spaces will total 5,000 square feet. The space will include three grow rooms, a 600 square foot mother room, a trim/packaging room, a dry room, a safe room, offices, and a loading area. The three grow rooms will range in size from 675 square feet to 888 square feet and will total 2,333 square feet in space.

Project plans and a detailed description (with the security information removed) of the facility are included as Attachments “B” and “C”, respectively, to the staff report.

General Plan, Zoning, and Land Use

The General Plan designation of the site is Business Park. The zoning of the site is Planned Business Center (PBC) and the Cannabis Overlay District (CB). Cannabis cultivation facilities are allowed in the Cannabis Overlay District subject to the approval of a use permit by the City Council.

The surrounding land uses, and zoning designations are noted below:

North:	Vacant Land / Light Industrial (M-1)
South:	Business Park Uses / Planned Business Center (PBC) & Cannabis Overlay
East:	Al Saddiq Community Center / Planned Business Center (PBC) & Cannabis Overlay
West:	Automotive Uses / Planned Business Center (PBC) & Cannabis Overlay

Site Plan

The site is approximately 1.95 acres in size and developed with an approximately 25,380 square foot building centrally located on the site. No new construction is proposed on the site other than tenant improvements to the existing building. The building is currently divided into different tenant suites, including the existing Delta Dispensary, approved Delta Family Pharms cultivation, and the pending Delta Labs, in the eastern portion of the building.

The business will be accessed through an entrance along the front of the building that will lead to a foyer with a check point and office space. From this foyer, the rest of the business can be accessed through interior hallways. A safe room is included in the floor plan. The loading area features a roll up door that leads to the rear of the building. The loading area is adequate in size to allow a vehicle to pull into the building and have the roll up door be lowered behind the vehicle.

The applicant proposes to leave the existing storefront system in front of the nursery room and install a new false wall behind the storefront system painted a dark color. To create a cohesive look, staff has added a recommended condition of approval that the door of the storefront system be removed and replaced with a window that matches the existing storefront system. Additionally, a false wall is planned to be installed behind the storefront system. The applicant has proposed to replace the existing storefront door with a solid core secured door. In keeping with the other approved cannabis businesses at this building and within the city, staff has added a recommended condition of approval that the existing storefront door remain in place, which is a commercial door and meets the

required security. The Antioch Police Department has reviewed this recommended change.

Antioch Municipal Code Section 9-5.1715 requires outdoor parking areas to identify height of lighting fixtures, orientation of lighting and minimum foot-candles. Accordingly, the applicant submitted a photometric plan for the site, as required in the application checklist. The project proposes upgraded lighting at the site to meet these requirements. The provided photometric plan is compliant with the Antioch Municipal Code.

The parking spaces at the project site are shared among all the tenants and are located at the front and rear of the building. The building was originally developed as a shared tenant building with a mix of business park uses, and staff believes there will be adequate parking to accommodate the cannabis manufacturing use.

Security Plan

As part of their application the applicant submitted a security plan for the site. The security plan addressed the following issues:

- Physical elements of the site such as location of the building, outdoor lighting, and parking areas.
- Electronic security such as motion sensors, controlled access areas, and surveillance cameras.
- Compliance and procedures such as inventory management, cash handling, and employee training.
- On site physical security services related to the number of physical security guards present at the site.

The security plan was reviewed by the Antioch Police Department. After the review was complete, the Police Department, Planning staff, and the applicant met to review the plan. During the meeting, Police Department staff provided the applicant with feedback on their security plan, as well as additional site-specific security measures that they would like to see implemented. The proposed security measures are consistent with the security expectations detailed in the Cannabis Guidelines.

During a separate security meeting, the Police Department felt that the security guards currently in place for the dispensary, approved cannabis cultivation business, and proposed manufacturing were sufficient for this proposed business as well because all the businesses are within the same building and only the dispensary will be open to the general public. In order to ensure that security is provided in the unlikely event one of the businesses is sold and does not contribute financially for the existing security firm, a condition of approval has been added requiring the proposed cultivation business to provide separate security guards.

Staff has included a condition in the attached resolution requiring the Antioch Police Department to conduct a site inspection to assess the security of the site prior to a certificate of occupancy being issued for the site. Any changes that the Antioch Police Department deem necessary upon site inspection will be incorporated into a revised site security plan that will then be submitted for their review and approval. No certificate of occupancy will be issued without final approval of a site security plan by the Antioch Police Department. In addition to the security inspection prior to issuance of certificate of occupancy, the business is required to submit to annual security audits conducted by a third party or City staff.

Neighborhood Responsibility Plan

As part of the application, the applicant submitted a neighborhood responsibility plan detailing their efforts to mitigate any potential impacts that the business may cause (See Attachment C). The plan focuses on the following five areas: noises, odor and pollution, limiting foot and car traffic, building safety, and parking spill over. In each area the applicant has taken steps, such as through building design and proposed tenant improvements to minimize impacts to surrounding businesses. The plan also states that the business will ensure communication channels with neighbors will be open to handle any concerns.

Operational Issues

Staff has included conditions of approval to mitigate the potential off-site impacts of the proposed cannabis business. The applicant has outlined how odors will be mitigated with the Odor Mitigation Plan. The mitigations demonstrate the measures they will take to ensure that cannabis odors will not be detected at or beyond the site. Staff has included a condition of approval requiring that adequate on-site odor control measures are maintained at all times and that cannabis odors cannot be readily detected outside the structure in which the business operates. Staff has also included a condition of approval stating that the City reserves the right to have the odor control systems reviewed at building permit submittal. This condition has been added in case staff has concerns about the odor mitigation once detailed building permit plans are submitted.

Staff has also included a condition of approval addressing site management and requiring the cannabis business operator to take “reasonable steps” to discourage and address objectionable conditions that constitute a nuisance in parking areas, sidewalks, and areas surrounding the premises during business hours if directly related to patrons of the business. Staff has also included a condition of approval prohibiting the smoking or ingestion of cannabis products on-site.

ATTACHMENTS

- A. Use Permit Resolution
- B. Project Plans
- C. Project Description and Neighborhood Responsibility Plan
- D. CCCFD Comment Letter

**CITY COUNCIL
RESOLUTION NO. 2021/****

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING
THE USE PERMIT (UP-21-16) FOR CANNABIS CULTIVATION AT 2101 W 10TH
STREET, SUITES E AND F**

WHEREAS, KWMA Collective LLC requests approval of a use permit to operate a cannabis cultivation business at 2101 W 10th Street, Suites E and F (APN: 074-051-005);

WHEREAS, this project is Categorically Exempt from the provisions of CEQA, pursuant to section 15301;

WHEREAS, the Planning Commission on November 17, 2021, duly held a public hearing, received and considered evidence, both oral and documentary;

WHEREAS, the City Council duly gave notice of public hearing as required by law; and

WHEREAS, on December 14, 2021, the City Council duly held a public hearing, received, and considered evidence, both oral and documentary.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby make the following findings for approval of a Cannabis Business Use Permit:

1. The granting of such Use Permit will not be detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity.

The proposed cannabis business is required to comply with multiple conditions of approval that address the project's impact on public health and the properties in the vicinity. On-site armed security is required at all times during business hours. Annual audits of the site security plan by City staff or a third-party company subject to the approval of the Antioch Police Department are required. The business shall also maintain on-site odor control so that cannabis related odors are not readily detected outside the structure. Based upon the conditions imposed, the cannabis cultivation use will not create adverse impacts to the surrounding businesses and residents.

2. The use applied at the location indicated is properly one for which a Use Permit is authorized.

The site is zoned Cannabis Overlay District. The Cannabis Overlay District allows cannabis businesses with the approval of a use permit.

3. The site for the proposed use is adequate in size and shape to accommodate such use, and all parking, and other features required.

The proposed cannabis business will take place in an existing commercial building with ample parking. The site has a secure area for cannabis deliveries.

4. That the site abuts streets and highways adequate in width and pavement type to carry the kind of traffic generated by the proposed use.

The project site is currently developed and is located on W 10th Street, which is adequate in width and pavement type to carry the traffic generated by the proposed use.

5. The granting of such Use Permit will not adversely affect the comprehensive General Plan.

The use will not adversely affect the comprehensive General Plan because the project is consistent with the General Plan designation for the site of Business Park.

6. That the location and site characteristics of the proposed cannabis business are consistent with all applicable State laws and City standards or guidelines, that all provisions have been made to ensure that the operation of the cannabis business will not create excessive demands for police service or other public services, and that the cannabis business will benefit the City of Antioch.

The conditions of approval on the project are consistent with the cannabis guidelines. The security plan has been reviewed by the Antioch Police Department and security conditions have been included per their direction. The sales taxes generated by the sale of cannabis will provide a financial benefit to the City of Antioch. The forthcoming operating agreement will likely include additional revenue based on sales from the business.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Antioch does hereby **APPROVE** the use permit application (UP-21-16) to operate a cannabis cultivation business at 2101 W 10th Street, Suites E and F (APN: 074-051-005) subject to the following conditions:

A. GENERAL CONDITIONS

1. The project shall comply with the Antioch Municipal Code. All construction shall conform to the requirements of the California Building Code and City of Antioch standards.

2. The applicant shall defend, indemnify, and hold harmless the City in any action brought by a third party to challenge the land use entitlement. In addition, if there is any referendum or other election action to contest or overturn these approvals, the applicant shall either withdraw the application or pay all City costs for such an election.
3. The project shall be implemented as indicated on the application form and accompanying materials provided to the City and in compliance with the Antioch Municipal Code, or as amended by the Planning Commission or City Council.
4. No building permit will be issued unless the plan conforms to the project description and materials as approved by the City Council and the standards of the City.
5. This approval expires two years from the date of approval by the City Council (December 14, 2023), unless an extension has been approved by the Zoning Administrator. Requests for extensions must be received in writing with the appropriate fees prior to the expiration of this approval. No more than one one-year extension shall be granted.
6. No permits or approvals, whether discretionary or ministerial, shall be considered if the applicant is not current on fees, reimbursement payments, and any other payments that are due.
7. City staff shall inspect the site for compliance with conditions of approval prior to the issuance of a Certificate of Occupancy or commencement of the business.
8. The applicant shall obtain an encroachment permit for all work to be done within the public right-of-way.

B. CONSTRUCTION CONDITIONS

1. The use of construction equipment shall comply with AMC § 5-17.04 and 5-17.05, or as approved in writing by the City Manager.
2. The project shall be in compliance with and supply all the necessary documentation for AMC § 6-3.2: Construction and Demolition Debris Recycling.
3. Building permits shall be secured for all proposed construction associated with this facility, including any interior improvements not expressly evident on the plans submitted.
4. Standard dust control methods shall be used to stabilize the dust generated by construction activities.

C. AGENCY REQUIREMENTS

1. All requirements of the Contra Costa County Fire Protection District shall be met.

D. FEES

1. The applicant shall pay all City fees which have been established by the City Council and as required by the Antioch Municipal Code.
2. The applicant shall pay all required fees at the time of building permit issuance.

E. PROPERTY MAINTENANCE

1. No illegal signs, pennants, banners, balloons, flags, or streamers shall be used on this site at any time.
2. The site shall be kept clean of all debris (boxes, junk, garbage, etc.) at all times.

F. PROJECT-SPECIFIC REQUIREMENTS

1. This use permit approval applies to the operation of a cannabis cultivation business as depicted on the project plans and application materials submitted to the Community Development Department. Any forthcoming plans submitted for any purpose shall be entirely consistent with these received plans and application materials and conditions of approval herein.
2. The hours of operation shall be from 8:00 AM – 8:00 PM.
3. All necessary licenses from the State of California shall be obtained prior to opening.
4. No smoking or ingestion of cannabis products on-site is allowed.
5. All cannabis cultivation shall be conducted within a fully enclosed space.
6. The cultivation of cannabis shall be conducted in accordance with all applicable federal, state, and local laws and regulations governing the use of pesticides.
7. Cannabis related waste shall be stored and secured in a manner that prevents diversion, theft, loss, hazards and nuisance.
8. The operator shall take reasonable steps to discourage and correct objectionable conditions that constitute a nuisance in parking areas, sidewalks and areas surrounding the premises during business hours if directly related to patrons of the business.

9. A copy of this use permit and City of Antioch business license, as well as any other State licenses, shall be on display during business hours and in a conspicuous place so that they may be readily seen by all persons entering the facility.
10. The cannabis cultivation business shall utilize the security guards required for Delta Dispensary as stated in City Council Resolution 2019/115. If the business operator changes, the cultivation business shall enter into, maintain an agreement, and provide evidence of an executed agreement prior to issuance of a business license and commencement of operations, with Delta Dispensary to use the security guards required for the dispensary as stated in City Council Resolution 2019/115.
11. If the agreement required in Condition of Approval F.10 with Delta Dispensary cannot be reached, then this cannabis cultivation business shall provide:
 - No fewer than two uniformed and armed security guards who are employed by a Private Patrol Operator (Security Company) who is currently licensed with the California Department of Consumer Affairs shall be on-site during business operating hours. One armed security guard shall be on-site at all times, even when the facility is closed. A copy of the contract with the Security Company shall be provided to the Community Development Director for review and approval prior to issuance of a certificate of occupancy. Should there be a change in the security private patrol operator or in the liability insurance of the applicant, the Community Development Director shall be notified within 5 business days.
 - The name of the Security Company, proof of liability insurance including a copy of all exceptions, their State license number, and the guard registration numbers for the employed guards shall be provided to the Community Development Department. Should there be a change in the security private patrol operator or in the liability insurance of the applicant, the Community Development Director shall be notified within 5 business days.
12. The City Council may require modification, discontinuance or revocation of this use permit if it finds that the use is operated or maintained in a manner that it:
 - Adversely affects the health, peace or safety of persons living or working in the surrounding area; or
 - Contributes to a public nuisance; or
 - Has resulted in excessive nuisance activities including disturbances of the peace, illegal drug activity, diversion of Cannabis or Cannabis Products, public intoxication, smoking in public, harassment of passersby, littering, or obstruction of any street, sidewalk or public way; or

- Has resulted in or has been the target of criminal activity requiring undue attention and dedication of the Antioch Police Department resources; or
 - Violates any provision of Antioch Municipal Code or condition imposed by a City issued permit, or violates any provision of any other local, state, regulation, or order including those of state law or violates any condition imposed by permits or licenses issued in compliance with those laws.
 - Results in more than three distinct unresolved odor complaints in a twelve (12) month period.
13. The business shall incorporate and maintain adequate on-site odor control measures in such a manner that the odors of cannabis and cannabis-related products shall not be readily detected from outside of the structure in which the business operates or from other non-Cannabis businesses adjacent to the site.
 14. The City shall reserve the right to have the odor control systems reviewed at building permit submittal, at the applicant's expense.
 15. During regular business hours, all cannabis business premises shall be accessible, upon request, to an authorized City employee or representative for random and/or unannounced inspections. The cannabis business may be charged a fee for any inspections.
 16. An annual audit of the site's security plan shall be submitted to the Antioch Police Department. The audit shall be conducted by City staff or a third-party company subject to the approval of the Antioch Police Department.
 17. All points of ingress and egress to the business shall be secured with Building Code compliant commercial-grade, non-residential door locks and/or window locks. Entry and exit doors to restricted cannabis areas shall be made of reinforced metal with metal frames and have a security lock system.
 18. Building signage shall not state that cannabis or cannabis products are stored, sold or handled on the site. Images of cannabis leaves, green crosses, or similar commonly identifiable graphics are not allowed. All building signage shall be subject to staff review and approval.
 19. All proposed exterior changes to the site shall be shown on the building permit plan submittal.
 20. The project shall install a new storefront window system at the front of the building to replace the door leading into the nursery room, as depicted on the project plans. The new storefront window system shall match the existing storefront system. The new window shall be shown on the building permit submittal.

21. The existing storefront system door at the main entry/exit of the tenant space shall remain. The proposed solid core door shall not be shown on the building permit plans.
22. A security mesh shall be added to the back of the false walls that are to be installed behind the windows of nursery room and office. The security mesh shall be shown on the building permit submittal.
23. Steel gates shall be added behind the roll up doors located in the rear of the building of suites E and F. The steel gates shall be shown on the building permit submittal.
24. All delivery of cannabis to the site and loading of vehicles with cannabis shall take place in a caged/gated delivery area with a dedicated armed security guard to be present during all deliveries.
25. Visible signage shall be placed at the entrance of the facility notifying the public of surveillance on site.
26. Prior to a certificate of occupancy being issued for the site, the Antioch Police Department shall conduct a site inspection to assess the security of the site. Any changes the Antioch Police Department deems necessary upon site inspection shall be incorporated into a revised site security plan that is then submitted for their review and approval. No certificate of occupancy will be issued without final approval of a site security plan by the Antioch Police Department.
27. Security measures shall be designed to ensure emergency access is provided to the Antioch Police Department and the Contra Costa Fire Department for all areas on the premises in case of an emergency.
28. Security surveillance cameras shall be installed and maintained in good working order to provide coverage on a twenty-four (24) hour real-time basis of all internal and external areas of the site where cannabis is stored, transferred and dispensed, where any money is handled, and all parking areas. The cameras shall be oriented in a manner that provides clear and certain identification of all individuals within those areas. Cameras shall remain active at all times and be capable of operating under any lighting condition. Security video must use standard industry format to support criminal investigations and shall be maintained for a minimum of sixty (60) days.
29. A professionally monitored security alarm system shall be installed and maintained in good working condition. The alarm system shall include sensors to detect entry exit from all secure areas and all windows. The name and contact information of the alarm system installation and monitoring company shall be kept as part of the onsite books and records.

30. A local contact who will be responsible for addressing security and safety issues shall be provided to, and kept current with, the Antioch Police Department.
31. The applicant shall enter into an operating agreement with the City of Antioch prior to a certificate of occupancy being issued for the site. No business license shall be issued without an approved operating agreement.
32. The business shall coordinate the use of the required security guards with the other cannabis businesses in the complex during the transfer of cannabis products.

* * * * *

I HEREBY CERTIFY that the foregoing recommendation was passed and adopted by the City Council of the City of Antioch, at a regular meeting thereof, held on the 14th day of December 2021 by following vote:

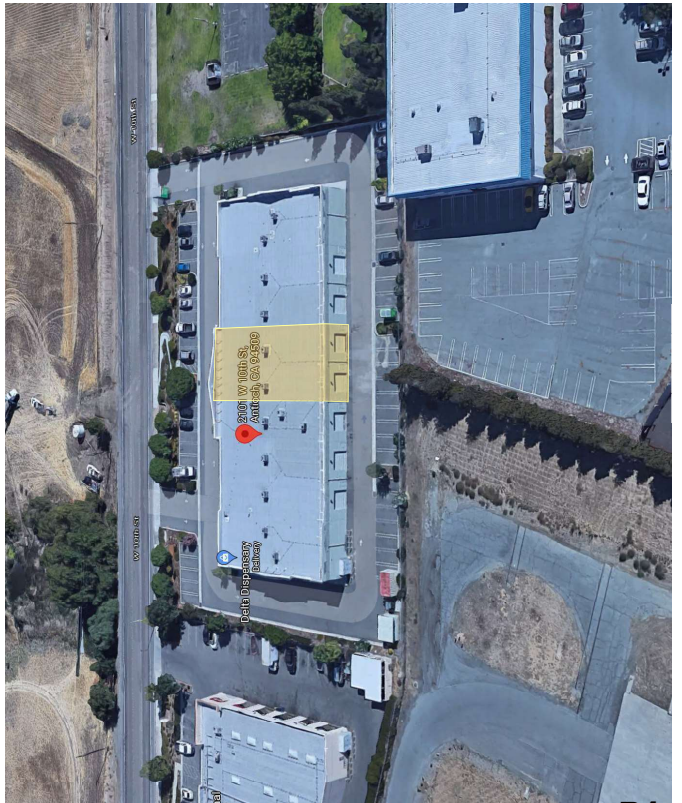
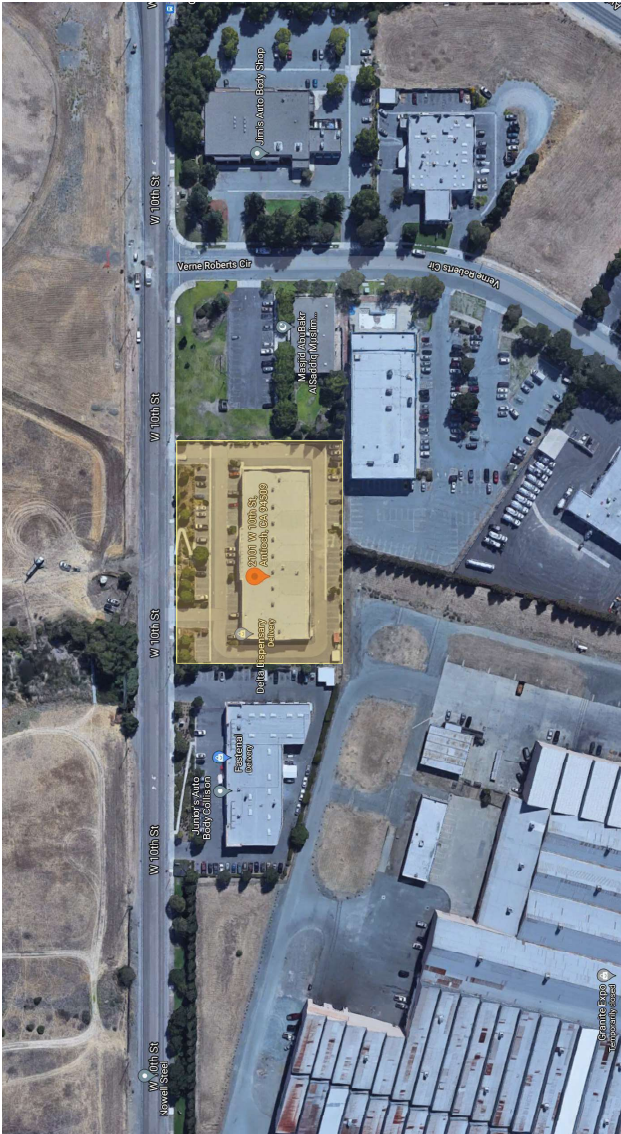
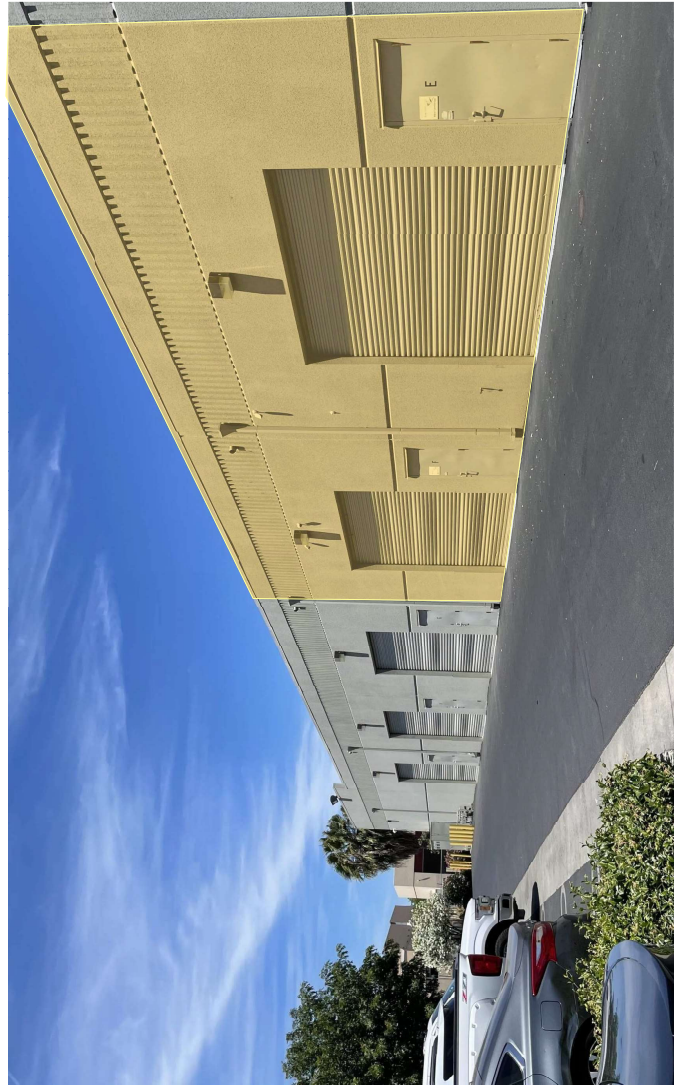
AYES:

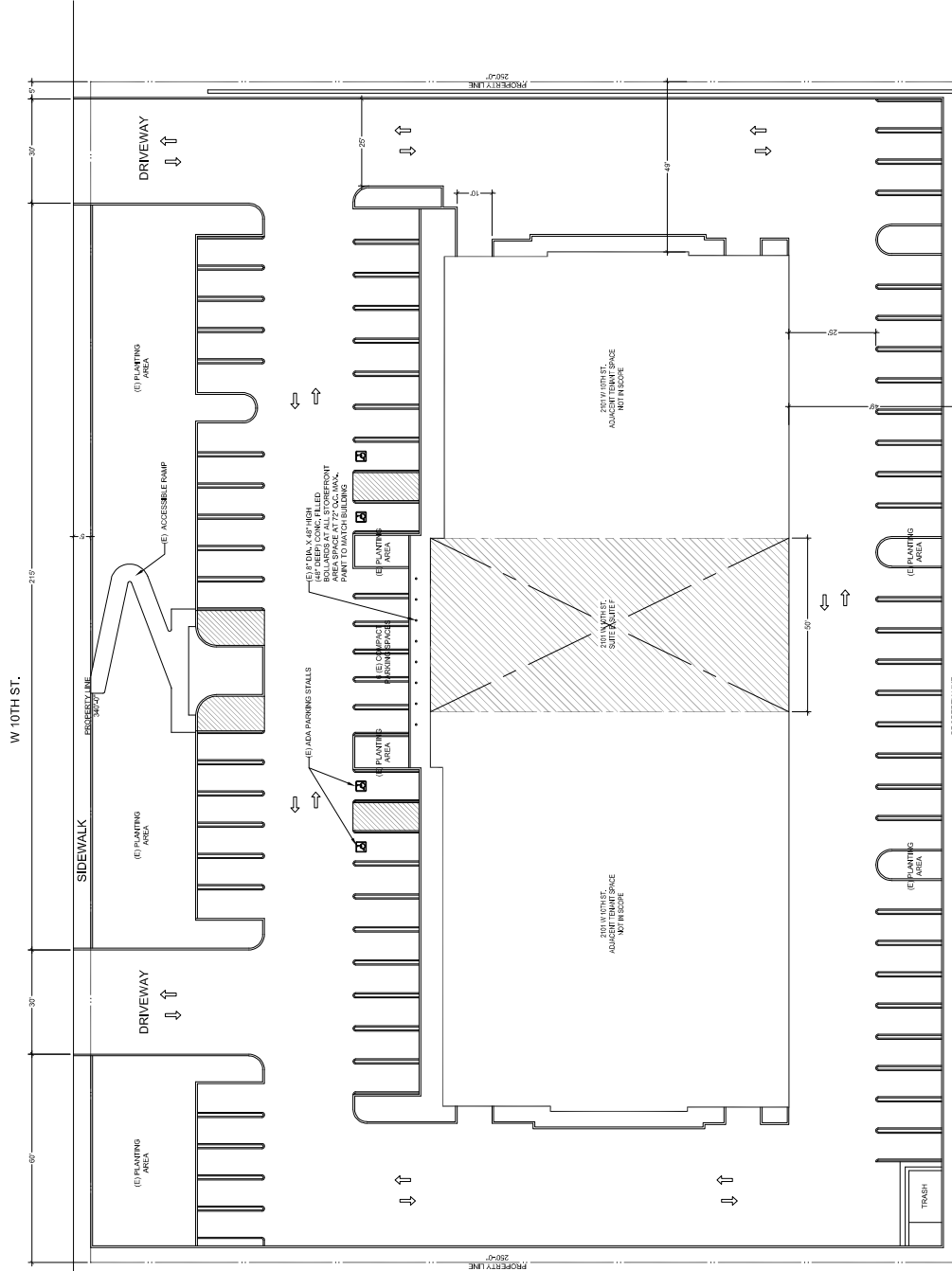
NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
City Clerk of the City of Antioch







PROJECT: Delta Business Park
LOCATION: Antioch, CA
CONTACT: Stephen C.
DATE: 6/4/2021

Page Number: 1

A-102

LED Spot
8880 Janel Road, Ste. 170A
Antioch, CA 94509
Email: info@ledspot.com
Voice Number: 713-863-1184
Fax Number: 713-863-1629

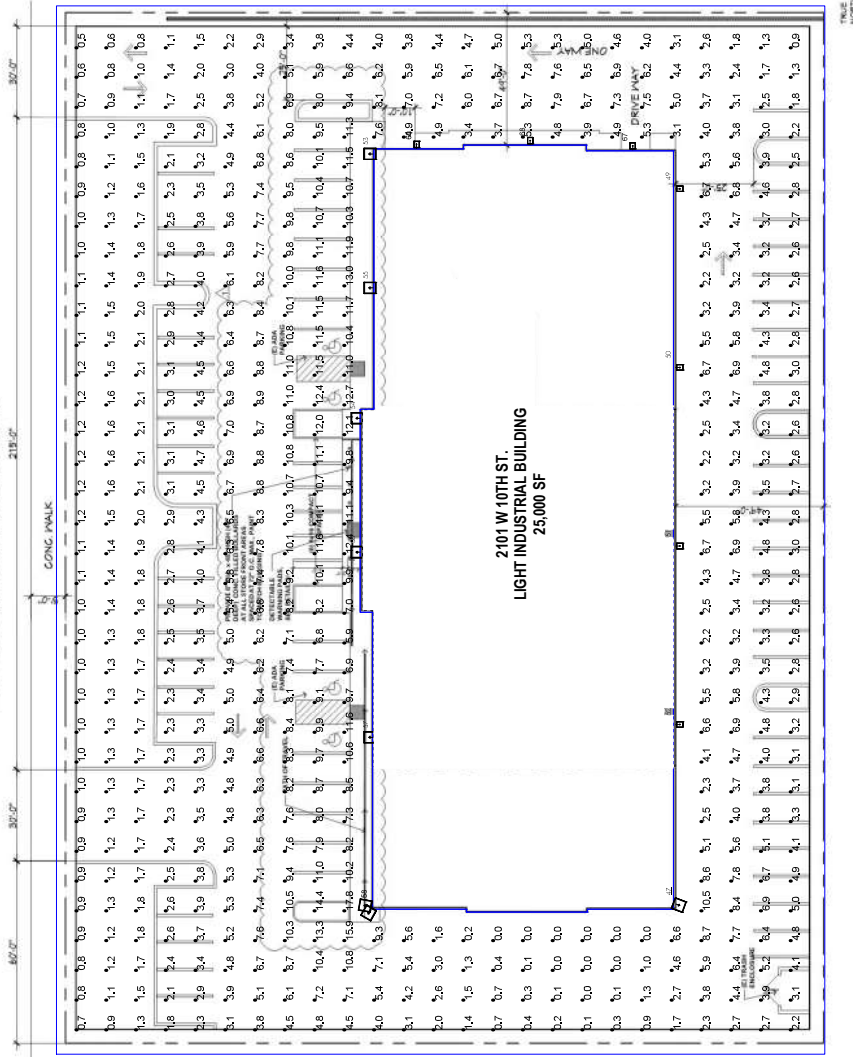
FOR PURCHASING INFORMATION OF APPROVED
EQUIPMENT SPECIFIED ON THIS PLAN CONTACT:

Ownership and copyright for all documents created by LED Spot hereunder shall remain the exclusive property of LED Spot. They are not to be used by the Owner or Client on other projects or on extensions of this project except by agreement in writing with LED Spot. The design is based on the information provided and is not a guarantee of performance. The lighting design is based on information supplied by others. Changes in field conditions, site geometry and/or objects within the lighted area may produce illumination values different from the predicted results shown on this layout.

Luminaire Schedule			
Symbol	Qty	Model Number	Description
□	6	AL1000-1000-1000	1000 Watt LED Wall Mount w/ 5000K Color Temp. (Mounted at 25'-0")
□	7	AL1000-1000-1000	110 Watt LED Wall Mount w/ 5000K Color Temp. (Mounted at 25'-0")
□	1	AL1000-1000-1000	[2] 260 Watt LED Wall Mount w/ 5000K Color Temp. (Mounted at 25'-0")

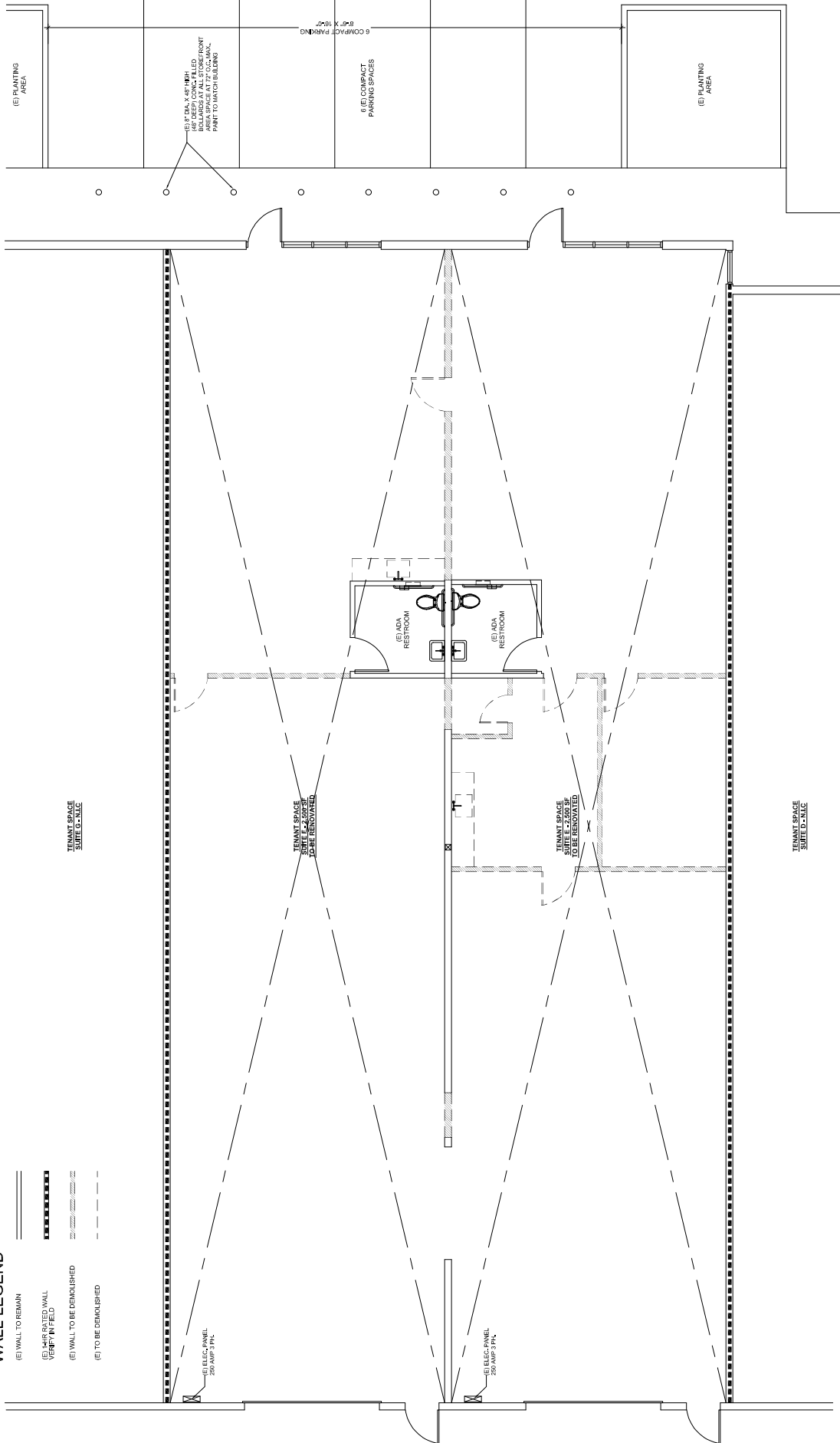
Calculation Summary			
Label	Calc Type	Units	Max
Parking	Illuminance	fc	1.71
Rec'd Parking	Illuminance	fc	4.77

PITTSBURG ANTIOCH HWY.



WALL LEGEND

- (E) WALL TO REMAIN
- (E) 4-6" EXTERIOR WALL
- (E) 4-6" INTERIOR WALL
- (E) WALL TO BE DEMOLISHED
- (E) TO BE DEMOLISHED



1 EXISTING/ DEMO FLOOR PLAN
SCALE: 1/4"=1'-0"

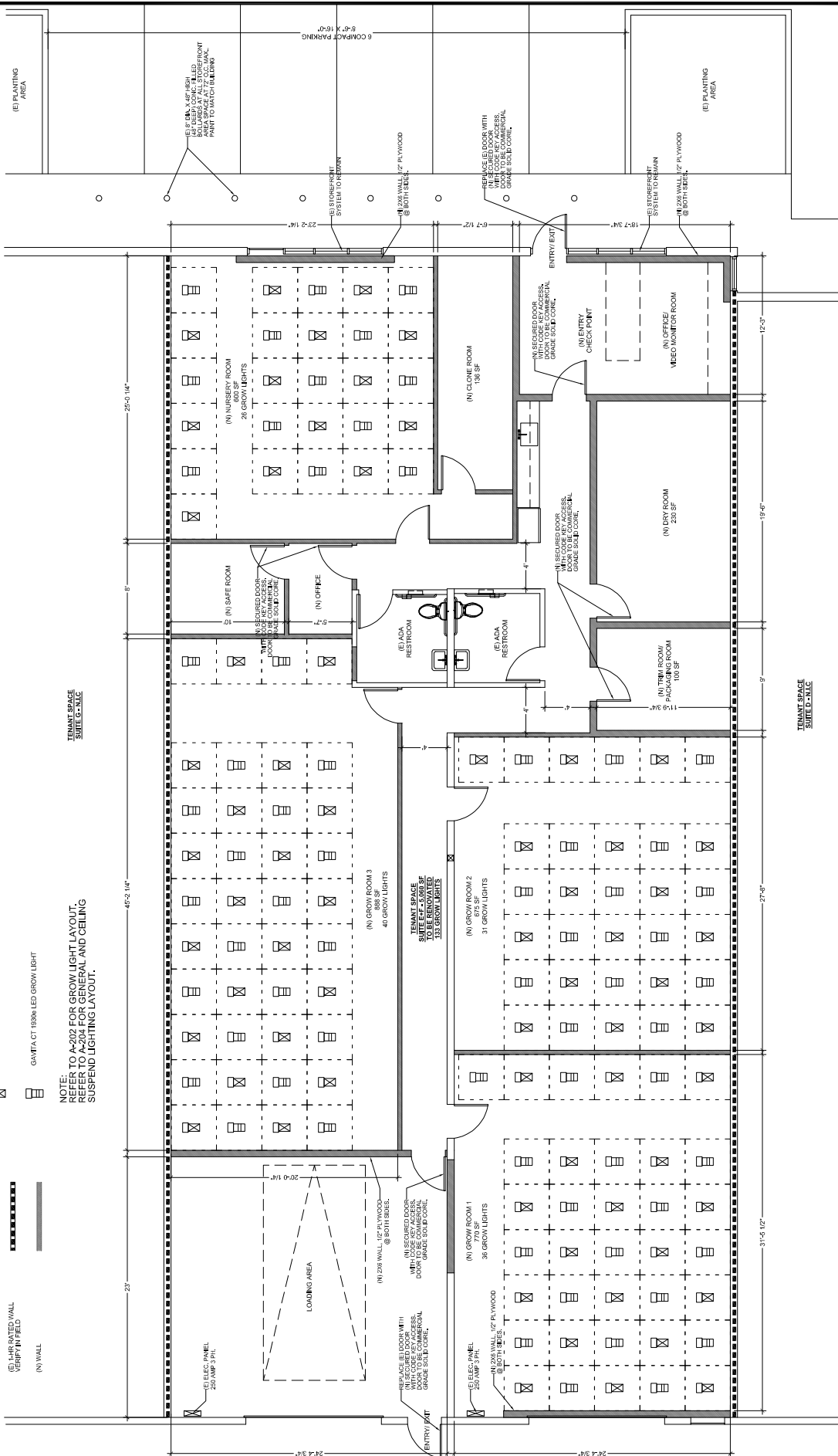
WALL LEGEND:

- (E) WALL TO REMAIN
- (E) LAMP RATED WALL VENT IN FIELD
- (N) WALL

LIGHTING LEGEND:

- LUK4DE10A2774H19 GROW LIGHT
- GAUTACT 1830K LED GROW LIGHT

NOTE: TO A-202 FOR GROW LIGHT LAYOUT. REFER TO A-204 FOR GENERAL AND CEILING SUSPEND LIGHTING LAYOUT.



CEILING LEGEND:



2'x4' LED LIGHT FIXTURE
IN SUSPENDED CEILING TILE



2'x4' LED LIGHT FIXTURE
IN SUSPENDED CEILING TILE



2'x4' LED LIGHT FIXTURE
IN SUSPENDED CEILING TILE



2'x4' LED LIGHT FIXTURE
IN SUSPENDED CEILING TILE

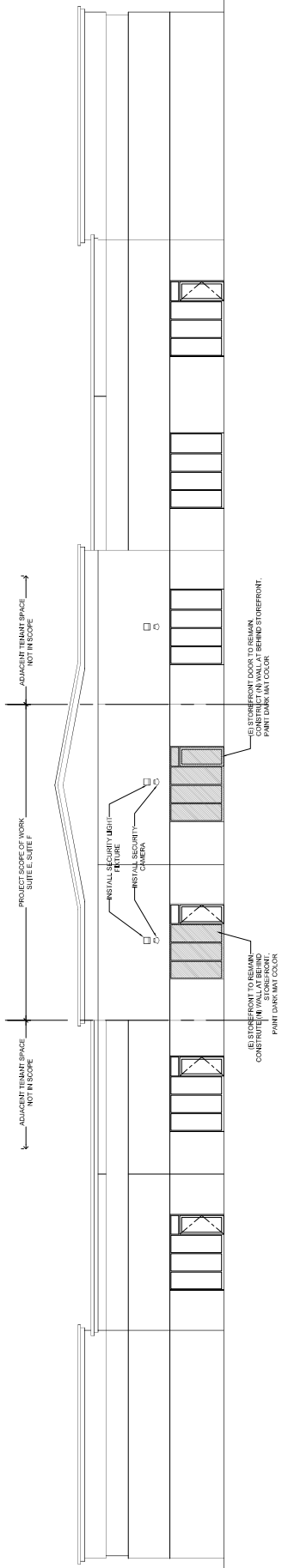
NOTE:
REFER TO A-202 FOR GROW LIGHT LAYOUT.
REFER TO A-204 FOR GENERAL AND CEILING
SUSPEND LIGHTING LAYOUT.

WALL MOUNT EXTERIOR LIGHT FIXTURE
@ 17' AFF. EQUIP W/ DAYLIGHT SENSOR

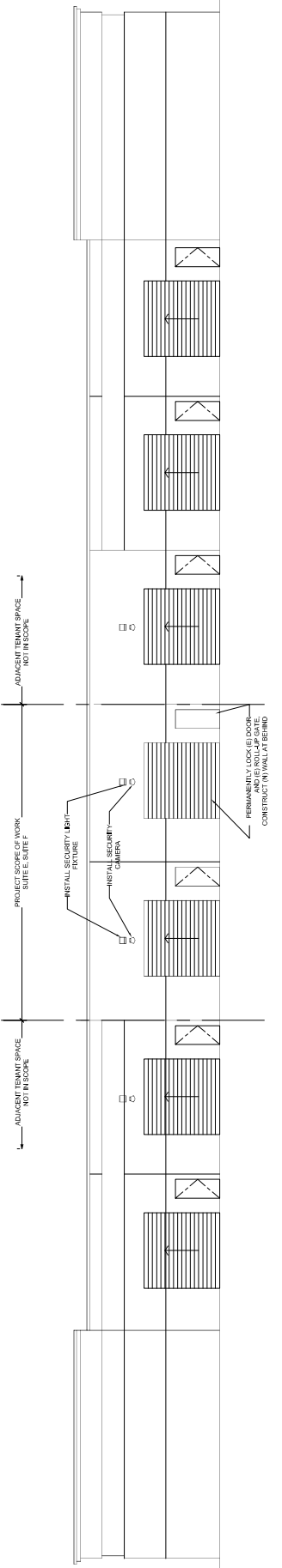
2'x4' SUSPENDED CEILING TILE

Lighting SWIT CH 42" AFF





2 PROPOSED FRONT (NORTH) ELEVATION
SCALE: 1/8"=1'-0"



1 PROPOSED REAR (SOUTH) ELEVATION
SCALE: 1/8"=1'-0"

**CITY OF ANTIOCH
CANNABIS CULTIVATION USE PERMIT APPLICATION**

KWMA COLLECTIVE LLC.

2101 W. 10TH ST., SUITE E & F
ANTIOCH, CA 94509

CONTACT INFORMATION:

OWNER:

Kaeton Lin
(510) 427-9688
kaetonlin@yahoo.com

ARCHITECT:

Alex Chen
(510) 613-3223
ychen@ycarchstudio.com

KWMA COLLECTIVE LLC.

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Introduction

To Whom it May Concern:

KWMA Collective LLC is interested in operating a commercial cannabis cultivation facility at 2101 W 10th Street. The building was constructed and is currently owned by the Hoke Family. KWMA has entered into rental agreement with the Hoke Family of both Suite E and F, which in combine of 5,000 SF floor area.

The business would be owned and operated by the KWMA Collective LLC shareholders. Currently KWMA is working with an architect for the approval of the use permit ensuring all the city requirement could be met, and subsequently apply for building permit for the upcoming interior renovation construction scope of work.

KWMA has extensive experience in operating multiple cannabis cultivation facilities in the city of Oakland, and hoping to apply the upmost standard of practice to this future facility. Together with the building owner the Hoke Family, KWMA is committed to being good neighbors and allocate investment into building safety and security systems for discouraging criminal activities which would adversely affect the community. Furthermore, KWMA is confident that the proposed project will also be bringing in more tax income and employment opportunities to the city.

Lastly, we appreciate your time and consideration of our application and look forward to discussing our plans in greater specifics to the satisfaction of City Staff and Members of the Planning Commission.

Respectfully,

KWMA Collective LLC.

Characteristics of the Proposed Cannabis Business

KWMA is a partnership of a group of individuals who has vision and faith in the future of commercial cannabis industry, such that are committed to make the investment to convert the Hoke Family Suite E & F (5,000 SF) into a cultivation facility. The facility is solely for cultivation, with estimated of 110 Grow Lights total. In refer to the floor plan, there are Grow Room, Safe Room, Dry Room, Trim Room/ Packaging Room, offices etc to meet all the functional requirement of a cannabis cultivation facility.

Day to day operation includes:

- Setting up rooms with growing trays, planting juvenile in containers, and positioning grow lights etc.
- Receiving delivery products associated to cannabis cultivation
- Irrigation, turning on/ off grow lights according to schedule
- Operation personnel to check each room ensuring environment control is met, and all mechanical units are functioning properly
- During harvest, cutting and trim, and letting dry in the dry room vault
- Weight, Packaging and shipping off to retailer / purchaser.

Hours of operation

KWMA opens 9am – 6pm

Number of employees

4 Full time, 2 nightshifts

10 Part time w/ 8-12 hour each week

Nature of products produced

KWMA plans to cultivate cannabis within the enclosure of Suite E & F with environmental controlled, with a wide variety of cannabis for medical and recreation, and will narrow down to few which thrive, including:

Big Bud, Blue Dream, Blueberry, Bubblegum, Bull Rider, Catatonic, Chocolope, Durvan Poison, Pro-g, Grand Daddy Purple, Grade Ape, Hindu, Skunk, Jack Herer, Jack the Ripper, Jilly Bean, LA Confidential, Lemon Haze, Mango, Maui Wowie, Mendo Purps, MK Ultra, Purple Pheno, Northern Lights, Odyssey, OG Kush, Romulan, Sour Bubble, Sour Grapes, Super Silver Haze, Vortex, White Widow, XJ13.

Fire Safety

KWMA understands fire causes the loss of lives and property, therefore, the facility will be designed and maintain to meet the local and state fire safety codes. A fire protection specialist will be hired to bring the facility into compliance, and namely but not limited to the following:

1. The fire sprinkler system which needs to be modified in according to the new facility layout, to comply with the current fire safety code, and
2. Illuminated exit signs to be added to exit routes such it is clear for egress in the event of fire
3. Fire extinguishers to be placed in locations where required per fire safety code
4. Facility is providing two means of egress such that no one will be trapped inside the building in the event of fire
5. Emergency lights will be mounted at corridors and inside each room in case of power outage during the event of fire

Neighborhood Responsibility Plan

KWMA is committed to be a good neighbor, will take full measure to mitigate or eliminate all impacts on the immediate neighborhood, which are a collective of small businesses, auto body shops, storage space and warehouses within the Industrial Park zoning district. While we anticipate the operation of the entire facility is within the building envelope of Suite E and F, to note that the immediate adjacent tenant spaces are also cannabis related operations. The following impacts will be address and mitigate:

Noises

The entire facility would be operating for cultivation, which requires mechanical system to run simultaneously. The noise produce by the mechanical system adheres to the industry standard, which is not a concern for the environment. Also, we have insulated building envelop which will keep the noises coming from the interior to minimum.

Odor and Pollution

KWMA has hired an engineer to mitigate odor and pollution prior to releasing to the atmosphere, the detail Odor Mitigation Plan is part of this Use Permit Application. Design engineer has proposed combination of filtered air, and negative pressurizing the interior to contain internal odors. Testing of carbon filters are scheduled to be performed regularly throughout the span of the HVAC system.

Limiting Foot and Car Traffic

Foot and car traffic is limited to 8 cars in anticipating of 12-14 personnel to work on site at peak, which is way below the prior office use of both tenant space Suite E and F. Delivery drop off and pick up services are through the back of the house roll up gate, which does not create traffic and nuisances to the adjacent tenant spaces or immediate neighbors.

Building Safety

KWMA adheres to the building and safety code set forth by the California Building Code, the local code, local building and fire department. We have an architect on board to tickle egressing, building safety in event of seismic emergency, as well as will be having a fire protection specialty to assist us with completing the fire sprinkler system, and strategically local the required fire extinguishers, illuminated exist signs, and fire alarm etc to prevent the loss of lives and property.

Parking Spill Over

The building site has provided 74 parking space for businesses withing the building as well as for customers. We anticipate there will be 12-14 personnel to be on site working at peak, which will be taking up 8 parking spaces. Parking on W 10th St as well as at adjacent business sites are prohibited, which will discourage parking spill over.

Lastly, KWMA is working with the Delta Family Pharms to ensure the communication channels with the neighbor is always open in case of concerns arise. KWMA is committed to maintaining meaningful and respectable relationships to the surrounding businesses and households.

Identification and Labeling

Furthermore, cannabis waste must be placed into a secure and sealable container and labeled as “Bio-Mass Fuel” and dated. Do NOT label as “Waste”, or label as “Hazardous Waste” if hazardous materials have been added to the cannabis waste. The waste could be classified as hazardous waste and subject to more extensive regulations, containers and all waste labels will be provided by CWS.

Proper Disposal Process for Cannabis Waste

1. Upon receiving the request form, CWS will schedule a pickup of the Cannabis Waste.
2. Incorrectly labeled containers may not be accepted for disposal, without additional information.
3. Container must always be securely closed to prevent any liability during handling
4. During pickup, containers may not be removed if above conditions are not met or additional hazards exist.
5. All Cannabis Waste will be transported off site to be converted into Bio-Mass Fuel.
6. Once processed and blended, then transported to a state approved Bio-Mass Fuel generator facility where it is used to produce electricity.

KWMA is committed to meeting and exceeding current City of Antioch regulations for the disposal of commercial waste generated by a commercial cannabis facility.

Odor Mitigation Plan

Operation Processes

KWMA desire to be a good neighbor includes avoiding nuisance of odor that may be generated by its operations. Accordingly, KWMA is working with a consultant, have designed the following Odor Control Plan to mitigate against such a nuisance. In follow, the signed and stamped letter from the engineer.

The space will be conditioned using multiple split heat pump systems of various capacities and a ductless mini-split system. Each of the split system, excluding the ductless mini-split system, are equipped with unit-level pleated filters. Fresh air is brought to each of the ducted systems via a fresh air duct that is run to the exterior of the structure. Fresh air quantities are calculated using American Society of Heating and Refrigeration Engineers (ASHRAE) Standard 62.1. This fresh air will tend to pressurize the space.

The space will be designed for negative pressure to contain internal odors. To accomplish this, an in-line, belt-driven exhaust fan is provided to remove the amount of fresh air provided for the occupants and an additional amount that will ensure a negative pressure within the space.

Engineering Controls

To prevent odors from escaping the structure, the in-line exhaust fan is equipped with a filter section loaded with 30 lbs of activated carbon, in a rack-mounted configuration. Activated carbon is an extremely effective absorptive odor control substance. An ozone generator will be placed upstream of the carbon filters, in the housing assembly. Ozone (O₃) is an effective odor control mechanism. In this case, it is used to help control out-going airstream odors and recharge the activated carbon filter media, extending the life of the media.

Once systems are running, systems shall be air balanced to ensure design air flows for supply, fresh air, and exhaust air base values have been met. Once completed, a differential pressure gauge shall be used to ensure that a negative building static of no less than 0.05" of negative building static has been achieved. A maximum negative building static shall not exceed 0.15". An initial test with a trade-specific sensor establishes the baseline of operation for odors in the out-going air stream.

Once odor control has been established, periodic testing shall be conducted to ensure that the odor control systems are operating to maintain the baseline. As for filters age, replacement will be required and will be conducted, as determined by the calibrated sensor on the test equipment.

Testing will be done, in the absence of other standards, in accordance with Standardized Odor Measurement Practices for Air Quality Testing. Testing shall be

done using a field Olfactometer, calibrated in accordance with ASTM E544-75 and AWMA odor control standards, using the Scheduled monitoring protocol.

Schedule monitoring on a daily walk around the exterior of the site, near the exhaust system. Data to be compile and compared to established norms. Using a 5 point OIRS (Odor Intensity Reference Scale), compare daily readings. If values equal 3 on the 5 point scale, carbon-filtration exhaust system to be evaluated and repaired, as required. Evaluation shall include, but not be limited to, fan operation, distribution system integrity, and filter media effectiveness.

Staff Training

All employees will be trained on how to detect, prevent and remediate odor outside the facility and all corrective options outlined herein.

The Facility Manager shall ensure that all employees are trained in odor control procedures prior to start working at the facility. The training shall include, but not limit to:

1. How to Install and run carbon filter system
2. Perform routine inspections and maintenance procedures to ensure filters are operating efficiently and effectively.
3. Keeping track and logging all inspections, scheduled maintenance, equipment failures, maintenance performed, and equipment installation with dates and details.

All the necessary trainings will be documented and placed in each employee's personnel file. Employees will be updated on facility management procedures regularly.

Odor Detection Documentation

The Odor Detection Form (ODF) will be provided to personnel who suspect of odors emanating from inside the facility. ODFs are available upon request. KWMA will be keeping records of all odor detection reports as well as remedies employed, such records are available to the city's agencies and the general public upon request.



**Odor Mitigation Plan
2101 W 10th St Antioch**

July 22, 2021

The tenant space Suite E & F (2101 W 10th St) will be conditioned using split system heat pump units. Fresh air to be provided by filtered exhaust system and make up air. The space is designed for negative pressure to contain internal odors.

Prior to exhaust, air to be treated by activated carbon filters. Systems shall be air balanced to ensure design air flows for supply, fresh air, and exhaust air base values have been met. Building negative static pressure shall be between 0.05" and 0.15" w.c.

Throughout the lifespan of building operation, scheduled testing to be performed to ensure that carbon filters are performing adequately.



Jenson Lee P.E. Lic.#M37506
(408)460-6591
PinnacleEngineersInc@gmail.com

Odor Detection Form

Name of Reporting Party:

Phone Number:

Email Address:

Date:

Time:

Location of Odor:

Weather Conditions:

Date/Time of Notification:

Notification Method:

☐ Email ☐ Online ☐ In Person

Administrative Use Only

Mitigation Response Taken:

Date/Time Measures Employed:

Were Mitigation Measures Successful?

Signature/Date/Time:

Contra Costa County**Fire Protection District**

October 13, 2021

Ms. Merideth
 City of Antioch
 Community Development
 200 H Street
 Antioch, CA 94509

Subject: Cannabis Extraction facility
 2101 W. 10th St. Suite E & F. Antioch
 Project # UP-21-16
CCCFPD Project No.: P-2021-04998

Dear Ms. Merideth:

We have reviewed the land use permit application to establish a commercial cannabis cultivation facility at the subject location. The following is required for Fire District approval in accordance with the 2019 California Fire Code (CFC), the 2019 California Building Code (CBC), the 2019 California Residential Code (CRC), and Local and County Ordinances and adopted standards:

1. Access gates for Fire District apparatus shall be a minimum of 20-feet wide. Access gates shall slide horizontally or swing inward and shall be located a minimum of 30 feet from the street. Electrically operated gates shall be equipped with a Knox Company key-operated switch. Manually operated gates shall be equipped with a non-casehardened lock or approved Fire District lock. Contact the Fire District for information on ordering the key-operated switch. (D103.5) CFC.
2. Changes of use or occupancy. Changes shall not be made in the use or occupancy of any structure that would place the structure in a different division of the same group or occupancy or in a different group of occupancies, unless such structure is made to comply with the requirements of this code. (§102.3) CFC
3. Any changes to the existing fences, exterior walls, gates or access shall be approved by the Fire District.

The developer shall submit a minimum of two (2) copies of full size, scaled site improvement plans indicating:

All existing or proposed hydrant locations,
 Gates, fences, retaining walls, bio-retention basins, any obstructions to access.
 Fire apparatus access,
 Aerial fire apparatus access,
 Elevations of building,
 Size of building and type of construction,
 Striping and signage plan to include "NO PARKING-FIRE LANE" markings.

4. Flammable or combustible liquid storage tanks shall **not** be located on the site without obtaining approval and necessary permits from the Fire District. (3401.4) CFC

5. The developer shall submit a minimum of two (2) complete sets of tenant improvement plans and specifications for the subject project to the Fire District

Our preliminary review comments shall not be construed to encompass the complete project. Additional plans and specifications may be required after further review.

If you have any questions regarding this matter, please contact this office at (925) 941-3300.

Sincerely,



Todd Schiess
Fire Inspector I

cc: KWMA Collective
2101 W. 10th St.
Antioch, CA
Kwma2021@gmail.com

File: 2101 W 10TH ST SUITE E-F-PLN-P-2021-04998



PROJECT REFERRAL – REQUEST FOR REVIEW

The City of Antioch Planning Division is requesting your review of the project information and plans referenced below.
Please provide feedback on availability of services, potential design or code conflicts, requirements for additional permits, and draft conditions of project approval.

DATE OF REQUEST: 9/24/2021
SUBMIT COMMENTS TO: Zoe Merideth (925-779-6122 or zmerideth@antiochca.gov)
COMMENTS DUE BY: **** OCTOBER 14, 2021 ****

PROJECT NAME: KWMA Collective LLC

Project No: UP-21-16

Application Type: Use Permit

Project Address: 2101 W 10th St
(APN 074-051-005)

Project Description: Use Permit to operate a commercial cannabis cultivation facility in a 5,000 square foot tenant space identified as Suites E and F at 2101 W 10th Street. *Suite E & F*

Applicant Name: KWMA Collective LLC

Mailing Address: 2101 W 10th St

Phone: 510-427-9668 **E-mail:** kwma2021@gmail.com

The following documents are linked in this transmittal (and also on antiochca.gov/planningprojects):

☒ **Plans:**
<https://www.antiochca.gov/fc/community-development/planning/ProjectDOCs/UP-21-16-P.pdf>

☐ **Project Description:**
<https://www.antiochca.gov/fc/community-development/planning/ProjectDOCs/UP-21-16.pdf>

FOR CITY STAFF ONLY

<input checked="" type="checkbox"/>	Due Date as above -- Please submit your comments or draft conditions of approval to the planner by dates listed above
<input type="checkbox"/>	Due Date TBD -- Planning staff will follow up with you to request a meeting for project discussion and to develop the schedule for comments and draft conditions
<input type="checkbox"/>	Additional information will be routed to you (via email and/or hard copy)

ROUTED TO

☒ (CCFPD) Contra Costa Fire

☐ City Engineer / Dev Services

☐ Police Dept

RECEIVED
SEP 24 2021

Phone: (925) 779-7035
Fax: (925) 779-7034
Antiochca.gov

COMMUNITY DEVELOPMENT DEPARTMENT



200 H Street
Antioch, CA. 94509
AntiochIsOpportunity.com

P2021-04998 **D3**

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 14, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Julie Haas-Wajdowicz, Environmental Resource Coordinator *JW*

APPROVED BY: Forrest Ebbs, Community Development Director

SUBJECT: Amendment to Chapter 3 of Title 6 of the Antioch Municipal Code
Regarding Solid Waste Collection for Resource Recovery in
Accordance with Senate Bill 1383

RECOMMENDED ACTION

It is recommended that the City Council introduce, waive the first reading, and read by title only the proposed Ordinance, attached hereto as Exhibit A.

FISCAL IMPACT

This Ordinance will have no immediate impact on the General Fund. Until 2025, any enforcement will come out of existing code enforcement staffing. Immediate implementation will be focused on Outreach and Education and will come out of existing Solid Waste Funds. Further funding for SB1383 implementation and enforcement can be incorporated our new Franchise Agreement in 2025.

DISCUSSION

Background

Senate Bill (SB) 1383 was adopted in September 2016 and establishes statewide targets to reduce the amount of organic waste disposed of in landfills (50% reduction by 2020 and 75% by 2025). It also sets a goal to rescue at least 20% of currently disposed edible food by 2025 and redirect that food to people in need.

From 2016-2020, the California Department of Resources, Recycling and Recovery (CalRecycle) worked to develop regulations to achieve the goals of SB 1383. These new regulations were finalized by CalRecycle in November 2020 and take effect in January 2022.

SB 1383 requires each jurisdiction to develop new methods for:

- managing organics,
- procuring recycled organics and developing a supporting policy,
- recovering edible food,
- tracking and documenting non-franchise haulers,
- planning for edible food capacity expansion, and
- enforcing other SB 1383 provisions.

Presently, solid waste collection is addressed by Chapter 3 of Title 6 of the Antioch Municipal Code (AMC), *Solid Waste and Rubbish*, which has not been substantially updated since 2007.

Analysis

The proposed Ordinance will address the requirements of SB 1383 and will improve resource recovery with a focus on diverting organic material from landfills, thereby reducing greenhouse gas emissions.

The proposed changes include:

- All generators (residential, commercial, and industrial) will be required to subscribe to a three-sort program through the City's current solid waste vendor, Republic Services. The three-sort program includes separate containers for trash, organics, and recyclable materials.
- In addition to subscribing to this service, all generators must correctly use the three-sort program. Incorrectly placing recyclable materials into a trash container, for example, will become a violation of the Antioch Municipal Code and be subject to potential citation.
- Property owners will be required to educate employees and tenants on the three-sort program at the time of move in/hire and on an annual basis thereafter.
- Employers must require employees to place materials in the correct containers.
- Certain qualifying generators will be required to have Food Recovery agreements/programs.

Below is a brief explanation of each section with significant changes highlighted.

§6-3.01- Definitions

Several new definitions are proposed to address the new requirements. These definitions are derived from State law and include the following:

Resource Recovery. Managing solid waste and sorting them in a manner as to maximize the ability to use discarded material to create valuable products as new outputs.

Trash, Recyclable Materials and Organics. These will be the new 3 sort terms moving forward and are defined in this section.

Prohibited Container Contaminants. Materials placed in the incorrect container for resource recovery, include the following: (i) discarded materials placed in the Recycle Container that are not identified as acceptable Source Separated Recyclable Materials for the City's Recycle Container; (ii) discarded materials placed in the Organics Container that are not identified as acceptable Source Separated Organics Container Organic Waste for the City's Organics Container; (iii) discarded materials placed in the Trash Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Organics Container Organic Wastes to be placed in City's Organics Container and/or Recycle Container; and, (iv) Excluded Waste placed in any container.

Organic Waste or Organics. Includes food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

Food Recovery. Actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

Commercial Edible Food Generator. Tier One or Tier Two Commercial Edible Food Generator as defined in this definition section or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

§6-3.02 Mandatory Service

This section contains the requirements for property owners. In general, single-family residential property owners would have to subscribe to trash, recycling and organics collection and must correctly participate in the collection and sorting program.

Commercial property owners (including Multifamily of 5 or more units) must subscribe to the three-sort program, supply adequate containers for all users, require employees to correctly use the program, ensure inspection of the containers and correction of incorrect use, and train tenants and employees at move-in and annually, thereafter.

All subscribers must maintain adequate level of service and must adjust the size or frequency of service at the direction of the City of Antioch. Failure to make these corrections may result in an Administrative Citation and the City may direct the Franchised Hauler to adjust services on a particular account if necessary.

§6-3.05 Green Waste Collection- repealed and reserve

The City of Antioch presently allows residential customers to request exemption from green waste service if they can demonstrate that the property does not generate yard

waste. As the new program will use new “organics” containers, which will collect food waste in addition to yard waste, these exemptions can no longer be offered.

There are currently approximately 800 residential accounts that have green waste service exemptions. City staff and Republic Services will work with these accounts to introduce the new organics container. This will result in an increase of service charges for these accounts.

§6-3.08 Unlawful Collection or Transporting of Solid Waste

Property owners often elect to self-haul construction or similar debris from their properties. The proposed Ordinance will require that these owners sort and haul their material to a facility for resource recovery. In addition, owners of commercial or multifamily properties will be required to retain records for city inspection demonstrating compliance with this requirement.

§6-3.10 Collection Contract

The Ordinance proposes new reporting requirements for haulers and facility operators. At this time, the City only has one Franchised Hauler, Republic Services, and no facilities that would be required to report under section.

§6-3.11 Frequency of Collection

Currently, yard waste containers are collected every other week. The Ordinance will allow the City Council greater flexibility to modify collection frequency when determining the residential organics rates.

§6-3.18 and §6-3.19 Inspection and Enforcement

These two sections have been added to incorporate the inspection and enforcement actions required by SB1383.

- City can still cite for inadequate service levels. Under the proposed 6-3.19(F), “Notwithstanding the foregoing, the City may issue administrative citations immediately for container contamination and failure to subscribe to collection service as required by Section 6-3.02. The City may pursue enforcement of the provisions of this chapter through administrative, civil, or criminal proceedings.”
- For the specified sections related to the SB 1383 Regulations (Sections 6-3.02, 6-3.08, 6-3.10, and 6-3.302 through 6-3.303), civil penalties would be issued beginning January 1, 2024. However, the above bullet point means that City can cite for failure to subscribe to mandatory service and contaminating containers before January 1, 2024, if it wants to. The remaining provisions of the Chapter would be subject to the current code enforcement process still.

Article III- Edible Food Recovery

The proposed Ordinance will require large food generators to divert surplus edible food to organizations that can distribute the food for consumption. Tier 1 generators, which include supermarkets, large grocery stores (10,000+ square feet), food service providers, food distributors, and wholesale food vendors, must have their Food Recovery Agreement in place by January 1, 2022. Tier 2 generators, which include large restaurants (250+ seats or 5,000+ square feet), large hotel facilities with restaurants, health facilities with 100 or more beds, large venues, large events, large State agencies, and schools with cafeterias, must have their Food Recovery Agreements in place by January 1, 2024. The City of Antioch, as a host of large events and an operator of large venues, will be required to develop a Food Recovery Agreement.

Outreach

Community outreach was conducted as part of this effort. In addition to social media postings and inclusion in the City Manager's Bi-Weekly Updates, the City has created an SB 1383 implementation webpage, which is available at:

<https://www.antiochca.gov/environmental-resources/sb1383-implementation/>

Though this page, the community may offer feedback. To date, the City has received no public comments on the draft.

Next Steps

Staff is anticipating a proposal from Republic Services to provide residential organic service that offers residents the three-sort program this week. It is expected that this proposal will also include a request to increase rates for Commercial Organics. Republic Services has been working with commercial customers on Mandatory Commercial Organics and Recycling State regulations (SB1826 and AB341) and for the past several years offering organics collection at no additional cost to customers.

City staff recently distributed letters to sixteen Tier One generators, informing them of the State law and their obligations and anticipates continued contact through this transition.

ATTACHMENTS

- A. Proposed Ordinance
- B. Redline of Proposed Ordinance against Existing Ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH REPEALING AND RECASTING
CHAPTER 3 OF TITLE 6 OF THE ANTIOCH MUNICIPAL CODE REGARDING
SOLID WASTE AND RESOURCE RECOVERY**

WHEREAS, SB 1383 (Chapter 395, Statutes of 2016) directed the California Department of Resources Recycling and Recovery (“CalRecycle”) to adopt regulations to reduce organic waste by 50 percent from its 2014 baseline level by 2020 and 75 percent by 2025; and

WHEREAS, SB 1383 also requires the regulations to recover, for human consumption, at least 20 percent of edible food that is currently thrown away; and

WHEREAS, CalRecycle promulgated regulations as directed in SB 1383 in Chapter 12 (Short-Lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations (“SB 1383 Regulations”); and

WHEREAS, the SB 1383 Regulations take effect January 1, 2022, and requires the City of Antioch to adopt an ordinance to enforce the SB 1383 Regulations by said date, and;

WHEREAS, the City Council desires to amend its Solid Waste and Rubbish Ordinance to comply with the SB 1383 Regulations.

The City Council of the City of Antioch, California, does ordain as follows:

SECTION 1. Recitals. The above recitals are incorporated as though set forth in this section.

SECTION 2. Amendment. Chapter 3 of Title 6 of the Antioch Municipal Code is hereby amended in its entirety as set forth in Exhibit A, incorporated by this reference.

SECTION 3. CEQA. Environmental review is not required because adoption of the Ordinance is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15378(b)(5) (organization or administrative activities of governments not a project).

SECTION 4. Severability. If any section, subsection, clause or phrase in this Ordinance or the application thereof to any person or circumstances is for any reason held invalid, the validity of the remainder of this Ordinance or the application of such provisions to other persons or circumstances shall not be affected thereby. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof to any person or circumstance be held invalid.

SECTION 5. Publication; Effective Date. This Ordinance shall take effect and be enforced within thirty (30) days from and after the date of its adoption by the City Council

at a second reading and shall be posted and published in accordance with the California Government Code.

I, Ellie Householder, City Clerk of the City of Antioch, hereby certify that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch held on the day of _____, 2021 and passed and adopted at a regular meeting thereof held on the ____ day of _____, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lamar Thorpe, Mayor

ATTEST:

Ellie Householder, City Clerk

EXHIBIT A

CHAPTER 3: SOLID WASTE AND RESOURCE RECOVERY

Article I: Solid Waste Collection for Resource Recovery

- 6-3.01 Definitions
- 6-3.02 Trash, organics, and recyclable materials; mandatory service
- 6-3.03 Trash, organics, and recyclable materials; containers; location
- 6-3.04 Trash, organics, and recyclable materials; type permitted; cleaning
- 6-3.06 Burning and burying solid waste
- 6-3.07 Solid waste vehicles
- 6-3.08 Unlawful collection or transporting of solid waste and Self-Haul requirements
- 6-3.09 Time of collection
- 6-3.10 Collection contracts
- 6-3.11 Frequency of solid waste and rubbish collection
- 6-3.12 Collection billing
- 6-3.13 Collection; nonpayment
- 6-3.14 Unlawful to dump on public or private property
- 6-3.15 Place and manner of dumping; compliance with regulations
- 6-3.16 Inspection and enforcement duties of the City Manager
- 6-3.17 Removal of recyclable materials
- 6-3.18 Inspections and investigations
- 6-3.19 Enforcement

Article II: Construction and Demolition Debris Recycling

- 6-3.201 Definitions
- 6-3.202 Threshold for covered projects
- 6-3.203 Submission of waste management plan
- 6-3.204 Review of waste management plan
- 6-3.205 Infeasibility exemption
- 6-3.206 Submittal of completed waste management plan
- 6-3.207 Appeal

Article III: Edible Food Recovery

- 6-3.301 Definitions
- 6-3.302 Requirements for Commercial Edible Food Generators
- 6-3.303 Requirements for Food Recovery Organizations and Services

ARTICLE I: SOLID WASTE COLLECTION FOR RESOURCE RECOVERY

§ 6-3.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ADEQUATE SIZE or ADEQUATE LEVEL OF SERVICE. The subscription to collection services from the franchised contractor of containers of sufficient size and/or frequency of service that all Trash, Organics, and Recyclable Materials are enclosed within their respective container with the top of the container in a fully closed position ready for collection.

AGREEMENT. A contract entered into between the city and the contractor providing for, among other things, the award of a franchise, payment of franchise fees, and procedures for the contractor's collection and disposal of materials and the setting of rates and charges for services.

CALIFORNIA CODE OF REGULATIONS or "CCR". State of California Code of Regulations. CCR references are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

CALRECYCLE. California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on cities (and others).

CITY. The City of Antioch, California.

CITY COUNCIL. The City Council of the City of Antioch, California.

CITY MANAGER. The City Manager of the City of Antioch or his or her designee.

CODE. The Antioch Municipal Code.

COLLECTION. The act of collecting Solid Waste, Recyclables, or Organic Waste at or near the place of generation or accumulation.

COMMERCIAL BUSINESS or COMMERCIAL. A firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling with five or more units, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.

COMMERCIAL EDIBLE FOOD GENERATOR. Tier One or Tier Two Commercial Edible Food Generator as defined in this section or as otherwise defined in 14 CCR Sections 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators.

COMMUNITY COMPOSTING. Any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4), or, as otherwise defined by 14 CCR Section 18982(a)(8).

COMPLIANCE REVIEW. A review of records by the City to determine compliance with this chapter.

COMPOST. Product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility or as in 14 CCR Section 17896.2(a)(4).

COMPOSTABLE PLASTICS or COMPOSTABLE PLASTIC. Plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

CONSTRUCTION AND DEMOLITION DEBRIS or C&D. Has the same definition as in Section 6-3.201 of this Code.

CONTAINER. An approved receptacle for the storage and disposal of Trash, Organics, and Recyclable Materials, including contractor-supplied receptacles such as carts, bins, or drop boxes (or roll- off box, debris box); and also including subscriber- supplied containers for extra materials set out for collection, however limited as to size and weight as specified in the franchise agreement.

CONTAINER CONTAMINATION or CONTAMINATED CONTAINER. A container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

CONTRACTOR or FRANCHISED CONTRACTOR. The person or entity with whom the City contracts for the collection and disposal of Solid Waste, including Trash, Organics, and Recyclable Materials or other waste materials.

DESIGNEE. An entity that a City contracts with or otherwise arranges to carry out any of the City's responsibilities of this chapter as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

EDIBLE FOOD. Food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in the SB 1383 Regulations require or authorize the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

ENFORCEMENT ACTION. An action of the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

ENFORCEMENT OFFICER. The City Manager, county administrative official, chief operating officer, executive director, public works director or other executive in charge or their authorized Designee(s) who is/are partially or wholly responsible for enforcing this chapter.

EXCLUDED WASTE. Hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including land use restrictions or conditions; waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in the City's or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City or its Designee to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include used motor oil and filters, household batteries, universal wastes, and/or latex paint when such materials are defined as allowable materials for collection through the City's collection programs and the generator or customer has properly placed the materials for collection pursuant to instructions provided by the Contractor for collection services.

FOOD DISTRIBUTOR. A company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

FOOD FACILITY. Has same meaning as in Section 113789 of the Health and Safety Code.

FOOD RECOVERY. Actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

FOOD RECOVERY ORGANIZATION. An entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

- (1) A food bank as defined in Section 113783 of the Health and Safety Code;
- (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety Code; and,
- (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply.

FOOD RECOVERY SERVICE. A person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

FOOD SCRAPS. All food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

FOOD SERVICE PROVIDER. An entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

FOOD-SOILED PAPER. Compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

FOOD WASTE. Food Scraps, Food-Soiled Paper, and Compostable Plastics.

GARBAGE. See Trash.

GENERATOR or WASTE GENERATOR. A person or entity that is responsible for the initial creation of waste.

GREEN WASTE. All plant matter cut, trimmed, or pruned from the generator's premises, including grass, garden plants, flowers, and tree and shrubbery trimmings, but excluding cactus, palm fronds and bamboo.

GROCERY STORE. A store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR § 18982(a)(30).

HAULER ROUTE. The designated itinerary or sequence of stops for each segment of the City's collection service area, or as otherwise defined in 14 CCR § 18982(a)(31.5).

HAZARDOUS MATERIALS. All materials which are defined as being hazardous to the public health or safety by federal, state, or county statutes, legislation, policies, or rules and regulations. Hazardous materials/waste may include those things which are not hazardous in and of themselves, but which may become hazardous in combination with other

materials which may be found in the waste stream. Examples include, but are not limited to, fireworks, gunpowder, antifreeze, paint thinner, mineral spirits, paint, asbestos, insecticides, weed killer, household cleaners with lye or ammonia, and medicines.

HIGH DIVERSION ORGANIC WASTE PROCESSING FACILITY. A facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

INFECTIOUS WASTE. All waste materials which are defined as being injurious to the public health or safety by federal, state, or county statutes, legislation, policies, or rules and regulations. Examples include, but are not limited to, needles and syringes and other instruments used to administer medication, disposable diapers, rags or other materials used to clean areas infected by human or animal waste, and other materials contaminated with or exposed to infected or contagious persons, animals, or materials.

INSPECTION. A site visit where the City reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Trash, Recyclable Materials, Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this chapter.

LARGE EVENT. An event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply.

LARGE VENUE. Permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. A site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply.

LOCAL EDUCATION AGENCY. A school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

MIXED WASTE ORGANIC COLLECTION STREAM or MIXED WASTE. Organic Waste collected in a Container that is required by 14 CCR §§ 18984.1, 18984.2 or 18984.3 to be taken to a High Diversion Organic Waste Processing Facility or as otherwise defined in 14 CCR Section 17402(a)(11.5).

MULTIPLE-FAMILY DWELLING or MULTI-FAMILY RESIDENTIAL DWELLING or MULTI-FAMILY. Premises used for residential purposes with five (5) or more dwelling units, including condominium projects, duplexes, townhouse projects, apartment houses, or mobile home parks, irrespective of whether residence therein is transient, temporary or permanent which receive collection services from centralized locations. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

NOTICE OF VIOLATION or NOV. A notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

OCCUPIED. Any structure or property that is served by an active water account.

ORGANIC WASTE or ORGANICS. Includes food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

ORGANIC WASTE CONTAINER or ORGANICS CONTAINER. A Container used for the purpose of storage and collection of Source Separated Organic Waste.

ORGANIC WASTE GENERATOR. Person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

PAPER PRODUCTS. Including but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

PRINTING AND WRITING PAPERS. Including but not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

PROHIBITED CONTAINER CONTAMINANTS. Materials placed in the incorrect container for resource recovery, includes the following: (i) discarded materials placed in the Recycling Container that are not identified as acceptable Source Separated Recyclable Materials for the City's Recycle Container; (ii) discarded materials placed in the Organics Container that are not identified as acceptable Source Separated Organics for the City's Organics Container; (iii) discarded materials placed in the Trash Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Organic Waste to be placed in City's Organics

Container and/or Recyclable Materials Container; and, (iv) Excluded Waste placed in any Container.

RECOVERY. Any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

RECYCLABLES or RECYCLABLE MATERIALS. Defined as and including glass, paper, cardboard, wood, concrete, plastic, used motor oil and filters, ferrous and non-ferrous metal, aluminum, and any other waste materials that are capable of being recycled.

RECYCLE, RECYCLED or RECYCLING. The process of collecting, sorting, cleansing, treating, reconstituting and/or selling recycling materials, and returning them to use in the economy. It includes construction and demolition debris, including asphalt and concrete. (See regulations regarding management plan for construction and demolition debris, at § 6-3.201 et seq. of the Antioch Municipal Code.)

RECYCLED-CONTENT PAPER. Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR § 18982(a)(61).

RECYCLING CONTAINER. Has the same meaning as in 14 CCR § 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials.

RECYCLING FACILITY. A business that collects or processes Recyclable Materials.

REFUSE. See Trash.

REMOTE MONITORING. The use of the internet of things and/or wireless electronic devices to visualize the contents of Trash Containers, Recycling Containers, and Organics Containers, for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.

RESIDENTIAL. Any residential dwelling.

RESOURCE RECOVERY. Managing Solid Waste and sorting them in a manner as to maximize the ability to use discarded material to create valuable products as new outputs. The aim is to reduce the amount of waste generated, thereby reducing the need for landfill space, optimizing the values created from waste and reducing the need to use raw materials in the manufacturing process.

ROUTE REVIEW. A visual Inspection of Containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

RUBBISH. See Trash.

SALVAGE. The authorized and controlled accumulation of Solid Waste materials for subsequent use. **SALVAGEABLE MATERIALS** refers to items that can be put to subsequent use.

SB 1383. Senate Bill 1383 (Chapter 395, Statutes of 2016), which established methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants, as amended, supplemented, superseded, and replaced from time to time.

SB 1383 REGULATIONS. The Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

SELF-HAULER. A person who hauls Solid Waste, Organic Waste or Recyclable Materials they have generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). **BACK-HAUL** means generating and transporting Organic Waste to a destination owned and operated by the generator using the Generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

SINGLE-FAMILY means of, from, or pertaining to any residential premises with fewer than five (5) units.

SOLID WASTE or WASTE. All putrescible and non-putrescible solid, semi- solid, and liquid wastes, including solid waste, Trash, refuse, paper, rubbish, ashes, commercial and industrial wastes, green waste, construction and demolition debris, abandoned vehicles and parts thereof, discarded home and industrial appliances, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes. **SOLID WASTE or WASTE** includes Recyclable Materials that are discarded by the generators of such materials and mixed waste which include both recyclable and non-recyclable materials. **SOLID WASTE or WASTE** does not include any of the following wastes: (1) hazardous waste, as defined in Public Resources Code Section 40141; (2) radioactive waste; and (3) medical waste regulated pursuant to the Medical Waste Management Act. It includes all Recyclable Materials that are discarded by the generator, and mixed waste. **SOLID WASTE** does not include exempt waste, as defined above.

SOURCE SEPARATE. The process of removing Recyclable Materials and Organic Waste from Solid Waste at the place of generation, prior to collection, and placing them into separate Containers that are separately designated for Recyclable Materials.

SOURCE SEPARATED ORGANIC WASTE. Organic Waste that can be placed in an Organics Container that is specifically intended for the separate collection of Organic Waste by the Generator, excluding Source Separated Recyclable Materials, carpets, non-Compostable paper, and textiles.

SOURCE SEPARATED RECYCLABLE MATERIALS. Source Separated Organic Wastes that can be placed in a Recycling Container that is limited to the collection of those Organic

Wastes and Non-Organic Recyclables as defined in 14 CCR Section 18982(a)(43), or as otherwise defined by 14 CCR Section 17402(a)(18.7).

SOURCE SEPARATED RECYCLABLE MATERIALS. Source Separated Non-Organic Recyclables and Source Separated Organic Recyclables.

SPECIAL HANDLING MATERIALS. All materials which are defined as requiring special handling for the public health and safety by federal, state, or county statutes, legislation, policies, or rules and regulations. SPECIAL HANDLING MATERIALS shall also mean those things which are not dangerous in and of themselves, but which may impose a hazard to the public health when combined with other materials which may be found in a waste stream or disposal site, or which may contaminate water supplies or other facilities used by the public and not disposed of properly, or which cannot be conveniently handled using standard equipment and procedures. Examples include, but are not limited to, used automobile oil and filters, household cleaners which are not inherently hazardous, and large-sized or bulk materials or materials too heavy to dispose of through the normal container process.

SUBSCRIBER. All persons, firms, corporations, or entities which generate or accumulate Solid Waste, rubbish, Recyclables/salvageable materials, hazardous materials, infectious wastes, or special handling materials within the boundaries of the city as they may exist from time to time.

SUPERMARKET. A full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

TIER ONE COMMERCIAL EDIBLE FOOD GENERATOR means a Commercial Edible Food Generator that is one of the following:

- (1) Supermarket.
- (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- (3) Food Service Provider.
- (4) Food Distributor.
- (5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply.

TIER TWO COMMERCIAL EDIBLE FOOD GENERATOR means a Commercial Edible Food Generator that is one of the following:

(1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.

(2) Hotel with an on-site Food Facility and 200 or more rooms.

(3) Health facility with an on-site Food Facility and 100 or more beds.

(4) Large Venue.

(5) Large Event.

(6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.

(7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply.

TRASH. Solid Wastes placed in the designated container for disposal to landfill.

TRASH CONTAINER. A Container used for the purpose of storage and collection of Trash.

WASTE DIVERSION. Any effort to reduce the amount of waste disposed of at landfill by reduction, reuse, recycling or composting.

WHOLESALE FOOD VENDOR. A business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

§ 6-3.02 *TRASH, ORGANICS, AND RECYCLABLE MATERIALS; MANDATORY SERVICE.*

Every owner, proprietor, person in possession, manager, or other person, firm, or corporation having the charge or control of any occupied property shall be subject to the provisions of this section based on the property types as defined.

Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

(A) Single-Family Organic Waste Generators shall comply with the following requirements.

- (1) Shall subscribe to City's three-container collection services for Trash, Recyclable Materials, and Organics. City shall have the right to review the number and size of a Generator's Containers to evaluate adequacy of capacity provided for each type of collection service for proper separation and containment of materials; and, Single-

Family generators shall adjust their service level for collection services as requested by the City.

- (2) Shall participate in the City's three-container collection service(s) by placing designated materials in designated containers as described below and shall not place Prohibited Container Contaminants in collection containers. Generator shall place Source Separated Organic Waste, including Food Waste, in the Organics Container; Source Separated Recyclable Materials in the Recycling Container; and Trash in the Trash Container. Generators shall not place materials designated for the Trash Container into the Organics Container or Recycling Container.

(B) Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

- (1) Subscribe to City's three-container collection services and comply with requirements of those services as described below:
 - (a) Generator shall place Source Separated Organic Waste, including Food Waste, in the Organics Container; Source Separated Recyclable Materials in the Recycling Container; and Trash in the Trash Container. Generators shall not place materials designated for the Trash Container into the Organics Container or Recycling Container.
 - (b) City shall have the right to review the number and size of a Generator's Containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation and containment of materials; and Commercial Businesses shall adjust their service level for their collection services as requested by the City.
- (2) Supply and allow access to an adequate number, size and location of collection containers with sufficient labels or colors (conforming with §6-3.03(A)(3) below) for employees, contractors, tenants, and customers, consistent with City's Recycling Container, Trash Container, and Organics Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with §6-3.08.
- (3) Excluding Multi-Family Residential Dwellings, provide Containers for the collection of Source Separated Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such Containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:

- (a) A body or lid that conforms with the container colors provided through the collection service provided by the Franchised Hauler, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
 - (b) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant to 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
- (4) To the extent practical through education, training, inspection, and/or other measures, prohibit employees from placing materials in a Container not designated for those materials per the City's collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with §6-3.08. For the purpose of this subsection, property managers and maintenance staff are considered employees.
- (5) Inspect Recycling Containers, Organics Containers, and Trash Containers for contamination and inform employees and tenants if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
- (6) Annually provide information to employees, contractors, tenants, and customers about Resource Recovery requirements and about proper sorting of Source Separated Organic Waste and Source Separated Recyclable Materials.
- (7) Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Organic Waste and Source Separated Recyclable Materials separate from Trash (when applicable) and the location of containers and the rules governing their use at each property.
- (8) Provide or arrange access for the City or its agent to their properties during all Inspections to confirm compliance with this chapter and SB 1383 Regulations.
- (9) If a Commercial Business wants to self-haul, meet the Self-Hauler requirements in §6-3.08.

(10) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to §6-3.302

(C) Every person, firm or corporation that generates and that is required by this chapter to dispose of Trash, Organics, and Recyclable Materials shall subscribe with the Contractor for the collection of Trash, Organics, and Recyclable Materials. In the case of any leased or rented single-family dwelling or leased or rented apartment, flat, duplex, or multi-family dwelling, the owner shall ensure that there is adequate collection and disposal service for each occupant residing therein and shall be responsible for the payment of the charges therefor.

(D) The Contractor shall give written notice to the City Manager or his or her designee of the address of any commercial or industrial business or occupied premises within the City which is not furnished with the collection and disposal service provided by the Contractor.

(E) Failure to subscribe for and correctly participate in the collection of Trash, Organics, and Recyclable Materials as required by this code is unlawful. In addition to the penalties provided in Chapter 2 of Title 1 of this code, failure to subscribe for the collection and disposal of Trash, Organics, and Recyclable Materials may also result in abatement action by the city, including the City directing the Contractor to adjust service levels on an account on behalf of the property owner in incremental periods of six months.

(F) If the city manager or his or her designee determines that any person, firm, corporation or entity has failed to subscribe for the collection of Trash, Organics, and Recyclable Materials as required by this code, a written notice may be sent to the person, firm, corporation or entity informing them of the violation and the requirements of this chapter. The notice shall direct the recipient to subscribe with the contractor within ten days after the date of the notice and the penalties for continued failure to comply.

(G) Any person, firm, corporation or other entity may apply for an exemption to the requirements of this chapter upon the showing that the premises are unoccupied. Such application shall be made on any form supplied by the city.

(H) No provision of this chapter shall be construed to prevent an owner from requiring the tenant to furnish the containers required by this chapter, or to subscribe for the collection of Trash, Organics, and Recyclable Materials; provided, however, that such arrangement does not excuse the owner of his or her obligations under this chapter if the tenant fails to comply.

(I) Nothing in this chapter shall be construed to prevent any person, firm, corporation, or entity from the periodically removing and disposing of Trash, Recyclables, and Organics from premises owned, managed or controlled by that person as long as the self-haul requirements of § 6-3.08 are followed and the material removed does not include hazardous, infectious or special handling materials, or to so remove the material would constitute a hazard to the public health or safety or would constitute a public nuisance, or unless such person, firm, corporation or entity is engaged in the business of hauling.

(J) Owners of a structure or property that is vacant but maintains water services for irrigation, property maintenance or similar purpose, may apply to the City Manager or designee for exception to the requirement for Solid Waste service. The conditions and terms of this exemption may be restricted.

§ 6-3.03 SOLID WASTE AND RECYCLING CONTAINERS; LOCATION.

(A) Commercial accounts. All subscribers of commercial accounts shall comply with the following requirements regarding containers and their placement:

(1) All Trash, Organics, and Recyclable Materials containers and dumpsters shall be placed and maintained in a location readily accessible to the contractor and not constituting either a fire hazard or a public nuisance.

(2) Upon written notification from the city that containers are being maintained in a hazardous or offensive condition, they shall be relocated immediately by the subscriber.

(3) Failure to relocate the Containers following notice shall be unlawful and constitute an infraction, punishable as specified in this code.

(B) Residential accounts. All subscribers of residential accounts shall comply with the following requirements regarding containers and their placement:

(1) It shall be the duty of every residential subscriber to place the containers in the street, with the wheels against the curb, not earlier than 6:00 p.m. the night before the scheduled pickup. There must be at least three feet of space between each Container and four feet between any Container and any other object on the street, such as vehicles.

(2) All Containers shall be removed from the city right-of-way at the end of the day on the scheduled collection day.

(3) It shall be unlawful to place hot ashes or similar materials in Containers. Violations of this provision shall subject the violator to civil liability for any loss, cost or damage of the public or the Contractor for such violation.

(C) Trash, Organics, and Recyclable Materials shall not be transferred from a non-subscribing premises to any other premises.

§ 6-3.04 TRASH, ORGANICS AND RECYCLABLE MATERIALS CONTAINERS; TYPE PERMITTED; CLEANING.

(A) Only those containers defined in § 6-3.01 of this chapter as subscriber-supplied containers may be supplied or used by subscribers, unless special contractual agreements are made with the contractor for the use of commercial containers and/or other containers approved by the city and contractor, including, but not limited to, containers for Recyclable Materials and Organics. Subscribers shall use containers that are provided by the contractor, except in special situations as authorized by the contractor, such as for the pickup of oil to be recycled.

(B) All containers shall be maintained in a clean and sanitary condition. Failure to do so shall be unlawful and constitute both a public nuisance and an infraction.

(C) Upon the failure of the subscriber to maintain containers in a sanitary condition after notice from the city, the city may order the contractor to clean same. Any such cleaning shall constitute an extra service and shall be the liability of and be recoverable from the subscriber.

§ 6-3.06 BURNING AND BURYING SOLID WASTE.

It shall be unlawful for any person, firm, corporation or entity to discard, burn, or bury any Solid Waste on any private or public property, except at a landfill licensed by the County Health Department. This section does not prohibit composting when accomplished consistent with criteria and standards of the County Health Department.

§ 6-3.07 SOLID WASTE VEHICLES.

(A) It shall be unlawful for any person, firm, corporation or entity to collect, transport, or carry Solid Waste, rubbish, hazardous waste, infectious waste, and/or special handling materials in any vehicle which does not comply with all federal, state, and local waste disposal criteria and regulations.

(B) It shall be unlawful for any person, firm, corporation or entity to throw any Solid Waste, rubbish, hazardous waste, infectious waste, and/or special handling materials directly into any of the contractor's vehicles.

§ 6-3.08 UNLAWFUL COLLECTION OR TRANSPORTING OF SOLID WASTE and SELF-HAUL REQUIREMENTS.

It shall be unlawful for any person, firm, or corporation, other than the Contractor or its employees, or the person, firm, or entity which has contracted with the contractor for such transportation, or unless otherwise excluded or exempted by federal or state law, to collect within the City or to transport or carry any Solid Waste, Trash, Organics, Recyclable Materials, hazardous waste, infectious material, or special handling material through the city with the following exceptions:

- (A) Self-haulers who are hauling Trash, Organics or Recyclables/salvageable materials from their own property or job site for disposal or diversion and who are not engaged in the business of hauling must abide by the following
 - (1) Self-Haulers shall source separate all Recyclable Materials and Organic Waste (materials that City otherwise requires generators to separate for collection in the City's Organics and Recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.
 - (2) Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.

- (3) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:
- (a) Delivery receipts and weight tickets from the entity accepting the waste.
 - (b) The amount of material in cubic yards or tons transported by the Generator to each entity.
 - (c) If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.
 - (d) Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in § 6-3.08(A)(3) to the City if requested.
- (B) A Residential Organic Waste Generator that self-hauls Organic Waste is not required to record or report information in § 6-3.08(A)(3) above.
- (C) The term "Solid Waste" as used in this section shall not include scrap meat, fats or hides from any butcher shop or restaurant, and provided that any person, other than the contractor, removing, collecting or carrying such scrap meat, fats or hides shall first obtain a permit from the City Manager or his or her designee upon a showing that the transportation will be accomplished in a safe and sanitary manner in equipment designed and maintained for that purpose.
- (D) In the event that the city authorizes collection or transporting of Solid Waste due to a declared emergency.

§ 6-3.09 TIME OF COLLECTION.

Unless otherwise directed by the city, such as in emergencies or on a case-by-case basis:

(A) No Solid Waste shall be collected in the business district between the hours of 11:00 a.m. and 10:00 p.m. of each day, except for a one-time special service upon a specific request by a subscriber.

(B) No Solid Waste shall be collected in the residential areas between the hours of 6:00 p.m. and 6:00 a.m.

§ 6-3.10 COLLECTION CONTRACTS.

(A) Authorized. The City Council may let contracts or enter into agreements, including exclusive franchises, contracts or agreements, with any person, firm, or entity for the removal of Trash, Organics, Recyclables/salvageable material, or other waste matter.

(B) Revocation. Any such agreement may be revoked at any time by the City Council for noncompliance with the provisions of this chapter, subject to the terms and conditions of such agreement, including any applicable notice and cure provisions.

(C) Bond. Each such Contractor shall give a bond, payable to the City, in such sum of money as may be fixed in the discretion of the City Council, co-signed by a good and sufficient surety admitted and authorized to do business in California and conditioned for the faithful performance of the duties imposed by the provisions of this chapter and the terms of the agreement entered into with the City. The City, in its discretion, may permit a letter of credit to be substituted in lieu of such bond.

(D) Workers' Compensation insurance. Such agreement shall require that the contractor procure for the period covered by the contract full workers compensation insurance as required by state law.

(E) Liability insurance. Such agreement shall require that the Contractor obtain and maintain liability insurance in amounts and coverage details acceptable to the City Attorney and City Council.

(G) Resource Recovery Requirements for Haulers and Facility Operators:

(1) The Franchised Contractor providing residential, commercial, or industrial Organic Waste collection services to Generators within the City's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the City to collect Organic Waste:

(a) Through written notice to the city annually on or before May 1st, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Organic Waste.

(b) Transport Source Separated Recyclable Materials, Source Separated Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.

(c) Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1 and §6-3, Article II of this Code.

(2) Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon the City's request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.

(3) Community Composting operators, upon the City's request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

§ 6-3.11 FREQUENCY OF SOLID WASTE COLLECTION.

(A) All Trash, Organics, and Recyclable Materials shall be collected not less frequently than once every seven days with the following exceptions:

- a. More frequent collections shall be made at those premises where it is determined by the City Manager, or his or her designee, that one collection each week is insufficient to maintain the premises in a clean and sanitary condition.
- b. Single Family Residential services shall be allowed to have bi-weekly collection of materials as determined by the Franchise Agreement.

(B) The rates to be charged by the contractor for services shall not exceed the maximum rates authorized by the City Council in the agreement or by subsequent modifications thereto.

§ 6-3.12 COLLECTION BILLING.

The contractor may bill the subscribers in advance. However, the billing periods shall be at least as often as quarterly.

§ 6-3.13 COLLECTION; NONPAYMENT.

(A) It shall be unlawful for any subscriber to fail, neglect or refuse to pay the contractor the rates approved by the City Council for such service. Upon an application by the contractor to the city, the city is authorized to use its enforcement authority, including but not limited to, the right to subscribe to Solid Waste or other service for the subject property in six-month increments up to one year and place a special assessment lien the property to which the subscription services are provided, pursuant to the procedures set forth in § 1-5.09 of this code.

(B) If the contractor terminates service to any nonpaying subscriber, such subscriber, as a condition precedent to the reestablishment of service, shall fully comply with the current billing practices and policies of the contractor, including but not limited to, requirements to pay in cash or cash equivalent, prepayment of one full billing cycle, payment of all costs of collection and payment of a reinstatement fee.

(C) All costs of collecting delinquent payments including, but not limited to, interest charges, collection agency charges, and attorney fees and costs shall be added to and become a part of the charges owed for the services rendered to the subscriber by the contractor and shall be governed by this chapter in the same manner as the original charges and may be placed against the property as a special assessment lien.

§ 6-3.14 UNLAWFUL TO DUMP ON PUBLIC OR PRIVATE PROPERTY.

It shall be unlawful for any person, firm, or corporation to deposit or dump any Solid Waste in any location on public or private property, unless in a location specifically authorized in writing by the city.

§ 6-3.15 PLACE AND MANNER OF DUMPING; COMPLIANCE WITH REGULATIONS.

The contractor and any person acting with its authority shall conform with all laws, ordinances, and regulations of the federal, state, county and city authorities as to the place and manner of dumping Solid Waste collected in the city.

§ 6-3.16 INSPECTION AND ENFORCEMENT DUTIES OF THE CITY MANAGER.

It shall be the right of the City Manager or his or her designee to inspect and supervise all vehicles used in the collection, handling and disposal/recycling of Solid Waste and to ascertain that such vehicles are kept clean and sanitary.

§ 6-3.17 REMOVAL OF RECYCLABLE MATERIALS.

It shall be unlawful for any person other than the contractor to remove or take Recyclable Materials from containers which are left on or near the sidewalk for the contractor's collection and removal. Containers having the contractor's name or initials indicated thereon shall be presumed to be left for its collection.

§ 6-3.18 Inspections and Investigations

(A) City Enforcement Officer and/or its Designee are authorized to conduct Inspections and investigations, at random or otherwise, of any Collection Container, Collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this Sections 6-3.02, 6-3.08, 6-3.10, and 6-3.302 through 6-3.303 by Organic Waste Generators, Commercial Businesses, property owners, Tier One and Tier Two Commercial Edible Food Generators, Haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. City may conduct Container Inspections for Prohibited Container Contaminants using Remote Monitoring.

(B) Regulated entities shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City Enforcement Officer or Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in Containers, Edible Food Recovery activities, records, or any other requirement of this chapter described herein. Failure to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any Inspection or investigation is a violation of this chapter and may result in penalties described.

(C) Any records obtained by a City or Designee for Edible Food Recovery during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

(D) City Enforcement Officer and/or its Designee, are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this chapter, subject to applicable laws.

§ 6-3.19 Enforcement

(A) The City may take Enforcement Actions, including the issuance of an administrative citation and assessment of a fine, against persons and entities for violating this chapter. The City's procedures on the imposition of administrative fines under Chapter 5 of Title 1 of this Code shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this chapter and any rule or regulation adopted pursuant to this chapter.

(B) The City Enforcement Officer and/or its Designee will monitor compliance with the SB 1383 Regulations, including Sections 6-3.02, 6-3.08, 6-3.10, and 6-3.302 through 6-3.303, randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program (that may include Remote Monitoring).

(C) Education of SB 1383 Requirements.

(1) Beginning January 1, 2022 and through December 31, 2023, the City or its Designee may conduct Inspections, Remote Monitoring, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance with the SB 1383 Regulations, including Sections 6-3.02, 6-3.08, 6-3.10, and 6-3.302 through 6-3.303, and if City or its Designee determines that Organic Waste Generator, Self-Hauler, Hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials and/or, for the purposes of Edible Food Recovery, training to the entity describing its obligations under this chapter and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(2) The City Manager or his or her designee shall work with the Contractor and other entities to conduct outreach and educate waste generators regarding compliance with the SB 1383 Regulations, including Sections 6-3.02, 6-3.08, 6-3.10, and 6-3.302 through 6-3.303.

(3) The City Manager or his or her designee shall work with the Contractor to annually identify residences and Commercial Businesses subject to the SB 1383 Regulations, including Sections 6-3.02, 6-3.08, 6-3.10, and 6-3.302 through 6-3.303.

(D) Beginning January 1, 2024, if the City or its Designee determines that an Organic Waste Generator, Self-Hauler, Hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with the SB 1383 Regulations, including Sections 6-3.02, 6-3.08, 6-3.10, and 6-3.302 through 6-3.303, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to this section, as needed.

(E) Prior to taking any Enforcement Action against a person, business, or entity for violating the SB 1383 Regulations, including Sections 6-3.02, 6-3.08, 6-3.10, and 6-3.302 through 6-3.303, the City shall first notify the person, business, or entity and provide an opportunity to correct the violation through the issuance of a Notice of Violation by a City Enforcement Officer. Notices shall be sent to the “owner” at the official address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the residential dwelling or Commercial property or to the party responsible for paying for the Collection services, depending upon available information. This notice shall contain the information required by Antioch Municipal Code section 1-5.04. The notice shall state the person, business, or entity has 60 days to correct the violation. The person, business, or entity shall be responsible for ensuring and demonstrating compliance with the requirements of the SB 1383 Regulations, including Sections 6-3.02, 6-3.08, 6-3.10, and 6-3.302 through 6-3.303, within the 60-day time frame provided in the notification of violation. Failure to demonstrate compliance shall be cause for enforcement.

(F) For incidences of Prohibited Container Contaminants found in containers, City Enforcement Officer will issue a Notice of Violation to any generator found to have Prohibited Container Contaminants in a Container. Such notice will be provided via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants or within 30 days after determining that a violation has occurred. Notwithstanding the foregoing, the City may issue administrative citations immediately for container contamination and failure to subscribe to collection service as required by Section 6-3.02. The City may pursue enforcement of the provisions of this chapter through administrative, civil, or criminal proceedings.

(G) The penalty levels for violations are the penalties set forth in Section 1-5.06(A).

(H) The City or its Designee may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this section if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

(1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;

(2) Delays in obtaining discretionary permits or other government agency approvals; or,

(3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(I) Persons receiving an administrative citation containing a penalty for an uncorrected Notice of Violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with City’s procedures in the City’s code for appeals of administrative citations. Evidence may be presented at the hearing.

The City will appoint a hearing officer who shall conduct the hearing and issue a final written order.

ARTICLE II: CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING

§ 6-3.201 DEFINITIONS.

For the purpose of this article, the following definitions shall apply unless the context indicates or requires a different meaning.

APPLICANT. Any individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever who applies to the city for the applicable permits to undertake construction, demolition, or renovation project within the city.

CONSTRUCTION. The building of any facility or structure or any portion thereof including tenant improvements to an existing facility or structure.

CONSTRUCTION AND DEMOLITION DEBRIS or C&D DEBRIS. Used or discarded materials removed from premises during construction or renovation of a structure resulting from construction, remodeling, repair, or demolition operations on any pavement, house, commercial building, or other structure.

CONVERSION RATE. The California Integrated Waste Management's accepted conversion rate used in estimating the volume or weight of materials identified in a waste management plan.

COVERED PROJECT shall have the meaning set forth in § 6-3.202 and must comply with the 2019 California Green Building Standards Code (CALGreen) and any future changes made to the threshold for covered projects under that code.

DECONSTRUCTION. The process of carefully dismantling a building or structure in order to salvage components for reuse or recycling.

DEMOLITION. The decimating, razing, ruining, tearing down or wrecking of any facility, structure, pavement or building, whether in whole or in part, whether interior or exterior.

DIVERSION REQUIREMENT. The redirection from the waste stream of at least 65% of the total construction and demolition debris generated by a project via reuse or recycling, and must comply with the 2019 California Green Building Standards Code (CALGreen) and any future changes made to the diversion rate under that code unless the applicant has been granted an infeasibility exemption, in which case the DIVERSION REQUIREMENT shall be the maximum feasible diversion rate established by the WMP Compliance Official for the project.

DIVERT. To use material for any purpose other than disposal in a landfill or transformation facility.

NONCOVERED PROJECT shall have the meaning set forth in § 6-3.202(B).

PROJECT. Any activity, which requires an application for a building or demolition permit, or any similar permit from the city.

RECYCLING. The process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become Solid Waste, and returning them to the economic

mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

RENOVATION. Any change, addition, or modification in an existing structure.

REUSE. Further or repeated use of materials in their original form.

SALVAGE. The controlled removal of construction or demolition debris from a permitted building or demolition site for the purpose of recycling, reuse, or storage for later recycling or reuse.

TENANT IMPROVEMENTS. A project involving structural or other modifications of an existing property resulting in the generation of C&D debris.

TOTAL COSTS. The total construction value of the project using standard commercial and residential valuation formulas.

VENDOR. A hauler of commercial recycling materials authorized by the City of Antioch.

WASTE MANAGEMENT PLAN (WMP). A completed WMP form, approved by the city for the purpose of compliance with this article, submitted by the applicant for any covered project. Prior to project start, the WMP shall identify the types of C&D debris materials that will be generated for disposal and recycling. A completed WMP contains actual weight or volume of the material disposed or recycled.

WMP COMPLIANCE OFFICIAL. The Community Development Director or his or her designee.

§ 6-3.202 THRESHOLD FOR COVERED PROJECTS.

(A) Covered projects.

(1) The following projects shall comply with this article:

- (a) All new structures;
- (b) All permitted non-residential additions and alterations;
- (c) Permitted residential additions or alterations that add to the conditioned area of the property;
- (d) Demolition of any structure or portion of a structure larger than 120 square feet.

(2) For the purposes of determining whether a project meets the foregoing thresholds, all phases of a project and all related projects taking place on a single or adjoining parcel, as determined by the WMP Compliance Official, shall be deemed a single project.

(B) Noncovered projects. Applicants for construction, demolition, and renovation projects within the city which are not covered projects ("noncovered projects") shall be encouraged to divert as much project-related construction and demolition debris as possible.

(C) Building and demolition permits. No building, site development or demolition permit shall be issued for a covered project unless and until the WMP Compliance Official has approved a WMP for the project. Compliance with the provisions of this article shall be listed as a condition of approval on any building, site development or demolition permit issued for a covered project.

(D) Projects sponsored by the city. All construction, demolition and renovation projects sponsored by the city shall be considered covered projects for the purposes of this chapter.

The project sponsor shall submit a WPM to the official prior to beginning any or activities and shall be subject to all applicable provisions of this chapter.

§ 6-3.203 SUBMISSION OF WASTE MANAGEMENT PLAN.

(A) WMP forms. Applicants for building, demolition, or site development permits involving any covered project shall complete and submit a waste management plan ("WMP"), on a WMP form approved by the city for this purpose as part of the application packet for the building, demolition, or site development permit. The completed WMP shall indicate all of the following:

- (1) A list of the C&D Debris material types to be generated;
- (2) The vendor or facility that the applicant proposes to use to collect or receive the materials; and
- (3) Acknowledgment of responsibility. The WMP shall be signed by both the contractor and owner indicating that:
 - (a) Understanding of consequences of not meeting the diversion requirement including being subject to fines; and
 - (b) They are responsible for the actions of their subcontractors with regard to this diversion requirement.

(B) Deconstruction. In preparing the WMP, applicants for building, demolition, or site development permits involving the removal of all or part of an existing structure shall consider deconstruction, to the maximum extent feasible, and shall make the materials generated thereby available for salvage prior to landfilling. Materials generated in this process shall be considered divertable C&D debris and included in the amount of waste generated.

§ 6-3.204 REVIEW OF WASTE MANAGEMENT PLAN.

(A) Approval.

(1) Notwithstanding any other provision of this code, no building, demolition, or site development permits shall be issued for any covered project, nor shall any demolition, construction or renovation take place on any covered project, unless and until the WMP Compliance Official has approved the WMP. The WMP Compliance Official shall only approve a WMP if he or she first determines that all of the following conditions have been met:

- (a) The WMP provides all of the information required by this article;
- (b) The WMP indicates that diversion requirement for all C&D debris generated by the project will be met.

(2) If the WMP Compliance Official determines that these two conditions have been met, he or she shall mark the WMP "Approved" and return a copy of the WMP to the applicant.

(B) Nonapproval. If the WMP Compliance Official determines that the WMP fails to 1) list all C&D materials to be generated, 2) indicate that diversion requirement will be met, or 3) have both the contractor's and owner's signatures, he or she shall either:

- (1) Return the WMP to the applicant marked "Denied," including a statement of reasons, or
- (2) Return the WMP to the applicant marked "Further Explanation Required", or
- (3) Return the WMP to the applicant marked "Temporary Permit" which will be valid for the period specified.

§ 6-3.205 INFEASIBILITY EXEMPTION.

(A) Application. If an applicant for a covered project experiences unique circumstances that the applicant believes make it infeasible to comply with the diversion requirement, the applicant may apply for an exemption at the time that he or she submits the WMP. Increased costs to the applicant generally will not be a sufficient basis for an exemption unless such costs are extraordinary. The applicant shall indicate on the WMP the maximum amount of diversion he or she believes is feasible for each material and the specific circumstances that he or she believes make it infeasible to comply with the diversion requirement.

(B) Meeting with WMP Compliance Official. The WMP Compliance Official shall review the information supplied by the applicant and may meet with the applicant to discuss possible ways of meeting the diversion requirement. Upon request of the city, the WMP Compliance Official may request the staff from the Solid Waste Division attend this meeting or may require the applicant to request a separate meeting with Solid Waste Division staff. Based on the information supplied by the applicant and, if applicable, Solid Waste Division staff, the WMP Compliance Official shall determine whether it is possible for the applicant to meet the diversion requirement.

(C) Granting of Exemption. If the WMP Compliance Official determines that it is infeasible for the applicant to meet the diversion requirement due to unique circumstances, he or she shall establish a minimum feasible diversion rate for each material and shall indicate this rate on the WMP submitted by the applicant. The WMP Compliance Official shall return a copy of the WMP to the applicant marked "Approved for Infeasible Exemption."

(D) Denial of exemption. If the WMP Compliance Official determines that it is feasible for the applicant to meet the diversion requirement, he or she shall so inform the applicant in writing. The applicant shall have 30 days to resubmit a WMP form.

§ 6-3.206 SUBMITTAL OF COMPLETED WASTE MANAGEMENT PLAN.

(A) Documentation.

(1) No permit or approvals related to the project site shall be issued by the city until the applicant complies with the provisions of this section. The completed WMP must be approved prior to final occupancy. A temporary occupancy may be granted by the Building Official.

(2) The applicant shall submit documentation along with a completed WMP that documents the diversion requirement for the project has been met to the City Compliance Official in order to receive final occupancy approval. This documentation shall include the following:

(a) The completed WMP submitted for approval shall list for each construction and demolition material type generated the actual material volume or weight the project generated and receipts from both the disposal and recycling facilities and/or licensed haulers and vendors that received each material showing clearly whether the material was disposed or recycled;

(b) Any additional information the applicant believes is relevant to determining its efforts to comply in good faith with this article.

(B) Weighing of wastes. Applicants shall make reasonable efforts to ensure that all C&D debris diverted or landfilled are measured and recorded using the most accurate method of measurement available. To the extent practical, all construction and demolition debris shall be weighed by measurement on scales. Such scales shall be in compliance with all regulatory requirements for accuracy and maintenance. For construction and demolition debris for which weighing is not practical due to small size or other considerations, a volumetric measurement shall be used.

(C) Determination of compliance and release of permit. The WMP Compliance Official shall review the information submitted under division (A) above and determine whether the applicant has complied with the diversion requirement, as follows:

(1) Full compliance. If the WMP Compliance Officer determines that the applicant has fully complied with the diversion requirement applicable to the project, he or she shall indicate such compliance on the WMP.

(2) Good faith effort to comply. If the WMP Compliance Official determines that the diversion requirement has not been achieved, he or she shall determine on a case-by-case basis whether the applicant has made a good faith effort to comply with this article. In making this determination, the WMP Compliance Official shall consider the availability of markets for the C&D debris landfilled, the size of the project, and the documented efforts of the applicant to divert C&D debris. If the WMP Compliance Official determines that the applicant has made a good faith effort to comply with this article, he or she shall so indicate on the WMP.

(3) Noncompliance. If the WMP Compliance Official determines that the applicant has not made a good faith effort to comply with this article, or if the applicant fails to submit the documentation required by division (A) above within the required time period, then the applicant shall be in violation of this article and be liable for a civil penalty, including that authorized by § 9-5.2707.1 of this code, in addition to any other remedy provided by this article.

§ 6-3.207 APPEAL.

Appeal of a determination made under this article shall be made to the Director of Community Development or his or her designee.

ARTICLE III: EDIBLE FOOD RECOVERY

§ 6-3.301 Definitions

For terms used in this Article, the Definitions in §6-3.01 apply.

§ 6-3.302 Requirements for Commercial Edible Food Generators

(A) Tier One Commercial Edible Food Generators must comply with the requirements of this Article commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

(B) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

(C) Commercial Edible Food Generators shall comply with the following requirements:

(1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.

(2) Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

(3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.

(4) Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.

(5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:

(a) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).

(b) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

(c) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:

- i. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
- ii. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
- iii. The established frequency that food will be collected or self-hauled.

- iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

(D) Nothing in this chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

§6-3.303. Requirements for Food Recovery Organizations and Services,

(A) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

(1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.

(2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.

(3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.

(4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

(B) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

(1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.

(2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.

(3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

(C) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with

one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City it is located in the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than May 1st of each year.

- (D) In order to support Edible Food Recovery capacity planning assessments or other studies, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

CHAPTER 3: SOLID WASTE AND ~~RUBBISH~~RESOURCE RECOVERY

~~Section~~

Article I: Solid Waste Collection ~~and Recycling~~for Resource Recovery

6-3.01 Definitions

6-3.02 ~~Solid waste~~Trash, organics, and ~~recycling~~recyclable materials; mandatory service

6-3.03 ~~Solid waste~~Trash, organics, and ~~recycling~~recyclable materials; containers; location

6-3.04 ~~Solid waste~~Trash, organics, and ~~recycling containers~~recyclable materials; type permitted; cleaning

~~6-3.05 Green waste collection~~

6-3.06 Burning and burying solid waste

6-3.07 Solid waste vehicles

6-3.08 Unlawful collection or transporting of solid waste and Self-Haul requirements

6-3.09 Time of collection

6-3.10 Collection contracts

6-3.11 Frequency of solid waste and rubbish collection

6-3.12 Collection billing

6-3.13 Collection; nonpayment

6-3.14 Unlawful to dump on public or private property

6-3.15 Place and manner of dumping; compliance with regulations

6-3.16 Inspection and enforcement duties of the City Manager

6-3.17 Removal of recyclable materials

6-3.18 Inspections and investigations

6-3.19 Enforcement

Article II: Construction and Demolition Debris Recycling

6-3.201 Definitions

6-3.202 Threshold for covered projects

6-3.203 Submission of waste management plan

6-3.204 Review of waste management plan

6-3.205 Infeasibility exemption

6-3.206 Submittal of completed waste management plan

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Article III: Edible Food Recovery

6-3.301 Definitions

6-3.302 Requirements for Commercial Edible Food Generators

6-3.303 Requirements for Food Recovery Organizations and Services

ARTICLE I: SOLID WASTE COLLECTION ~~AND RECYCLING~~FOR RESOURCE RECOVERY

§ 6-3.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ADEQUATE SIZE or ADEQUATE LEVEL OF SERVICE. The subscription to collection services from the franchised contractor of containers of sufficient size -and/or frequency of service that all ~~solid waste, green waste~~ Trash, Organics, and/or recyclable materials Recyclable Materials are enclosed within ~~the~~their respective container with the top of the container in a fully closed position ready for collection.

—AGREEMENT. A contract entered into between the city and the contractor providing for, among other things, the award of a franchise, payment of franchise fees, and procedures for the contractor's collection and disposal of materials and the setting of rates and charges for services.

CALIFORNIA CODE OF REGULATIONS or "CCR". State of California Code of Regulations. CCR references are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

CALRECYCLE. California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on cities (and others).

CITY. The City of Antioch, California.

CITY COUNCIL. The City Council of the City of Antioch, California.

CITY MANAGER. The City Manager of the City of Antioch or his or her designee.

CODE. The Antioch Municipal Code.

COLLECTION.— The act of collecting Solid Waste, Recyclables, or Organic Waste at or near the place of generation or accumulation.

COMMERCIAL BUSINESS or COMMERCIAL. A firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling with five or more units, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.

COMMERCIAL EDIBLE FOOD GENERATOR. Tier One or Tier Two Commercial Edible Food Generator as defined in this section or as otherwise defined in 14 CCR Sections 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators.

COMMUNITY COMPOSTING. Any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total

amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4), or, as otherwise defined by 14 CCR Section 18982(a)(8).

COMPLIANCE REVIEW. A review of records by the City to determine compliance with this chapter.

COMPOST. Product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility or as in 14 CCR Section 17896.2(a)(4).

COMPOSTABLE PLASTICS or COMPOSTABLE PLASTIC. Plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

CONSTRUCTION AND DEMOLITION DEBRIS or C&D. Has the same definition as in Section 6-3.201 of this Code.

CONTAINER. An ~~approved receptacle for~~ approved receptacle for the storage and disposal of ~~solid waste, green waste or recyclable materials~~ Trash, Organics, and Recyclable Materials, including contractor-supplied receptacles such as carts, bins, or drop boxes (or roll-off box, debris box); and also including subscriber-supplied containers for extra materials set out for collection, however limited as to size and weight as specified in the franchise agreement.

~~—COMMERCIAL CONTAINER shall refer to a receptacle supplied by the contractor to the subscriber and constructed of metal, plastic, or other suitable material in such a fashion as to be water-tight.~~

~~—CONTAINER CONTAMINATION or CONTAMINATED CONTAINER. A container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).~~

CONTRACTOR or FRANCHISED CONTRACTOR. The person or entity with whom the ~~city~~ City contracts for the collection and disposal of ~~solid waste~~ Solid Waste, including ~~rubbish, green waste, recyclable~~ Trash, Organics, and Recyclable Materials or other waste materials ~~or~~.

DESIGNEE. An entity that a City contracts with or otherwise arranges to carry out any of the City's responsibilities of this chapter as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

EDIBLE FOOD. Food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in the SB 1383 Regulations require or authorize the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

ENFORCEMENT ACTION. An action of the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

ENFORCEMENT OFFICER. The City Manager, county administrative official, chief operating officer, executive director, public works director or other executive in charge or their authorized Designee(s) who is/are partially or wholly responsible for enforcing this chapter.

[UG1]EXCLUDED WASTE. Hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including land use restrictions or conditions; waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in the City's or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City or its Designee to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include used motor oil and filters, household batteries, universal wastes, and/or latex paint when such materials are defined as allowable materials for collection through the City's collection programs and the generator or customer has properly placed the materials for collection pursuant to instructions provided by the Contractor for collection services.

—FOOD DISTRIBUTOR. A company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

FOOD FACILITY. Has same meaning as in Section 113789 of the Health and Safety Code.

FOOD RECOVERY. Actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

FOOD RECOVERY ORGANIZATION. An entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

(1) A food bank as defined in Section 113783 of the Health and Safety Code;

(2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety Code; and,

(3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply.

FOOD RECOVERY SERVICE. A person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

FOOD SCRAPS. All food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

FOOD SERVICE PROVIDER. An entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

FOOD-SOILED PAPER. Compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

FOOD WASTE. Food Scraps, Food-Soiled Paper, and Compostable Plastics.

GARBAGE. See ~~Solid Waste~~Trash.

—GENERATOR or WASTE GENERATOR. A person or entity that is responsible for the initial creation of waste.

GREEN WASTE. All plant matter cut, trimmed, or pruned from the ~~subscriber's~~generator's premises, including grass, garden plants, flowers, and tree and shrubbery trimmings, but excluding cactus, palm fronds and bamboo.

—GROCERY STORE. A store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR § 18982(a)(30).

HAULER ROUTE. The designated itinerary or sequence of stops for each segment of the City's collection service area, or as otherwise defined in 14 CCR § 18982(a)(31.5).

HAZARDOUS MATERIALS. All materials which are defined as being hazardous to the public health or safety by federal, state, or county statutes, legislation, policies, or rules and regulations. Hazardous materials/waste may include those things which are not hazardous in and of themselves, but which may become hazardous in combination with other materials which may be found in the waste stream. Examples include, but are not limited to, fireworks, gunpowder, antifreeze, paint thinner, mineral spirits, paint, asbestos, insecticides, weed killer, household cleaners with lye or ammonia, and medicines.

–HIGH DIVERSION ORGANIC WASTE PROCESSING FACILITY. A facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the "Mixed waste organic collection stream" as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

INFECTIOUS WASTE. All waste materials which are defined as being injurious to the public health or safety by federal, state, or county statutes, legislation, policies, or rules and regulations. Examples include, but are not limited to, needles and syringes and other instruments used to administer medication, disposable diapers, rags or other materials used to clean areas infected by human or animal waste, and other materials contaminated with or exposed to infected or contagious persons, animals, or materials.

–INSPECTION. A site visit where the City reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Trash, Recyclable Materials, Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this chapter.

LARGE EVENT. An event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply.

LARGE VENUE. Permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. A site under common ownership or control that

includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply.

LOCAL EDUCATION AGENCY. A school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

MIXED WASTE ORGANIC COLLECTION STREAM or MIXED WASTE. Organic Waste collected in a Container that is required by 14 CCR §§ 18984.1, 18984.2 or 18984.3 to be taken to a High Diversion Organic Waste Processing Facility or as otherwise defined in 14 CCR Section 17402(a)(11.5).

MULTIPLE-FAMILY DWELLING or MULTI-FAMILY RESIDENTIAL DWELLING or MULTI-FAMILY. Premises used for residential purposes with five (5) or more dwelling units, including condominium projects, duplexes, townhouse projects, apartment houses, or mobile home parks, irrespective of whether residence therein is transient, temporary or permanent which receive collection services from centralized locations. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

NOTICE OF VIOLATION or NOV. A notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

OCCUPIED. Any structure or property that is served by an active water account.

ORGANIC WASTE or ORGANICS. Includes food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

ORGANIC WASTE CONTAINER or ORGANICS CONTAINER. A Container used for the purpose of storage and collection of Source Separated Organic Waste.

ORGANIC WASTE GENERATOR. Person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

PAPER PRODUCTS. Including but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

PRINTING AND WRITING PAPERS. Including but not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

PROHIBITED CONTAINER CONTAMINANTS. Materials placed in the incorrect container for resource recovery, includes the following: (i) discarded materials placed in the Recycling Container that are not identified as acceptable Source Separated Recyclable Materials for the City's Recycle Container; (ii) discarded materials placed in the Organics Container that are not identified as acceptable Source Separated Organics for the City's Organics Container; (iii) discarded materials placed in the Trash Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Organic Waste to be placed in City's Organics Container and/or Recyclable Materials Container; and, (iv) Excluded Waste placed in any Container.

RECOVERY. Any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

RECYCLABLES or RECYCLABLE MATERIALS. Defined as and including glass, paper, cardboard, wood, concrete, plastic, used motor oil and filters, ferrous and non-ferrous metal, aluminum, and any other waste materials that are capable of being recycled. ~~The terms~~

RECYCLE, RECYCLED ~~and/or~~ RECYCLING ~~each refer to the.~~ The process of collecting, sorting, cleansing, treating, reconstituting and/or selling recycling materials, and returning them to use in the economy. It includes construction and demolition debris, including asphalt and concrete. (See regulations regarding management plan for construction and demolition debris, at § 6-3.201 et seq. of the Antioch Municipal Code.)

—RECYCLED-CONTENT PAPER. Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR § 18982(a)(61).

RECYCLING CONTAINER. Has the same meaning as in 14 CCR § 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials.

RECYCLING FACILITY. A business that collects or processes Recyclable Materials.

REFUSE. See Trash.

REMOTE MONITORING. The use of the internet of things and/or wireless electronic devices to visualize the contents of Trash Containers, Recycling Containers, and Organics Containers, for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.

RESIDENTIAL. Any residential dwelling.

RESOURCE RECOVERY. Managing Solid Waste and sorting them in a manner as to maximize the ability to use discarded material to create valuable products as new outputs. The aim is to reduce the amount of waste generated, thereby reducing the need for landfill space, optimizing the values created from waste and reducing the need to use raw materials in the manufacturing process.

—ROUTE REVIEW. A visual Inspection of Containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

RUBBISH. See ~~Solid Waste~~Trash.

—SALVAGE. The authorized and controlled accumulation of Solid Waste materials for subsequent use. SALVAGEABLE MATERIALS refers to items that can be put to subsequent use.

—SB 1383. Senate Bill 1383 (Chapter 395, Statutes of 2016), which established methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants, as amended, supplemented, superseded, and replaced from time to time.

SB 1383 REGULATIONS. The Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

SELF-HAULER. A person who hauls Solid Waste, Organic Waste or Recyclable Materials they have generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). BACK-HAUL means generating and transporting Organic Waste to a destination owned and operated by the generator using the Generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

SINGLE-FAMILY means of, from, or pertaining to any residential premises with fewer than five (5) units.

SOLID WASTE or WASTE. All putrescible and non-putrescible solid, semi- solid, and liquid wastes, including solid waste, ~~trash~~Trash, refuse, paper, rubbish, ashes, commercial and industrial wastes, green waste, construction and demolition debris, abandoned vehicles and parts thereof, discarded home and industrial appliances, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes. SOLID WASTE or WASTE ~~include recyclable materials~~includes Recyclable Materials that are discarded by the generators of such materials and mixed waste which include both recyclable and non-recyclable materials. SOLID WASTE or WASTE does not include any of the following wastes: (1) hazardous waste, as defined in Public Resources Code Section 40141; (2) radioactive waste; and (3) medical waste regulated pursuant to the Medical Waste Management Act. It includes all ~~recyclable materials~~Recyclable Materials that are discarded by the generator, and mixed waste. ~~Solid Waste~~SOLID WASTE does not include exempt waste, as defined above.

~~—(1) REFUSE refers to solid waste and rubbish. It does not include green waste or recyclable material that has been separated out for recycling, recovery or reuse.~~

~~—(2) RUBBISH refers to non-putrescible solid wastes such as ashes, paper, cardboard, tin~~

~~cans, yard clippings, wood, glass, bedding, crockery, plastics, rubber byproducts or litter.~~

~~—SOURCE SEPARATE. The process of removing Recyclable Materials and Organic Waste from Solid Waste at the place of generation, prior to collection, and placing them into separate Containers that are separately designated for Recyclable Materials.~~

~~SOURCE SEPARATED ORGANIC WASTE. Organic Waste that can be placed in an Organics Container that is specifically intended for the separate collection of Organic Waste by the Generator, excluding Source Separated Recyclable Materials, carpets, non-Compostable paper, and textiles.~~

~~SOURCE SEPARATED RECYCLABLE MATERIALS. Source Separated Organic Wastes that can be placed in a Recycling Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in 14 CCR Section 18982(a)(43), or as otherwise defined by 14 CCR Section 17402(a)(18.7).~~

~~SOURCE SEPARATED RECYCLABLE MATERIALS. Source Separated Non-Organic Recyclables and Source Separated Organic Recyclables.~~

SPECIAL HANDLING MATERIALS. All materials which are defined as requiring special handling for the public health and safety by federal, state, or county statutes, legislation, policies, or rules and regulations. SPECIAL HANDLING MATERIALS shall also mean those things which are not dangerous in and of themselves, but which may impose a hazard to the public health when combined with other materials which may be found in a waste stream or disposal site, or which may contaminate water supplies or other facilities used by the public and not disposed of properly, or which cannot be conveniently handled using standard equipment and procedures. Examples include, but are not limited to, used automobile oil and filters, household cleaners which are not inherently hazardous, and large-sized or bulk materials or materials too heavy to dispose of through the normal container process.

~~—SUBSCRIBER. All persons, firms, corporations, or entities which generate or accumulate solid wasteSolid Waste, rubbish, recyclableRecyclables/salvageable materials, hazardous materials, infectious wastes, or special handling materials within the boundaries of the city as they may exist from time to time.~~

~~(‘66 Code, § 6-3.01) (Ord. 711-C-S, passed 6-9-88; Am. Ord. 1088-C-S, passed 3-13-07; Am. Ord. 2177-C-S, passed 1-28-20)~~

~~§ 6-3.02 SOLID WASTE AND RECYCLING; MANDATORY SERVICE.~~

~~—Unless special contractual arrangements have been made by the subscriber with the contractor for commercial containers, cart services, or otherwise, every subscriber described in this section shall be subject to the provisions of this section.~~

~~—(A) SUPERMARKET. A full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or~~

nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

TIER ONE COMMERCIAL EDIBLE FOOD GENERATOR means a Commercial Edible Food Generator that is one of the following:

- (1) Supermarket.
- (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- (3) Food Service Provider.
- (4) Food Distributor.
- (5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply.

TIER TWO COMMERCIAL EDIBLE FOOD GENERATOR means a Commercial Edible Food Generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply.

TRASH. Solid Wastes placed in the designated container for disposal to landfill.

TRASH CONTAINER. A Container used for the purpose of storage and collection of Trash.

WASTE DIVERSION. Any effort to reduce the amount of waste disposed of at landfill by reduction, reuse, recycling or composting.

WHOLESALE FOOD VENDOR. A business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

§ 6-3.02 TRASH, ORGANICS, AND RECYCLABLE MATERIALS; MANDATORY SERVICE.

Every owner, proprietor, person in possession, manager, or other person, firm, or corporation having the charge or control of any occupied ~~boarding or lodging house, hotel, club, bar, restaurant or other eating place, or vegetable or food processing or handling establishment within the city~~ shall subscribe to a level of solid waste and recycling service with the contractor that is sufficient to handle the volume of solid waste generated or accumulated on the premises. property shall be subject to the provisions of this section based on the property types as defined.

~~—(B) The owner, manager, person in possession, or other entity having the charge or control of any dwelling of four or less residential units, unless other contractual arrangements are made with the contractor, shall provide and keep at all times, for each unit, one solid waste cart and one recyclables cart of adequate size to contain in the appropriate containers, all solid waste produced or accumulated on the premises.~~

~~—(C) The owner of any dwelling of five or more residential units or any commercial or industrial business, unless other contractual arrangements are made with the contractor, shall provide and keep at all times an adequate level of service including solid waste and recycling collection for all materials produced or accumulated on the premises.~~

~~—(D) Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).~~

(A) Single-Family Organic Waste Generators shall comply with the following requirements.

(1) Shall subscribe to City's three-container collection services for Trash, Recyclable Materials, and Organics. City shall have the right to review the number and size of a Generator's Containers to evaluate adequacy of capacity provided for each type of collection service for proper separation and containment of materials; and, Single-Family generators shall adjust their service level for collection services as requested by the City.

(2) Shall participate in the City's three-container collection service(s) by placing designated materials in designated containers as described below and shall not place Prohibited Container Contaminants in collection containers. Generator shall place Source Separated Organic Waste, including Food Waste, in the Organics Container; Source Separated Recyclable Materials in the Recycling Container; and Trash in the Trash Container. Generators shall not place materials designated for the Trash Container into the Organics Container or Recycling Container.

(B) Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

(1) Subscribe to City's three-container collection services and comply with requirements of those services as described below:

(a) Generator shall place Source Separated Organic Waste, including Food Waste, in the Organics Container; Source Separated Recyclable Materials in the Recycling Container; and Trash in the Trash Container. Generators shall not place materials designated for the Trash Container into the Organics Container or Recycling Container.

(b) City shall have the right to review the number and size of a Generator's Containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation and containment of materials; and Commercial Businesses shall adjust their service level for their collection services as requested by the City.

(2) Supply and allow access to an adequate number, size and location of collection containers with sufficient labels or colors (conforming with §6-3.03(A)(3) below) for employees, contractors, tenants, and customers, consistent with City's Recycling Container, Trash Container, and Organics Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with §6-3.08.

(3) Excluding Multi-Family Residential Dwellings, provide Containers for the collection of Source Separated Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such Containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:

(a) A body or lid that conforms with the container colors provided through the collection service provided by the Franchised Hauler, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

(b) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials

prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant to 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.

- (4) To the extent practical through education, training, inspection, and/or other measures, prohibit employees from placing materials in a Container not designated for those materials per the City's collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with §6-3.08. For the purpose of this subsection, property managers and maintenance staff are considered employees.
- (5) Inspect Recycling Containers, Organics Containers, and Trash Containers for contamination and inform employees and tenants if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
- (6) Annually provide information to employees, contractors, tenants, and customers about Resource Recovery requirements and about proper sorting of Source Separated Organic Waste and Source Separated Recyclable Materials.
- (7) Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Organic Waste and Source Separated Recyclable Materials separate from Trash (when applicable) and the location of containers and the rules governing their use at each property.
- (8) Provide or arrange access for the City or its agent to their properties during all Inspections to confirm compliance with this chapter and SB 1383 Regulations.
- (9) If a Commercial Business wants to self-haul, meet the Self-Hauler requirements in §6-3.08.
- (10) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to §6-3.302.

(C) Every person, firm or corporation that generates and that is required by this chapter to dispose of ~~solid waste, green waste~~Trash, Organics, and ~~recyclable materials~~Recyclable Materials shall subscribe with the ~~contractor~~Contractor for the collection of ~~solid waste, green waste~~Trash, Organics, and ~~recyclable materials~~Recyclable Materials. In the case of any leased or rented single-family dwelling or leased or rented apartment, flat, duplex, or multi-family dwelling, the owner shall ensure that there is adequate collection and disposal service for each occupant residing therein and shall be responsible for the payment of the charges therefor.

~~—(E)(D)~~ The ~~contractor~~Contractor shall give written notice to the City Manager or his or her designee of the address of any commercial or industrial business or occupied premises within the ~~city~~City which is not furnished with the collection and disposal service provided by the ~~contractor~~Contractor.

~~—(F)(E)~~ Failure to subscribe for ~~and correctly participate in~~ the collection of ~~solid waste, rubbish and recyclable materials~~Trash, Organics, and Recyclable Materials as required by this code is unlawful. In addition to the penalties provided in Chapter 2 of Title 1 of this code, failure to subscribe for the collection and disposal of ~~solid waste, rubbish~~Trash, Organics, and ~~recyclable materials~~Recyclable Materials may also result in abatement action by the city, including the ~~city subscribing~~City directing the Contractor to the collection adjust service levels on an account on behalf of the property owner in incremental periods of six months ~~and the imposition of a special assessment lien upon the property for recovery of costs thereof in accordance with the procedures set forth in §§ 1-5.09 and 5-1.309 of this code.~~

~~—(G)(F)~~ If the city manager or his or her designee determines that any person, firm, corporation or entity has failed to subscribe for the collection of ~~solid waste, rubbish~~Trash, Organics, and ~~recyclable materials~~Recyclable Materials as required by this code, a written notice may be sent to the person, firm, corporation or entity informing them of the violation and the requirements of this chapter. The notice shall direct the recipient to subscribe with the contractor within ten days after the date of the notice and the penalties for continued failure to comply.

~~—(H)(G)~~ Any person, firm, corporation or other entity may apply for an exemption to the requirements of this chapter upon the showing that the premises are unoccupied. Such application shall be made on any form supplied by the city.

~~—(H)(H)~~ No provision of this chapter shall be construed to prevent an owner from requiring the tenant to furnish the containers required by this chapter, or to subscribe for the collection of ~~solid waste, rubbish and recyclable materials~~Trash, Organics, and Recyclable Materials; provided, however, that such arrangement does not excuse the owner of his or her obligations under this chapter if the tenant fails to comply.

~~—(I)(I)~~ Nothing in this chapter shall be construed to prevent any person, firm, corporation, or entity from the periodically removing and disposing of ~~rubbish~~Trash, Recyclables, and Organics from premises owned, managed or controlled by that person, ~~unless as long as the self-haul requirements of § 6-3.08 are followed and~~ the material removed ~~includes~~does not include hazardous, infectious or special handling materials, or to so remove the material would constitute a hazard to the public health or safety or would constitute a public nuisance, or unless such person, firm, corporation or entity is engaged in the business of hauling.

~~—(K)(I)~~ Owners of a structure or property that is vacant but maintains water services for irrigation, property maintenance or similar purpose, may apply to the City Manager or designee for exception to the requirement for ~~solid waste~~Solid Waste service. The conditions and terms of this exemption may be restricted.

~~(‘66 Code, § 6-3.02) (Ord. 711 C-S, passed 6-9-88; Am. Ord. 1088 C-S, passed 3-13-07; Am. Ord. 2177 C-S, passed 1-28-20)~~

§ 6-3.03 SOLID WASTE AND RECYCLING CONTAINERS; LOCATION.

– (A) Commercial accounts. All subscribers of commercial accounts shall comply with the following requirements regarding containers and their placement:

(1) All ~~solid waste, rubbish~~Trash, Organics, and ~~recyclable materials~~Recyclable Materials containers and dumpsters shall be placed and maintained in a location readily accessible to the contractor and not constituting either a fire hazard or a public nuisance.

(2) Upon written notification from the city that containers are being maintained in a hazardous or offensive condition, they shall be relocated immediately by the subscriber.

(3) Failure to relocate the ~~containers~~Containers following notice shall be unlawful and constitute an infraction, punishable as specified in this code.

– (B) Residential accounts. All subscribers of residential accounts shall comply with the following requirements regarding containers and their placement:

—(1) It shall be the duty of every residential subscriber to place the containers in the street, with the wheels against the curb, not earlier than 6:00 p.m. the night before the scheduled pickup. There must be at least three feet of space between each ~~container~~Container and four feet between any ~~container~~Container and any other object on the street, such as vehicles.

—(2) ~~All containers~~Containers shall be removed from the city right-of-way at the end of the day ~~on the scheduled~~ collection day.

—(3) ~~It shall be unlawful to place hot ashes or similar materials in containers.~~ Violations of this provision shall subject the violator to civil liability for any loss, cost or damage of the public or the ~~contractor~~Contractor for such violation.

(C) ~~Solid waste, green waste~~Trash, Organics, and ~~recyclables~~Recyclable Materials shall not be transferred from a ~~nonsubscribing~~non-subscribing premises to any other premises.

~~(‘66 Code, § 6-3.03) (Ord. 711 C-S, passed 6-9-88; Am. Ord. 1088 C-S, passed 3-13-07)~~

§ 6-3.04 ~~SOLID WASTE~~TRASH, ORGANICS AND ~~RECYCLING~~RECYCLABLE MATERIALS CONTAINERS; TYPE PERMITTED; CLEANING.

(A) Only those containers defined in § 6-3.01 of this chapter as subscriber-supplied containers may be supplied or used by subscribers, unless special contractual agreements are made with the contractor for the use of commercial containers and/or other containers approved by the city and contractor, including, but not limited to, containers for ~~recyclable~~Recyclable Materials and ~~salvageable materials~~Organics. Subscribers shall use containers that are provided by the contractor, except in special situations as authorized by the contractor, such as for the pickup of oil to be recycled.

(B) All containers shall be maintained in a clean and sanitary condition. Failure to do so shall be unlawful and constitute both a public nuisance and an infraction.

(C) Upon the failure of the subscriber to maintain containers in a sanitary condition after notice from the city, the city may order the contractor to clean same. Any such cleaning shall constitute an extra service and shall be the liability of and be recoverable from the subscriber.

~~(‘66 Code, § 6-3.04) (Ord. 711 C-S, passed 6-9-88; Am. Ord. 1088 C-S, passed 3-13-07) Penalty, see §§ 1-2.01 et seq.~~

~~§ 6-3.05 GREEN WASTE COLLECTION~~

~~—(A) Preparation. It shall be the duty of each subscriber generating green waste to segregate, prepare and place it for collection as follows:~~

~~—(1) All grass and garden clippings shall be placed in containers as provided or approved by the contractor. Branches must be six inches or less in diameter.~~

~~—(2) All containers shall meet the specifications set by the city, unless the containers are to be disposed of along with the clippings (such as cardboard boxes and paper bags) and/or the container size is less than 32 gallons and when filled weighs less than 75 pounds.~~

~~—(3) No loose material shall be picked up except as may otherwise be provided in the agreement or by special contract between the subscriber and the contractor.~~

~~—(4) All of the requirements relating to placement and use of solid waste, rubbish and recyclable material containers specified in § 6-3.06 shall apply to the placement and use of containers for green waste.~~

~~—(B) Collection. The contractor, at the time of the scheduled collection, shall collect and recycle all green waste placed for disposal in accordance with the requirements set forth in this chapter as part of the service rendered to the subscriber.~~

~~—(C) “Zero generator” exemption from residential green waste fee component.~~

~~—(1) A single family dwelling residential subscriber may apply to the City Manager’s designee for exemption from payment of that portion of the integrated waste management service rate that is attributable to green waste services if, and only if, the subscriber demonstrates that he or she does not produce and/or discard green waste requiring collection. This demonstration shall be made by submitting a signed statement, made under penalty of perjury, that:~~

~~—(a) The subscriber either:~~

~~—1. Has no yard or other open space area, or has only a HARDSCAPE yard on which there are no trees, shrubs, weeds or other sizable plantings; or~~

~~—2. Chips and/or composts all yard waste on the property; or~~

~~—(b) Employs a landscaping or gardening service which removes green waste from the premises as a routine part of the services provided; or~~

~~—(c) Is provided landscaping or gardening services in accordance with the requirements of and by arrangement with a condominium association, stock cooperative or similar entity; and~~

~~—(d) The subscriber does not personally dispose of other green waste.~~

~~—(2) If an exemption is granted by the city, the exemption shall be with the subscriber at the address where the exemption is granted. Should the subscriber move, the exemption shall not go with the subscriber or stay with the property. The new subscriber shall reapply for the exemption.~~

~~— (3) As part of the application, the subscriber shall grant consent to the city to inspect the subject property to determine eligibility for the exemption. In the case of landscaping services, the subscriber shall submit a copy of the written agreement for landscaping services. ('66 Code, § 6-3.05) (Ord. 711 C S, passed 6-9-88; Am. Ord. 1088 C S, passed 3-13-07) Penalty, see §§ 1-2.01 et seq.~~

§ 6-3.06 BURNING AND BURYING SOLID WASTE.

It shall be unlawful for any person, firm, corporation or entity to discard, burn, or bury any ~~solid waste or rubbish~~Solid Waste on any private or public property, except at a landfill licensed by the County Health Department. This section does not prohibit composting when accomplished consistent with criteria and standards of the County Health Department.

~~('66 Code, § 6-3.07) (Ord. 711 C S, passed 6-9-88; Am. Ord. 1088 C S, passed 3-13-07) Penalty, see §§ 1-2.01 et seq.~~

§ 6-3.07 SOLID WASTE VEHICLES.

(A) It shall be unlawful for any person, firm, corporation or entity to collect, transport, or carry ~~solid waste~~Solid Waste, rubbish, hazardous waste, infectious waste, and/or special handling materials in any vehicle which does not comply with all federal, state, and local waste disposal criteria and regulations.

(B) It shall be unlawful for any person, firm, corporation or entity to throw any ~~solid waste~~Solid Waste, rubbish, hazardous waste, infectious waste, and/or special handling materials directly into any of the contractor's vehicles.

~~('66 Code, § 6-3.08) (Ord. 711 C S, passed 6-9-88; Am. Ord. 1088 C S, passed 3-13-07) Penalty, see §§ 1-2.01 et seq.~~

§ 6-3.08 UNLAWFUL COLLECTION OR TRANSPORTING OF SOLID WASTE and SELF-HAUL REQUIREMENTS.

It shall be unlawful for any person, firm, or corporation, other than the ~~contractor~~Contractor or its employees, or the person, firm, or entity which has contracted with the contractor for such transportation, or unless otherwise excluded or exempted by federal or state law, to collect within the ~~city~~City or to transport or carry any ~~solid waste, rubbish, green waste, recyclable material~~Solid Waste, Trash, Organics, Recyclable Materials, hazardous waste, infectious material, or special handling material through the city with the following exceptions:

~~(A) — (A)~~ Self-haulers who are hauling ~~rubbish~~Trash, Organics or ~~recyclable~~Recyclables/salvageable materials from their own property or job site for disposal or diversion and who are not engaged in the business of hauling; must abide by the following

~~(1) — (B)~~ Self-Haulers shall source separate all Recyclable Materials and Organic Waste (materials that City otherwise requires generators to separate for collection in the City's Organics and Recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and

18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.

(2) Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.

(3) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:

(a) Delivery receipts and weight tickets from the entity accepting the waste.

(b) The amount of material in cubic yards or tons transported by the Generator to each entity.

(c) If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

(d) Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in § 6-3.08(A)(3) to the City if requested.

(B) A Residential Organic Waste Generator that self-hauls Organic Waste is not required to record or report information in § 6-3.08(A)(3) above.

(C) The term ~~SOLID WASTE~~ "Solid Waste" as used in this section shall not include scrap meat, fats or hides from any butcher shop or restaurant, and provided that any person, other than the contractor, removing, collecting or carrying such scrap meat, fats or hides shall first obtain a permit from the City Manager or his or her designee upon a showing that the transportation will be accomplished in a safe and sanitary manner in equipment designed and maintained for that purpose.

(D) —(C) In the event that the city authorizes collection or transporting of ~~solid waste~~ Solid Waste due to a declared emergency.

(~~'66 Code, § 6-3.09~~) (~~Ord. 711 C S, passed 6-9-88; Am. Ord. 1088 C S, passed 3-13-07~~) Penalty, see ~~§§ 1-2.01 et seq.~~

§ 6-3.09 TIME OF COLLECTION.

Unless otherwise directed by the city, such as in emergencies or on a case-by-case basis:

(A) No ~~solid waste or rubbish~~Solid Waste shall be collected in the business district between the hours of 11:00 a.m. and 10:00 p.m. of each day, except for a one-time special service upon a specific request by a subscriber.

(B) No ~~solid waste or rubbish~~Solid Waste shall be collected in the residential areas between the hours of 6:00 p.m. and 6:00 a.m.

~~(‘66 Code, § 6-3.10) (Ord. 711 C-S, passed 6-9-88; Am. Ord. 1088 C-S, passed 3-13-07) Penalty, see §§ 1-2.01 et seq.~~

§ 6-3.10 COLLECTION CONTRACTS.

(A) Authorized. The City Council may let contracts or enter into agreements, including exclusive franchises, contracts or agreements, with any person, firm, or entity for the removal of ~~solid waste, rubbish, recyclable~~Trash, Organics, Recyclables/salvageable material, or other waste matter.

(B) Revocation. Any such agreement may be revoked at any time by the City Council for noncompliance with the provisions of this chapter, subject to the terms and conditions of such agreement, including any applicable notice and cure provisions.

(C) Bond. Each such ~~contractor~~Contractor shall give a bond, payable to the ~~city~~City, in such sum of money as may be fixed in the discretion of the City Council, co-signed by a good and sufficient surety admitted and authorized to do business in California and conditioned for the faithful performance of the duties imposed by the provisions of this chapter and the terms of the agreement entered into with the ~~city~~City. The ~~city~~City, in its discretion, may permit a letter of credit to be substituted in lieu of such bond.

(D) Workers’ Compensation insurance. Such agreement shall require that the contractor procure for the period covered by the contract full workers compensation insurance as required by state law.

(E) Liability insurance. Such agreement shall require that the ~~contractor~~Contractor obtain and maintain liability insurance in amounts and coverage details acceptable to the City Attorney and City Council.

~~(‘66 Code, § 6-3.11) (Ord. 711 C-S, passed 6-9-88; Am. Ord. 1088 C-S, passed 3-13-07) Penalty, see §§ 1-2.01 et seq.~~

(G) Resource Recovery Requirements for Haulers and Facility Operators:

(1) The Franchised Contractor providing residential, commercial, or industrial Organic Waste collection services to Generators within the City’s boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the City to collect Organic Waste:

(a) Through written notice to the city annually on or before May 1st, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Organic Waste.

(b) Transport Source Separated Recyclable Materials, Source Separated Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.

(c) Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1 and §6-3, Article II of this Code.

(2) Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon the City's request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.

(3) Community Composting operators, upon the City's request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

§ 6-3.11 FREQUENCY OF SOLID WASTE ~~AND RUBBISH~~ COLLECTION.

(A) — (A) All solid waste and rubbish Trash, Organics, and Recyclable Materials shall be collected not less frequently than once every seven days— with the following exceptions:

a. More frequent collections shall be made at those premises where it is determined by the City Manager, or his or her designee, that one collection each week is insufficient to maintain the premises in a clean and sanitary condition.

b. Single Family Residential services shall be allowed to have bi-weekly collection of materials as determined by the Franchise Agreement.

(B) The rates to be charged by the contractor for services shall not exceed the maximum rates authorized by the City Council in the agreement or by subsequent modifications thereto.

~~(‘66 Code, § 6-3.12) (Ord. 711 C-S, passed 6-9-88; Am. Ord. 1088 C-S, passed 3-13-07) Penalty, see §§ 1-2.01 et seq.~~

§ 6-3.12 COLLECTION BILLING.

The contractor may bill the subscribers in advance. However, the billing periods shall be at least as often as quarterly.

~~(‘66 Code, § 6-3.15) (Ord. 711 C-S, passed 6-9-88; Am. Ord. 1088 C-S, passed 3-13-07) Penalty, see §§ 1-2.01 et seq.~~

§ 6-3.13 COLLECTION; NONPAYMENT.

(A) It shall be unlawful for any subscriber to fail, neglect or refuse to pay the contractor the rates approved by the City Council for such service. Upon an application by the contractor to the city, the city is authorized to use its enforcement authority, including but not limited to, the right to subscribe to ~~solid waste~~Solid Waste or other service for the subject property in six-month increments up to one year and place a special assessment lien the property to which the subscription services are provided, pursuant to the procedures set forth in § 1-5.09 of this code.

(B) If the contractor terminates service to any nonpaying subscriber, such subscriber, as a condition precedent to the reestablishment of service, shall fully comply with the current billing practices and policies of the contractor, including but not limited to, requirements to pay in cash or cash equivalent, prepayment of one full billing cycle, payment of all costs of collection and payment of a reinstatement fee.

(C) All costs of collecting delinquent payments including, but not limited to, interest charges, collection agency charges, and attorney fees and costs shall be added to and become a part of the charges owed for the services rendered to the subscriber by the contractor and shall be governed by this chapter in the same manner as the original charges and may be placed against the property as a special assessment lien.

~~(‘66 Code, § 6-3.16) (Ord. 711 C-S, passed 6-9-88; Am. Ord. 1088 C-S, passed 3-13-07)~~

§ 6-3.14 UNLAWFUL TO DUMP ON PUBLIC OR PRIVATE PROPERTY.

It shall be unlawful for any person, firm, or corporation to deposit or dump any ~~solid waste~~Solid Waste in any location on public or private property, unless in a location specifically authorized in writing by the city.

~~(‘66 Code, § 6-3.18) (Ord. 711 C-S, passed 6-9-88; Am. Ord. 1088 C-S, passed 3-13-07)~~

§ 6-3.15 PLACE AND MANNER OF DUMPING; COMPLIANCE WITH REGULATIONS.

The contractor and any person acting with its authority shall conform with all laws, ordinances, and regulations of the federal, state, county and city authorities as to the place and manner of dumping ~~solid waste~~Solid Waste collected in the city.

~~(‘66 Code, § 6-3.19) (Ord. 711 C-S, passed 6-9-88; Am. Ord. 1088 C-S, passed 3-13-07)~~

§ 6-3.16 INSPECTION AND ENFORCEMENT DUTIES OF THE CITY MANAGER.

It shall be the right of the City Manager or his or her designee to inspect and supervise all vehicles used in the collection, handling and disposal/recycling of ~~solid waste~~Solid Waste and to ascertain that such vehicles are kept clean and sanitary.

~~(‘66 Code, § 6-3.20) (Ord. 711 C-S, passed 6-9-88; Am. Ord. 1088 C-S, passed 3-13-07) Penalty, see §§ 1-2.01 et seq.~~

§ 6-3.17 REMOVAL OF RECYCLABLE MATERIALS.

It shall be unlawful for any person other than the contractor to remove or take ~~recyclable materials~~Recyclable Materials from containers which are left on or near the sidewalk for

the contractor's collection and removal. Containers having the contractor's name or initials indicated thereon shall be presumed to be left for its collection.

~~(‘66 Code § 6-3.21) (Ord. 779 C S, passed 5-24-90; Am. Ord. 1088 C S, passed 3-13-07) Penalty, see §§ 1-2.01 et seq. § 6-3.18 Inspections and Investigations~~

~~(A) City Enforcement Officer and/or its Designee are authorized to conduct Inspections and investigations, at random or otherwise, of any Collection Container, Collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this Sections 6-3.02, 6-3.08, 6-3.10, and 6-3.302 through 6-3.303 by Organic Waste Generators, Commercial Businesses, property owners, Tier One and Tier Two Commercial Edible Food Generators, Haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. City may conduct Container Inspections for Prohibited Container Contaminants using Remote Monitoring.~~

~~(B) Regulated entities shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City Enforcement Officer or Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in Containers, Edible Food Recovery activities, records, or any other requirement of this chapter described herein. Failure to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any Inspection or investigation is a violation of this chapter and may result in penalties described.~~

~~(C) Any records obtained by a City or Designee for Edible Food Recovery during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.~~

~~(D) City Enforcement Officer and/or its Designee, are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this chapter, subject to applicable laws.~~

§ 6-3.19 Enforcement

~~(A) The City may take Enforcement Actions, including the issuance of an administrative citation and assessment of a fine, against persons and entities for violating this chapter. The City's procedures on the imposition of administrative fines under Chapter 5 of Title 1 of this Code shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this chapter and any rule or regulation adopted pursuant to this chapter.~~

~~(B) The City Enforcement Officer and/or its Designee will monitor compliance with the SB 1383 Regulations, including Sections 6-3.02, 6-3.08, 6-3.10, and 6-3.302 through 6-3.303, randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program (that may include Remote Monitoring).~~

~~(C) Education of SB 1383 Requirements.~~

(1) Beginning January 1, 2022 and through December 31, 2023, the City or its Designee may conduct Inspections, Remote Monitoring, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance with the SB 1383 Regulations, including Sections 6-3.02, 6-3.08, 6-3.10, and 6-3.302 through 6-3.303, and if City or its Designee determines that Organic Waste Generator, Self-Hauler, Hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials and/or, for the purposes of Edible Food Recovery, training to the entity describing its obligations under this chapter and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(2) The City Manager or his or her designee shall work with the Contractor and other entities to conduct outreach and educate waste generators regarding compliance with the SB 1383 Regulations, including Sections 6-3.02, 6-3.08, 6-3.10, and 6-3.302 through 6-3.303.

(3) The City Manager or his or her designee shall work with the Contractor to annually identify residences and Commercial Businesses subject to the SB 1383 Regulations, including Sections 6-3.02, 6-3.08, 6-3.10, and 6-3.302 through 6-3.303.

(D) Beginning January 1, 2024, if the City or its Designee determines that an Organic Waste Generator, Self-Hauler, Hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with the SB 1383 Regulations, including Sections 6-3.02, 6-3.08, 6-3.10, and 6-3.302 through 6-3.303, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to this section, as needed.

(E) Prior to taking any Enforcement Action against a person, business, or entity for violating the SB 1383 Regulations, including Sections 6-3.02, 6-3.08, 6-3.10, and 6-3.302 through 6-3.303, the City shall first notify the person, business, or entity and provide an opportunity to correct the violation through the issuance of a Notice of Violation by a City Enforcement Officer. Notices shall be sent to the "owner" at the official address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the residential dwelling or Commercial property or to the party responsible for paying for the Collection services, depending upon available information. This notice shall contain the information required by Antioch Municipal Code section 1-5.04. The notice shall state the person, business, or entity has 60 days to correct the violation. The person, business, or entity shall be responsible for ensuring and demonstrating compliance with the requirements of the SB 1383 Regulations, including Sections 6-3.02, 6-3.08, 6-3.10, and 6-3.302 through 6-3.303, within the 60-day time frame provided in the notification of violation. Failure to demonstrate compliance shall be cause for enforcement.

(F) For incidences of Prohibited Container Contaminants found in containers, City Enforcement Officer will issue a Notice of Violation to any generator found to have Prohibited Container Contaminants in a Container. Such notice will be provided via a cart tag

or other communication immediately upon identification of the Prohibited Container Contaminants or within 30 days after determining that a violation has occurred. Notwithstanding the foregoing, the City may issue administrative citations immediately for container contamination and failure to subscribe to collection service as required by Section 6-3.02. The City may pursue enforcement of the provisions of this chapter through administrative, civil, or criminal proceedings.

(G) The penalty levels for violations are the penalties set forth in Section 1-5.06(A).

(H) The City or its Designee may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this section if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

(1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;

(2) Delays in obtaining discretionary permits or other government agency approvals; or

(3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(I) Persons receiving an administrative citation containing a penalty for an uncorrected Notice of Violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with City's procedures in the City's code for appeals of administrative citations. Evidence may be presented at the hearing. The City will appoint a hearing officer who shall conduct the hearing and issue a final written order.

ARTICLE II: CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING

§ 6-3.201 DEFINITIONS.

For the purpose of this article, the following definitions shall apply unless the context indicates or requires a different meaning.

APPLICANT. Any individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever who applies to the city for the applicable permits to undertake construction, demolition, or renovation project within the city.

CONSTRUCTION. The building of any facility or structure or any portion thereof including tenant improvements to an existing facility or structure.

CONSTRUCTION AND DEMOLITION DEBRIS or C&D DEBRIS. Used or discarded materials removed from premises during construction or renovation of a structure resulting from

construction, remodeling, repair, or demolition operations on any pavement, house, commercial building, or other structure.

CONVERSION RATE. The California Integrated Waste Management's accepted conversion rate used in estimating the volume or weight of materials identified in a waste management plan.

COVERED PROJECT shall have the meaning set forth in § 6-3.202 and must comply with the ~~2016~~2019 California Green Building Standards Code (CALGreen) and any future changes made to the threshold for covered projects under that code.

DECONSTRUCTION. The process of carefully dismantling a building or structure in order to salvage components for reuse or recycling.

DEMOLITION. The decimating, razing, ruining, tearing down or wrecking of any facility, structure, pavement or building, whether in whole or in part, whether interior or exterior.

DIVERSION REQUIREMENT. The redirection from the waste stream of at least 65% of the total construction and demolition debris generated by a project via reuse or recycling, and must comply with the ~~2016~~2019 California Green Building Standards Code (CALGreen) and any future changes made to the diversion rate under that code unless the applicant has been granted an infeasibility exemption, in which case the DIVERSION REQUIREMENT shall be the maximum feasible diversion rate established by the WMP Compliance Official for the project.

DIVERT. To use material for any purpose other than disposal in a landfill or transformation facility.

NONCOVERED PROJECT shall have the meaning set forth in § 6-3.202(B).

PROJECT. Any activity, which requires an application for a building or demolition permit, or any similar permit from the city.

RECYCLING. The process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become ~~solid waste~~Solid Waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

RENOVATION. Any change, addition, or modification in an existing structure.

REUSE. Further or repeated use of materials in their original form.

SALVAGE. The controlled removal of construction or demolition debris from a permitted building or demolition site for the purpose of recycling, reuse, or storage for later recycling or reuse.

TENANT IMPROVEMENTS. A project involving structural or other modifications of an existing property resulting in the generation of C&D debris.

TOTAL COSTS. The total construction value of the project using standard commercial and residential valuation formulas.

VENDOR. A hauler of commercial recycling materials authorized by the City of Antioch.

WASTE MANAGEMENT PLAN (WMP). A completed WMP form, approved by the city for the purpose of compliance with this article, submitted by the applicant for any covered project. Prior to project start, the WMP shall identify the types of C&D debris materials that will be generated for disposal and recycling. A completed WMP contains actual weight or volume of the material disposed or recycled.

WMP COMPLIANCE OFFICIAL. The Community Development Director or his or her designee.

~~(Ord. 2123 C-S, passed 1-10-17)~~

§ 6-3.202 THRESHOLD FOR COVERED PROJECTS.

(A) Covered projects.

(1) The following projects shall comply with this article:

- (a) All new structures;
- (b) All permitted non-residential additions and alterations;
- (c) Permitted residential additions or alterations that add to the conditioned area of the property;
- (d) Demolition of any structure or portion of a structure larger than 120 square feet.

(2) For the purposes of determining whether a project meets the foregoing thresholds, all phases of a project and all related projects taking place on a single or adjoining parcel, as determined by the WMP Compliance Official, shall be deemed a single project.

(B) Noncovered projects. Applicants for construction, demolition, and renovation projects within the city which are not covered projects ("noncovered projects") shall be encouraged to divert as much project-related construction and demolition debris as possible.

(C) Building and demolition permits. No building, site development or demolition permit shall be issued for a covered project unless and until the WMP Compliance Official has approved a WMP for the project. Compliance with the provisions of this article shall be listed as a condition of approval on any building, site development or demolition permit issued for a covered project.

(D) Projects sponsored by the city. All construction, demolition and renovation projects sponsored by the city shall be considered covered projects for the purposes of this chapter. The project sponsor shall submit a WPM to the official prior to beginning any or activities and shall be subject to all applicable provisions of this chapter.

~~(Ord. 2123 C-S, passed 1-10-17)~~

§ 6-3.203 SUBMISSION OF WASTE MANAGEMENT PLAN.

(A) WMP forms. Applicants for building, demolition, or site development permits involving any covered project shall complete and submit a waste management plan ("WMP"), on a WMP form approved by the city for this purpose as part of the application packet for the building, demolition, or site development permit. The completed WMP shall indicate all of the following:

- (1) A list of the C&D Debris material types to be generated;
- (2) The vendor or facility that the applicant proposes to use to collect or receive the materials; and
- (3) Acknowledgment of responsibility. The WMP shall be signed by both the contractor and owner indicating that:
 - (a) Understanding of consequences of not meeting the diversion requirement including being subject to fines; and

(b) They are responsible for the actions of their subcontractors with regard to this diversion requirement.

(B) Deconstruction. In preparing the WMP, applicants for building, demolition, or site development permits involving the removal of all or part of an existing structure shall consider deconstruction, to the maximum extent feasible, and shall make the materials generated thereby available for salvage prior to landfilling. Materials generated in this process shall be considered divertable C&D debris and included in the amount of waste generated.

~~(Ord. 2123-C-S, passed 1-10-17)~~

§ 6-3.204 REVIEW OF WASTE MANAGEMENT PLAN.

(A) Approval.

(1) Notwithstanding any other provision of this code, no building, demolition, or site development permits shall be issued for any covered project, nor shall any demolition, construction or renovation take place on any covered project, unless and until the WMP Compliance Official has approved the WMP. The WMP Compliance Official shall only approve a WMP if he or she first determines that all of the following conditions have been met:

(a) The WMP provides all of the information required by this article;

(b) The WMP indicates that diversion requirement for all C&D debris generated by the project will be met.

(2) If the WMP Compliance Official determines that these two conditions have been met, he or she shall mark the WMP "Approved" and return a copy of the WMP to the applicant.

(B) Nonapproval. If the WMP Compliance Official determines that the WMP fails to 1) list all C&D materials to be generated, 2) indicate that diversion requirement will be met, or 3) have both the contractor's and owner's signatures, he or she shall either:

(1) Return the WMP to the applicant marked "Denied," including a statement of reasons, or

(2) Return the WMP to the applicant marked "Further Explanation Required", or

(3) Return the WMP to the applicant marked "Temporary Permit" which will be valid for the period specified.

~~(Ord. 2123-C-S, passed 1-10-17)~~

§ 6-3.205 INFEASIBILITY EXEMPTION.

(A) Application. If an applicant for a covered project experiences unique circumstances that the applicant believes make it infeasible to comply with the diversion requirement, the applicant may apply for an exemption at the time that he or she submits the WMP. Increased costs to the applicant generally will not be a sufficient basis for an exemption unless such costs are extraordinary. The applicant shall indicate on the WMP the maximum amount of diversion he or she believes is feasible for each material and the specific circumstances that he or she believes make it infeasible to comply with the diversion requirement.

(B) Meeting with WMP Compliance Official. The WMP Compliance Official shall review the information supplied by the applicant and may meet with the applicant to discuss possible ways of meeting the diversion requirement. Upon request of the city, the WMP Compliance Official may request the staff from the Solid Waste Division attend this meeting or may require the applicant to request a separate meeting with Solid Waste Division staff. Based on the information supplied by the applicant and, if applicable, Solid Waste Division staff, the WMP Compliance Official shall determine whether it is possible for the applicant to meet the diversion requirement.

(C) Granting of Exemption. If the WMP Compliance Official determines that it is infeasible for the applicant to meet the diversion requirement due to unique circumstances, he or she shall establish a minimum feasible diversion rate for each material and shall indicate this rate on the WMP submitted by the applicant. The WMP Compliance Official shall return a copy of the WMP to the applicant marked "Approved for Infeasible Exemption."

(D) Denial of exemption. If the WMP Compliance Official determines that it is feasible for the applicant to meet the diversion requirement, he or she shall so inform the applicant in writing. The applicant shall have 30 days to resubmit a WMP form.

~~(Ord. 2123 C-S, passed 1-10-17)~~

§ 6-3.206 SUBMITTAL OF COMPLETED WASTE MANAGEMENT PLAN.

(A) Documentation.

(1) No permit or approvals related to the project site shall be issued by the city until the applicant complies with the provisions of this section. The completed WMP must be approved prior to final occupancy. A temporary occupancy may be granted by the Building Official.

(2) The applicant shall submit documentation along with a completed WMP that documents the diversion requirement for the project has been met to the City Compliance Official in order to receive final occupancy approval. This documentation shall include the following:

(a) The completed WMP submitted for approval shall list for each construction and demolition material type generated the actual material volume or weight the project generated and receipts from both the disposal and recycling facilities and/or licensed haulers and vendors that received each material showing clearly whether the material was disposed or recycled;

(b) Any additional information the applicant believes is relevant to determining its efforts to comply in good faith with this article.

(B) Weighing of wastes. Applicants shall make reasonable efforts to ensure that all C&D debris diverted or landfilled are measured and recorded using the most accurate method of measurement available. To the extent practical, all construction and demolition debris shall be weighed by measurement on scales. Such scales shall be in compliance with all regulatory requirements for accuracy and maintenance. For construction and demolition debris for which weighing is not practical due to small size or other considerations, a volumetric measurement shall be used.

(C) Determination of compliance and release of permit. The WMP Compliance Official shall review the information submitted under division (A) above and determine whether the applicant has complied with the diversion requirement, as follows:

(1) Full compliance. If the WMP Compliance Officer determines that the applicant has fully complied with the diversion requirement applicable to the project, he or she shall indicate such compliance on the WMP.

(2) Good faith effort to comply. If the WMP Compliance Official determines that the diversion requirement has not been achieved, he or she shall determine on a case-by-case basis whether the applicant has made a good faith effort to comply with this article. In making this determination, the WMP Compliance Official shall consider the availability of markets for the C&D debris landfilled, the size of the project, and the documented efforts of the applicant to divert C&D debris. If the WMP Compliance Official determines that the applicant has made a good faith effort to comply with this article, he or she shall so indicate on the WMP.

(3) Noncompliance. If the WMP Compliance Official determines that the applicant has not made a good faith effort to comply with this article, or if the applicant fails to submit the documentation required by division (A) above within the required time period, then the applicant shall be in violation of this article and be liable for a civil penalty, including that authorized by § 9-5.2707.1 of this code, in addition to any other remedy provided by this article.

~~(Ord. 2123 C-S, passed 1-10-17) Penalty, see §§ 1-2.01 et seq.~~

§ 6-3.207 APPEAL.

Appeal of a determination made under this article shall be made to the Director of Community Development or his or her designee.

~~(Ord. 2123 C-S, passed 1-10-17)~~

ARTICLE III: EDIBLE FOOD RECOVERY

§ 6-3.301 Definitions

For terms used in this Article, the Definitions in §6-3.01 apply.

§ 6-3.302 Requirements for Commercial Edible Food Generators

(A) Tier One Commercial Edible Food Generators must comply with the requirements of this Article commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

(B) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

(C) Commercial Edible Food Generators shall comply with the following requirements:

(1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.

(2) Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

(3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.

(4) Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.

(5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:

(a) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).

(b) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

(c) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:

i. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.

ii. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.

iii. The established frequency that food will be collected or self-hauled.

iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

(D) Nothing in this chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

§6-3.303. Requirements for Food Recovery Organizations and Services.

(A) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

(1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.

(2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.

(3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.

(4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

(B) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

(1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.

(2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.

(3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

(C) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City it is located in the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than May 1st of each year.

(D) In order to support Edible Food Recovery capacity planning assessments or other studies, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 23, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Kwame P. Reed, Economic Development Director *KPR*

APPROVED BY: Ron Bernal, City Manager

SUBJECT: Budget Amendment and Allocation of Funds for Creation of Concepts for a Chinatown Commemoration Project and Chinese History Project at the Antioch Historical Society Museum

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving an amendment and allocation of funding to the City Manager's FY22 General Fund budget in the amount of \$60,000 for the creation of concepts to corroborate and commemorate the historic Chinatown in the Rivertown area and the Chinese History Project at the Antioch Historical Society Museum.

FISCAL IMPACT

This proposed expenditure is not included in the approved fiscal year 2021/22 budget and requires a budget amendment. The attached resolution includes action to increase the City Manager's FY22 General Fund budget allocation by \$60,000.

DISCUSSION

On May 18, 2021, City Council signaled their intent to address the anti-Chinese sentiment that was reported in the SFGATE on April 7, 2021, by requesting staff work with local organizations, committees, and associations to commemorate historic Chinatown in the Rivertown area ("Chinatown"). This action followed a public apology from Mayor Thorpe addressing the actions of Antioch residents that forced the removal of Chinese residents by threats of violence in 1876.

At the direction of City Council, staff began discussing a path forward with the City's marketing team to create commemoration concepts for the once existing Chinatown area in Rivertown. This portion of the Chinese immigrant experience will be to prepare an array of unique concepts that could include work/perspectives of experts in Chinese history, culture, and/or art that would be permanent, experiential, inclusive, and appropriate for the Rivertown area.

Staff also participated in the selection of a consultant for a Chinese History Project in collaboration with the Antioch Historical Society. The intent of this endeavor is to engage the local Asian community to tell their stories and share their history in a series of exhibits at the Antioch Historical Society Museum. The Antioch Historical Society has also requested an administrative fee of \$5,000 to oversee the consultant. The proposed fee is included in the budget allocation request. While each effort is distinct and unique, together they will recognize and elevate the history of Chinese immigrants in Antioch in a coordinated manner to produce a cohesive story.

ATTACHMENTS

- A. Resolution
- B. Proposed Scope of Work for Chinatown
- C. Proposed Scope of Work for Chinese History Project at Antioch Historical Society Museum

RESOLUTION NO. 2021/XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AN AMENDMENT AND ALLOCATION OF FUNDING TO THE CITY MANAGER'S FY22 GENERAL FUND BUDGET IN THE AMOUNT OF \$60,000 FOR THE CREATION OF CONCEPTS TO CORROBORATE AND COMMEMORATE THE HISTORIC CHINATOWN IN THE RIVERTOWN AREA AND CHINESE HISTORY PROJECT AT THE ANTIOCH HISTORICAL SOCIETY MUSEUM

WHEREAS, on April 14, 2021, the City of Antioch issued a public apology to the Chinese American community for the actions of Antioch citizens in 1876, that forced Chinese residents to leave the City of Antioch and the area identified as the "Chinatown" of Antioch, by threat of violence;

WHEREAS, on May 18, 2021, the Antioch City Council signaled their intent to address the anti-Chinese sentiment by requesting staff to work with local organizations, committees, and associations to identify and commemorate the historic Chinatown of the Rivertown area ("Chinatown");

WHEREAS, staff began discussions on a path forward with the City's marketing team to create commemoration concepts for the once existing Chinatown area that involves an array of unique concepts that could include work/perspectives of experts in Chinese history, culture, and/or art that would be permanent, experiential, inclusive, and appropriate; and

WHEREAS, staff participated in the selection of a consultant for a Chinese History Project with the Antioch Historical Society that will engage the local Asian community to tell their stories and share their history in a series of exhibits at the Antioch Historical Society Museum.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves an amendment and allocation of funding of the City Manager's FY22 General Fund budget in the amount of \$60,000 for the creation of concepts to corroborate and commemorate the historic Chinatown in the Rivertown area and Chinese History Project at the Antioch Historical Society Museum.

* * * * *

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 14th day of December, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT B

Proposal for Antioch Chinatown Memorial Concepting

On April 29, 1876, under the pretext of spreading venereal disease, all of Antioch's ethnic Chinese residents were forced to flee in advance of a 3 p.m. curfew. Though Antioch was not unique in the anti-Chinese sentiments of the time, Antioch's apology to the community some 145 years later was.

To commemorate, consecrate and memorialize this moment in 1876 and to give substance, permanence and reassurance to the mosaic of peoples, histories and destinies that make up today's Antioch, the City has invited Evviva Brands to develop and share concepts to make visible Antioch's Chinatown.

Chinatown Concepting

As the first step, Evviva will develop a series of concepts to commemorate Antioch's Chinatown. Each concept will be unique. All of them will be permanent, installed, experiential, inclusive and contextually appropriate for Rivertown.

Some concepts may involve the work or perspectives of experts in Chinese history, culture, or art. Others may involve the work of artists/artisans. In all cases, in addition to delivering concepts for further refinement, Evviva will identify appropriate artists/artisans and establish cost/time frameworks with them for concept execution.

Once the City has selected the winning concept, we will refine them together. Costs for the execution of the winning proposal will be agreed under a subsequent SOW.

Costs

Item	Description	Cost
Concepting	Develop a series of unique concepts to commemorate Antioch's Chinatown.	22,500
Project Management	10% services.	2,500
Total		\$25,000

Terms and Conditions

This proposal is offered under the terms and conditions outlined in the Consulting Services Agreement between the City of Antioch and Evviva Brands.



Museum Partners Consulting, LLC

14 Highland Place ~ Suite D ~ Maplewood, NJ 07040 ~ 973-539-9001

Proposal for Interpretive Planning Process – *Chinese History Project*
Antioch Historical Society
 Submitted September 30, 2021

Statement of Purpose

The Antioch Historical Society (AHS) is interested in bringing to light the difficult history the city had with Chinese immigrants in the late 1800s. This history involves previously untold stories in the community and museum, some of which are painful and emotional. Currently, Asian Americans are experiencing more violence towards them in cities across America. A museum consultant would help the all-volunteer AHS engage the local Asian community in determining the best ways to tell their stories and share their history with residents and visitors to Antioch.

Approach and Scope of Work

Museum Partners Consulting LLC (MPC) would begin with an initial meeting with key AHS volunteers and City of Antioch staff to review opportunities and challenges associated with this project, and to compile a list of stakeholders to engage in future discussions around this topic. From this list MPC would help form a Community Advisory Committee, which could include (but is not limited to) members of the Asian American and Pacific Islander (AAPI) community both in Antioch and surrounding towns; representatives from school districts and local businesses; public library staff; professors from local colleges; visual and performing artists of AAPI heritage; representatives from social service organizations; and “regular citizens” who live/work in Antioch. MPC will convene focus groups with this Committee to listen to their suggestions for methods and ideas for appropriately sharing the Chinese history of Antioch through museum exhibits, programs, and other events in the city. By engaging the community from the onset in determining the methods of engagement and content, the AAPI community will be empowered, and the AHS and City will be viewed as respectful collaborators in the process. Engaging the community from the beginning also can help build audience for the AHS.

In addition to the focus group, MPC will research archival material and artifacts related to the story of the Chinese in Antioch to use in future storytelling for the Project. This research will begin with AHS’s collections and research completed to date by volunteers and extend to other local collections of AAPI history in the region including (but not limited to) Angel Island Immigration Museum; the Chinese Historical Society of America (in San Francisco); the California Historical Society; the city of Locke; and the Bancroft Library (at Berkeley)’s *Chinese in California* archives. In researching in these organizations, MPC also hopes to find collaborative partners for future AHS programs and initiatives around this topic. If possible, MPC will informally interview staff at such

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organizations for suggestions and ideas for programs/exhibit components that will be appropriate and engaging but also culturally sensitive. MPC will also bring forward – as relevant and warranted – examples from other cities and museums of programmatic initiatives and exhibitions that have dealt with sensitive/related topics. These examples can serve as ideas for focus group questions, potential collaborative projects, and in other ways as catalysts for Antioch's project.

MPC will compile all data and notes from the focus groups, research, and informal interviews into a document that contains suggestions for next steps for AHS, the City of Antioch, and their community collaborators for the *Chinese History Project*.

Qualifications

Lead staff from Museum Partners Consulting, LLC on this project will be Claudia Ocello, President & CEO.

Claudia B. Ocello has over 30 years' experience working with museums across the country on education programs, exhibitions, evaluations, and accessibility. Her four areas of expertise seamlessly interweave to focus on audience. Recently she worked with Historic Cherry Hill (NY) conducting audience research and focus groups for a re-interpretation of their historic house; and Wounded Warrior Project, Inc., gathering stakeholder input on themes and graphics for an exhibition at their headquarters. Other recent/current projects include exhibitions at the Newark Public Library and Morristown & Morris Township Public Library; evaluation projects for art and history museums in New York; and creating online developmentally appropriate lessons for K- 12 audiences for museums in NJ and CA.

Claudia holds an MS in Museum Education from Bank Street College of Education and has won awards from the American Association for State and Local History and the American Alliance of Museums for exhibitions and programs. She is also the recipient of the 2008 Award for Excellence in Practice from the Education Committee of the American Alliance of Museums, and the 2013 John Cotton Dana Award from the New Jersey Association of Museums. As part of her philosophy of "giving back" to the museum field, she served as Adjunct Faculty in Seton Hall University's Masters in Museum Professions Program for 19 years.

For work samples and more information see
www.museumpartnersconsulting.com.

Estimated Timeline

Month 1 – Kickoff meeting; Discussion of stakeholders/audience for project; initial research; focus group recruitment

Month 2 – Finalize focus group participants; continue research; meetings as needed

Months 2-3 – Conduct focus groups; continue research as needed; meetings as needed

Months 3-4 – Analyze focus group data and other info/research; submit report with recommendations.

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Estimated Investment Required to Complete Project

Meetings with Committee (in-person and/or online)	\$ 1200.
Focus Groups (three) – recruitment	\$ 450.
Focus Groups (three) – preparation	\$ 900.
Focus Groups (three) – lead/conduct	\$ 900.
Focus Groups (three) – data analysis	\$ 6750.
Research	\$ 4500.
Written report	\$ 6000.
SUBTOTAL	\$20700.
Travel	
Airfare	\$400/trip x 2 trips (1 week each trip) \$ 800.
Car rental	\$400/trip x 2 trips \$ 800.
Lodging	\$1700/trip x 2 trips \$ 3400.
Per Diem	\$462/trip x 2 trips \$ 924.
SUBTOTAL	\$ 5924.
Overhead	\$ 0
TOTAL	\$26624.

About Museum Partners Consulting, LLC

Museum Partners Consulting, LLC, (MPC) offers creative solutions for museums in the areas of exhibition research and development, education programs, issues of accessibility, and evaluation projects.

Led by a museum professional with over 30 years' experience, MPC believes in working collaboratively in partnership with clients. MPC takes an audience-centered approach to exhibitions, education programs, access, and evaluation, while empowering museum staff to assume ownership of the project once it is complete.

MPC's clients include art museums, history organizations and museums, historical societies, gardens and public parks, and public libraries.

Visit www.museumpartnersconsulting.com for samples of work and statements from clients.

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References

Jane Eliasof, Executive Director, Montclair History Center, NJ
jane@montclairhistorical.org 973-744-1796

Alissa Keller, Director, Museums of Historic Hopkinsville, KY
Alissa@museumsofhopkinsville.org 270- 887-4270

Shawna Reilly, Education Director, Historic Cherry Hill, NY
shawna@historiccherryhill.org 518-434-4791

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STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 14, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Elizabeth Householder, MPP, City Clerk
Christina Garcia, CMC, Deputy City Clerk 

APPROVED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Board of Administrative Appeals Appointments for One Vacancy Expiring March 2024 and One Vacancy Expiring March 2022

RECOMMENDED ACTION

It is recommended that the Mayor nominate, and Council appoint by resolution:

- 1) One Member to the Board of Administrative Appeals for the 4-year term vacancy, expiring March 2024; and
- 2) One member to the Board of Administrative Appeals for the 2-year term vacancy, expiring March 2022.

FISCAL IMPACT

There is no fiscal impact as all positions are voluntary.

DISCUSSION

The Board of Administrative Appeals consists of five members and one alternate to be appointed by the Mayor and confirmed by a majority of the Council. The Alternate Member shall serve a term of two years. The Board hears appeals regarding administrative decisions by any official of the City dealing with Municipal Code interpretations. These administrative citations are typically issued by a Code Enforcement Officer, Police Officer, or Animal Control Officer.

Three of the Board Members shall have experience in the building construction trades and/or training in the California Code of Regulations, or such training and experience necessary to hear appeals on Building, Housing, and Technical Codes. All appointed members of the Board shall be Antioch residents. Meetings are held the first Thursday of every month at 3:00 p.m.; or on other dates as needed.

Currently there is one (1) Board Member, 4-year term vacancy, expiring March 2024 One (1) Board Member, 2-year vacancy, expiring March 2022, and One (1) Alternate Member, 2-year vacancy, expiring March 2022.

The City of Antioch advertised to fill the vacancies in the usual manner. The Clerk's Office received two applications from the following residents to be considered for appointments:

- Crystal Sawyer-White
- Ronald A. Grant

All applicants were interviewed by Mayor Thorpe.

ATTACHMENTS

- A. Resolution
- B. Applications

RESOLUTION NO. 2021/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPOINTING [INSERT NAME OF APPOINTEE AFTER APPOINTMENT] TO THE
BOARD OF ADMINISTRATIVE APPEALS FOR ONE (1) (4-YEAR) VACANCY
ENDING MARCH 2024 AND [INSERT NAME OF APPOINTEE AFTER
APPOINTMENT] FOR ONE (1) (2-YEAR) VACANCY ENDING MARCH 2022**

WHEREAS, there is currently one (4-year term) vacancy on the Board of Administrative Appeals ending in March 2024; one (2-year term) vacancy on the Board of Administrative Appeals ending in March 2022; and one (1) Alternate Member vacancy (2-year term), ending in March 2022;

WHEREAS, the City Clerk's Office made announcement of the vacancies and solicited applications for all of these vacancies;

WHEREAS, Mayor Lamar A. Thorpe received and offered interviews to two (2) interested applicants;

WHEREAS, Antioch Municipal Code Section 2-5.201 requires that the Mayor nominate candidates for membership on all boards and commissions and requires that the City Council approve, by a majority vote, the appointment of said nominees; and

WHEREAS, Mayor Lamar A. Thorpe has nominated [insert name of appointees after appointments] to the Board of Administrative Appeals.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves the Mayor's nominations of [insert names of appointees after appointments] and appoints them to serve on the Board of Administrative Appeals, with the term of [insert name of appointee] ending in March 2024 and the term of [insert name of appointee] ending in March of 2022.

* * * * *

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 14th day of December 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

5:00 p.m., Friday, October 15, 2021.

An application is available at <https://www.antiochca.gov/#> and at the City Clerk's Office.



RECEIVED

OCT 09 2021

CITY OF ANTIOCH
CITY CLERK

APPLICATION DEADLINE DATE: 5:00 p.m., October 15, 2021

APPLICATION FOR COMMUNITY SERVICE

BOARD OF ADMINISTRATIVE APPEALS

One (1) Board Member, 4-year term vacancy, expiring March 2024 One (1) Board Member, 2-year term vacancy, expiring March 2022 One (1) Alternate Member, 2-year term vacancy, expiring March 2022

PRINT YOUR NAME Crystal Sawyer-White

ADDRESS_CITY Feather Way Antioch, Ca

ZIP CODE PHONE (H)_(W)_(C) E-MAIL ADDRESS 94531

EMPLOYER Self-Employed

ADDRESS_CITY Feather Way

OCCUPATION Education Consultant

YEARS LIVE IN THE CITY OF ANTIOCH 17 years

LIST THE THREE (3) MAIN REASONS FOR YOUR INTEREST IN THIS APPOINTMENT:

1. I am a Former School Board Trustee (2016-2020) and I want to continue to serve as a Board Member for the Board of Appeals.
2. I am very politically active on the local and state level. I am a Member of California Black Women Collective, Black Women's Political Action Committee, and ECCC Democratic Club.
3. I previously worked for the County of Santa Barbara in the Planning and Development Department as an Administrator.

HAVE YOU ATTENDED ANY MEETINGS OF THIS BOARD? No. I plan to attend and review

the videos this week.

HAVE YOU HAD ANY PREVIOUS CITY COMMUNITY SERVICE ON THIS BOARD? (If yes, please explain) No.

WHAT SKILLS/KNOWLEDGE DO YOU HAVE THAT WOULD BE HELPFUL IN SERVING ON THE BOARD OF ADMINISTRATIVE APPEALS? I worked for the County of Santa Barbara in the Planning and Development Department. I processed building permits, inspected residential properties that were in violation, and reviewed blueprints/AutoCAD. I am a Former Antioch School Board Trustee. I have reviewed and approved legal documents for commercial properties.

PLEASE INDICATE ANY FURTHER INFORMATION OR COMMENTS YOU WISH TO MAKE THAT WOULD BE HELPFUL IN REVIEWING YOUR APPLICATION. I would like the opportunity to expand my knowledge in this role and I truly would be honored to serve in this role.

PLEASE READ THE ATTACHED GENERAL INFORMATION REGARDING BOARDS AND COMMISSION SO YOU ARE AWARE OF THE DUTIES, TIME AND FREQUENCY OF MEETINGS. CAN YOU ATTEND MEETINGS AT THE DESIGNATED TIME?

PLEASE ATTACH YOUR RESUME *(Recommended to enhance your application)*.

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

Email completed application with resume to: cityclerk@ci.antioch.ca.us. You can also

mail/deliver to:

Office of the City Clerk
City of Antioch
200 "H" Street
P.O. Box 5007
Antioch, CA 94531-5007

Signature Date

Crystal Sawyer-White 10/9/2021



RECEIVED

OCT 21 2021

CITY OF ANTIOCH
CITY CLERK

APPLICATION EXTENDED DEADLINE DATE: 5:00 p.m., November 12, 2021

APPLICATION FOR COMMUNITY SERVICE

BOARD OF ADMINISTRATIVE APPEALS

One (1) Board Member, 4-year term vacancy, expiring March 2024

One (1) Board Member, 2-year term vacancy, expiring March 2022

One (1) Alternate Member, 2-year term vacancy, expiring March 2022

PRINT YOUR NAME Ronald A. Grant
ADDRESS Crocker Way CITY Antioch
ZIP CODE 94531 PHONE (H) _____ (W) _____ (C) _____
E-MAIL ADDRESS _____
EMPLOYER Merritt College
ADDRESS Campus Drive CITY Oakland
OCCUPATION Professor
YEARS LIVE IN THE CITY OF ANTIOCH 2

LIST THE THREE (3) MAIN REASONS FOR YOUR INTEREST IN THIS APPOINTMENT:

- 1 Utilize construction, real estate and community service to solve problems
- 2 articulate common sense approach to administrative issues in laymen's language
- 3 communicate technical approach for appeal process to public

HAVE YOU ATTENDED ANY MEETINGS OF THIS BOARD? Zoom

HAVE YOU HAD ANY PREVIOUS CITY COMMUNITY SERVICE ON THIS BOARD? (If yes, please explain) no

WHAT SKILLS/KNOWLEDGE DO YOU HAVE THAT WOULD BE HELPFUL IN SERVING ON THE BOARD OF ADMINISTRATIVE APPEALS? I have been in real estate and construction but now teach at the community college level; broad experience with infrastructure issues

PLEASE INDICATE ANY FURTHER INFORMATION OR COMMENTS YOU WISH TO MAKE THAT WOULD BE HELPFUL IN REVIEWING YOUR APPLICATION.

I have reduced my workload and am seeking some volunteer activities that can utilize my knowledge and experience. I want to ensure that my City is moving forward with progressive decisions that reflect the legal and logical thinking of retired professionals

PLEASE READ THE ATTACHED GENERAL INFORMATION REGARDING BOARDS AND COMMISSION SO YOU ARE AWARE OF THE DUTIES, TIME AND FREQUENCY OF MEETINGS. CAN YOU ATTEND MEETINGS AT THE DESIGNATED TIME? yes

PLEASE ATTACH YOUR RESUME (Recommended to enhance your application).

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

Email completed application with resume to: cityclerk@ci.antioch.ca.us. You can also mail/deliver to:

Office of the City Clerk
City of Antioch
200 "H" Street
P.O. Box 5007
Antioch, CA 94531-5007



Signature

Oct 21, 2021

Date

**RONALD A. GRANT
CROCKER WAY, ANTIOCH CA 94531**

Profile: Strong educational management background in Community Colleges with excellent skills in program development, curriculum development and staff training; over ten years of experience in management and supervision.

Objective: Position as a Volunteer Assistant to the City of Antioch

Summary of Qualifications

- President, Vice President of American Indian Schools
- Designed, developed and managed more than ten open entry/open exit curriculums
- Created and re-wrote more than fifty course outlines
- Wrote student rules and regulations for Student Services
- Recruited more than 50,000 students over a three year period
- Developed excellent techniques for student retention resulting in 20% higher retention
- Worked with governmental agencies in developing and designing contract education that resulted in excess of \$2,000,000 in income
- Hired and trained new FTE's and Adjuncts
- Managed Peralta CETA Central Project budget of \$19,000,000
- Responsible for Statewide Cooperative Education and Placement

Experience

Professor and Department Chair (Chair 12 years) Merritt College, Oakland CA	1987 to 2009
Dean of Instruction, Business and Liberal Arts Merritt College, Oakland CA	1981 to 1987
Director, Peralta CETA Central Program Peralta Community College District Office, Oakland CA	1979 to 1981
Dean of Training and Student Services East Bay Skill Center, Oakland CA	1976 to 1979
Specialist, Vocational Education Community College Chancellor's Office, Sacramento CA	1973 to 1976

Education


EDD Organizational Leadership, University of San Francisco, San Francisco, CA, ABD (59 units)
M.A., Education, San Francisco State University, San Francisco, CA
B.A., Vocational Education, San Francisco State University, San Francisco, CA
B.A., Teacher Education, University of California (18 semester units) Berkeley, CA
A.S., Industrial Electricity, Laney College, Oakland, CA



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 14, 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: Police Reform - Antioch Care Team (ACT) Program Development

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution formally accepting the Final Report from Urban Strategies Council for the Antioch Care Team Program Pilot and directing City staff to proceed with the solicitation and procurement process.

FISCAL IMPACT

Year 1 of program pilot is estimated in range of \$1.8 to 2.2M.

DISCUSSION

Addressing the needs of the community during a person's most vulnerable moments is a policy topic of ongoing interest and focus among City leaders in Antioch. Emerging within the context of Police Reform discussions, the Antioch City Council held a special meeting on February 26, 2021 to specifically consider alternative approaches to mental health crisis response.

On March 9, 2021, the City Council received a joint presentation by Contra Costa Health Services and the Public Managers Association. The content included planned improvements and implementation timetables for the region's value stream mapping for mental health crisis response. On March 23, 2021, the City Council provided staff direction to pursue strategic guidance from a consultant to design and deliver a customized program for community crisis intervention in Antioch.

The future program is explicitly intended to be a pathway for reducing law enforcement engagement in when the call type does not necessitate police presence. The approach places high value on trauma-informed, de-escalation and harm reduction techniques.

Following a panel interview process that included the Interim Police Chief, City Attorney, Youth Services Network Manager and Medical Director from the Contra Costa Fire Protection District, the City selected and engaged Urban Strategies Council in late July of 2021. Urban Strategies Council is a research and advocacy organization dedicated to social, economic, and racial equity. They aim to hold institutions and systems accountable to community needs. Prior experience in developing local adaptations of community crisis response models and the organization's mission were determined to align with the City's intent to design a program that recognizes and incorporates the complexity of Antioch's diverse needs.

The primary design components presented in Urban Strategies Council's final work product include:

- Program scope
- Core personnel
- Support personnel
- Staff development
- Pilot facilities
- Community outreach / engagement
- Prevention planning
- APD integration
- Evaluation planning
- Program budget
- Pilot startup phases / timetable
- APD call referrals

With the City Council's direction, staff will proceed from the program design phase to the solicitation / procurement phase.

ATTACHMENTS

- A. City Council Resolution
- B. Presentation Slides
- C. Final Report (The complete report with appendices is accesible at www.antiochca.gov under Announcements)

RESOLUTION NO. 2021/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ACCEPTING THE ANTIOCH CARE TEAM (ACT) PROGRAM DEVELOPMENT
REPORT PREPARED BY URBAN STRATEGIES COUNCIL DATED NOVEMBER
2021 AND DIRECTING STAFF TO PROCEED WITH THE NEXT PHASE
PROCUREMENT AND SOLICITATION PROCESS.**

WHEREAS, in May 2020, in the wake of George Floyd's death in Minneapolis, police reform proposals were introduced at the federal and state levels;

WHEREAS, at the local level, government and police officials began proposing changes to police policy and practice;

WHEREAS, the Antioch City Council is undertaking a Police Reform initiative and seeks to establish alternatives to community crisis intervention;

WHEREAS, the City of Antioch selected Urban Strategies Council to develop an alternative response program model for Antioch;

WHEREAS, Urban Strategies Council is a research and advocacy organization dedicated to social, economic, and racial equity that aims to hold institutions and systems accountable to community needs; and

WHEREAS, the alternative response program model proposed by Urban Strategies Council is consistent with CNA's Bridging the Gap recommendation to research and consider different types of models for responding to people in crisis and implement the most appropriate model that includes collaboration with community organizations and service agencies.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch does hereby accept Urban Strategies Council's Antioch Care Team Program Development Report Dated November 2021.

* * * * *

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 14th day of December, 2021 by the following vote:

AYES:

NOES:

RESOLUTION NO. 2021/**

December 14, 2021

Page 2

ABSTAIN:

ABSENT:

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



ANTIOCH CARE TEAM (ACT) PROGRAM DEVELOPMENT PRESENTATION

Urban Strategies Council
November 2021



Presentation Overview

- **Antioch Care Team (ACT) Program Design Goals & Methodology**
- **ACT Program Core Components**
- **ACT Program Implementation Planning**
- **ACT Program Implementation & Timetable**
- **Q & A**

Antioch Care Team (ACT) Program Design Goals & Methodology

Project Goal – Design a 24-hour health crisis response model program for Antioch residents.

Initial ACT Impact Goals –

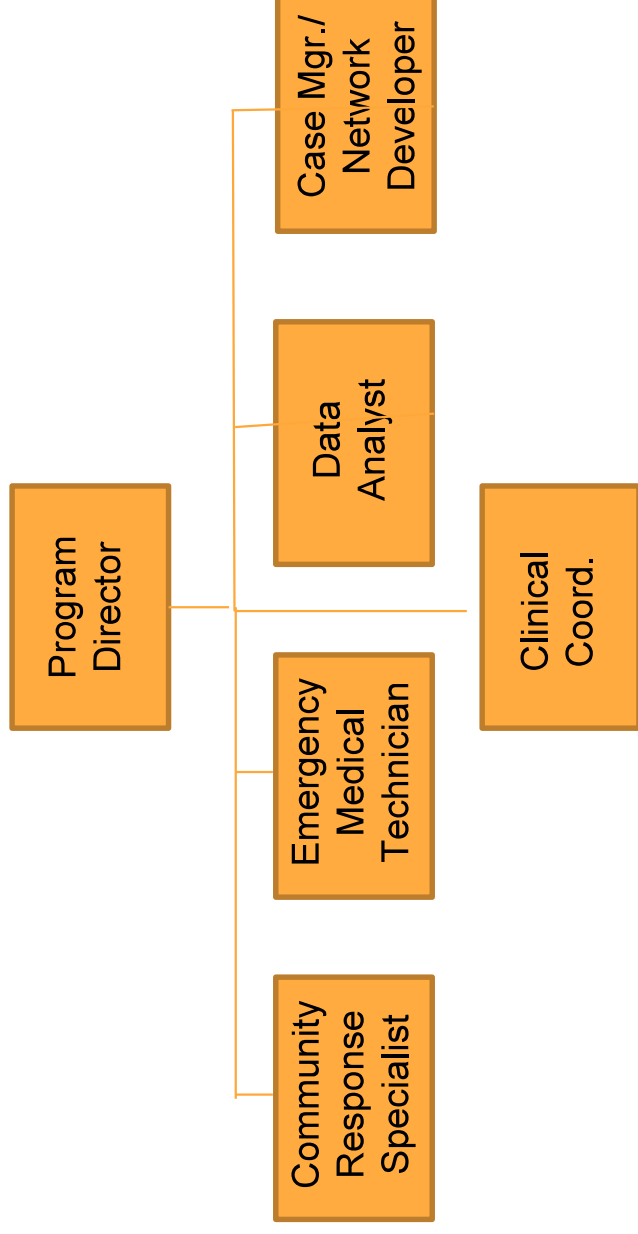
- 1. Reduce non-warrant arrests that result during a 911 response;**
- 2. Reduce the number of individuals transported to the emergency department for non-life threatening medical-related issues that could instead be addressed in a pre-hospital care setting;**
- 3. Reduce the number of behavioral health and lower acuity medical calls traditionally responded to by Police and Fire.**

ACT Program Design Methodology

- Review of alternate response program models
- Focus Groups
- Stakeholder Interviews
- Antioch Resident Survey
- APD Data Needs Assessment (DNA)

ACT Core Program Components

- **Program Scope – 24 hrs. day/7 days wk.**
- **Program Staffing – 14.5 FTE**



ACT Core Program Components

- **Initial Calls Referred for ACT Service – Priority Level 4 & 5 Calls**
Priority Level 3 Calls (based on developed protocols and the dispatcher’s discretion)
- **Examples of Potential Call Referrals**

Person drunk in public	Panhandling/Aggressive Panhandling
Disorderly juveniles	Auto Disturbance - noise, revving engine
Incorrigible juvenile	Loud music/Noise complaint
Family dispute	Confused/senile person
Incomplete 911 call	Public urination/indecent exposure
Wellness check	Trespasser/unwanted person
Subject down (Sleeper)	Found syringe
Person screaming	Person needing referral to services
People sleeping in vehicles	and/or camping in public spaces

ACT Core Program Components

- **Staff Training & Development**
- **APD Integration**
- **Prevention Planning**
- **Community Outreach & Engagement**
- **Evaluation Planning**



ACT Program Implementation Planning

- Pilot Length
- Logistics & Administrative Planning
- Collaboration Opportunities
- Program Budgeting & Funding
- Open Items & Key Planning Issues

ACT Program Implementation & Timetables

- **Phase 1 - RFP/RFQ, Vendor Selection (1-3/22)**
- **Phase 2 - Vendor startup/program planning (3-4/22)**
- **Phase 3 - Program startup (6/7-9/22)**
- **Phase 4 – Pilot full implementation (10/22 – 6/23)**

Q & A

THANK YOU!

ANTIOCH CARE TEAM (ACT) Program Development Report



November 2021

Prepared by



Urban Strategies Council is a social impact organization that uses research, policy, innovation, and collaboration to achieve equity and social justice. The Council's mission is to eliminate persistent poverty by working with partners to transform low-income neighborhoods into vibrant, healthy communities.

Urban Strategies Council

1720 Broadway, 2nd Floor
Oakland, CA, 94612

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<https://urbanstrategies.org>

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ACKNOWLEDGMENTS

First and foremost, thank you to Antioch's residents, political leadership, City government staff leadership, and community leaders. Their commitment to public safety innovation in Antioch envisions a caring and violence-free city that advances community wellness, high quality and trust in government services, and support for all residents in need. The idea for this program design project emerged from the Antioch City Manager's office, and a special thanks to City Manager Ron Bernal, Assistant City Manager Rosanna Bayon Moore, and Interim Police Chief Anthony Morefield for the guidance and feedback they provided.

Over 500 Antioch residents completed community surveys and 30 Antioch residents participated in project design focus groups sharing their experiences with the current 911 response system. Unfortunately, this report doesn't provide full justice narrating (in-detail) their lived experiences and impacts from a system/practice that too many times causes harm to individuals, places undue stress on police, and doesn't solve the root causes of the situations requiring intervention. We thank all of these residents for their thoughtful insights and wisdom, and willingness to share their aspirations and ideas for a new response initiative.

Community-based leaders consulted for the program design included: Elizabeth Artolo (REACH Project), Solomon Belette (East Contra Costa Community Alliance), Jo Bruno, (Delta Peers), Ali Cannon (Rainbow Community Services), Chris Celio (The Home Center), Janet Costa (SPIRIT), Braunz Courtney (HEPPAC – Casa Segura), Gigi Crowder (NAMI), Karen Flores (Most Holy Rosary Catholic Church), Alissa Friedman (Opportunity Junction), Tom Fulton (Northern California Family Center), Nichole Gardner (Facing Homelessness in Antioch), Teri House (Antioch Housing Consultant), Hanna Kelley (Healthcare 4 Homeless), Susun Kim (Family Justice Center), Mickie Marchetti (REACH Project), Maria Morales (Beat the Streets), Michael Pitts (HealthRIGHT 360), and Michelle Stewart (Rubicon Programs).

Antioch and Contra Costa government leaders interviewed for the program design included: Tammany Brooks (former APD Chief), Gwen Daugett (CCBHS), Michael Fisher (CORE), Senai Kidane, MD, (CCEMS), Stacey Malsom and all the dispatchers (APD Dispatch), Anthony Morefield (APD Interim Chief), Officers Hulleman & Lenderman (APD Community Engagement Team), Lori Ogorchok (Antioch City Councilmember), Chad Pierce, MD (CCBHS), Michael Raney (APD), Lisa Reinke (APD), Jenny Robbins (CORE), Tom Tamura (CC Crisis Center), Suzanne Tavano, MD (CCBHS Director), Lamar Thorpe (Antioch Mayor), Tamisha Torres-Walker (Antioch City Councilmember), Matt White (CCHS, Business Intelligence), and Monica Wilson (Antioch Mayor Pro Tem).

David A. Harris, Anne Janks, Charles Eddy and Rania Ahmed were the authors for this report. Urban Strategies Council Research Director Rania Ahmed led the quantitative research for this project and authored the Data Needs Analysis report. Student interns from Antioch Deer Valley and Dozier-Libbey Medical High Schools assisted with surveying Antioch residents. The students were: Lily Bastedo, Kalaia Gonzales, Ruth Jaquez, Sariyah McDowell, Elisa Mejia, Damon Minor, Sara Morales, and A'nyja Morton.

David A. Harris

President and CEO

Urban Strategies Council

A handwritten signature in black ink, appearing to read "David A. Harris". The signature is written in a cursive style with a horizontal line underlining the first part of the name.

I. EXECUTIVE SUMMARY

A national movement for police reform has swept through America. Cities across the country, including the City of Antioch (CA), are working to advance innovation and best practices in local law enforcement and public safety services. Specifically, in non-violent, non-health (life-threatening) response situations where a gun and badge isn't needed or helpful, both the individuals involved, and the police are better served by alternative non-police responses. In March 2021, the Antioch City Council took action directing the City Manager to begin establishment of a 24-hour health-crisis response model program for Antioch residents.

From 2018 to 2020, the Antioch Police Department (APD) received approximately 90,000 911 calls for service per year. In 2020, 4,142 of the total calls were either for homelessness-related or mental health/drug-related issues. Of these calls, approximately 1,373 were categorized as potentially low-level calls. There is a growing movement in policing to redirect these calls to a non-police response. The number of low-level calls appropriate for an alternative (non-police) response are likely greater than 1,373. APD responded to all of these low-level calls, regardless of their threat level.

The Antioch City Manager's office contracted with the Urban Strategies Council (the Council) to develop a program model and pilot initiative for a non-police response to low-level 911 calls serving Antioch residents. The Council engaged Antioch residents and community stakeholders in a community survey, focus groups and direct interviews to better understand their experiences with the 911 system and aspirations for new response strategies. The Council also worked with the Antioch Police Department (APD) to complete a data needs analysis to inform the program design.

The working name of the proposed program is the: **Antioch Care Team (ACT)**. The desired impacts of ACT are to: reduce non-warrant arrests that result during a 911 response; reduce the number of individuals transported to the emergency department for non-life threatening medical-related issues that could instead be addressed in a pre-hospital care setting; and reduce the number of behavioral health and lower acuity medical calls traditionally responded to by Police and Fire.

The opportunity for ACT is to provide community-focused, trauma-informed and healing-centered call responses by well-trained non-police personnel who can increase impacted individuals' access and connection to timely, appropriate and safe community-based services and resources. Everyone in Antioch stands to benefit from the ACT program – especially residents at the center of the service call and the police. Residents get a safer response, and police get to focus on major crimes, emergency response and investigation (their core public safety responsibilities).

The basic service of the ACT pilot is the deployment of well-trained teams that respond to a broad range of low-level calls and situations without police or other EMS personnel. At the center of the team are ACT core response staff consisting of a Community Response Specialist and Emergency Medical Technician. The ACT staff also includes a Project Director and small support staff. The pilot program projects a total of 14.5 FTE positions required for a 24/7 citywide pilot implementation.

For the pilot program, APD Dispatch will refer calls from priority levels 4 & 5 to the ACT unit, with some priority level 3 calls (based on developed protocols and the dispatcher's discretion). Initially, ACT will respond to dispatch-referred calls initiated through the 911 system. A sample of the call situations that ACT may respond to includes:

- Person drunk in public
- Panhandling/Aggressive Panhandling
- Disorderly juveniles - group
- Auto Disturbance - noise, revving engine
- Loud music - Noise complaint
- Incorrigible juvenile
- Confused/senile person
- Family dispute
- Incomplete 911 call
- Public urination/indecent exposure (without criminal intent)
- Wellness check
- Subject down (typically a resident asleep in public)
- Trespasser/unwanted person
- Found syringe
- Person screaming
- Person needing referral to services w/o access to phone
- People sleeping in vehicles and/or camping in public spaces

ACT's operational requirements include: a small office space (staff will largely operate in a mobile unit), access to APD's radio dispatch system, specially designed protocols for ACT service call referrals and follow up, necessary first-aid supplies, a strong data monitoring and evaluation system, referral agreements with community-based service providers, ongoing staff training and call reviews, ongoing communication with and feedback from APD officers, and a pro-active and transparent community outreach and engagement effort.

Four phases are identified for program implementation. They include initial periods for vendor selection (phase 1), and startup planning (including staff hiring/training) (phase 2). Pilot program rollout is projected for June/July 2022 (phase 3) and full startup by 10/22 (phase 4). The ACT pilot should run for a minimum of one-year, and possibly two. The approximate annual pilot program costs are \$1.8 to \$2.2 million.

II. PROJECT BACKGROUND/COMMUNITY NEED

The need to develop alternative non-police responses to non-violent, non-life-threatening 911 calls is a critical law enforcement policy issue facing local governments and community residents. The May 2020 murder of George Floyd ignited the largest mass protest movement in U.S. history, opening policy windows across the country for reforms/reinventions of policing systems, policies and practices. In Antioch CA, local leaders and residents identified the need for alternative non-police responses for low-level 911 calls. In March 2021, the Antioch City Council took action directing the City Manager to begin establishment of a 24-hour health-crisis response model program for Antioch residents.

In non-violent, non-health response situations where a gun and badge isn't needed or helpful, both the individuals involved, and the police are better served by alternative non-police response personnel. The greatest unintended consequences of armed police responses to low-level calls are trauma, injury and death to the individual(s) 'being responded to. Additionally, inefficient deployment of police resources results in other negative unintended consequences. Police are increasingly being requested to connect unhoused individuals to short- and long-term support services, respond to 911 calls for people experiencing mental health crises, respond to 911 calls from those in the midst of domestic disturbances and/or community-member/neighbor conflict situations, and working with young people who may be in danger of getting swept up as trafficking victims or into the criminal justice system.

In many cases, officers do not have the time and training to address situations with underlying complex socio-economic problems, nor adequate access to community resources. This results in a delayed focus on serious criminal response, investigation and priority safety issues; poor officer morale/increased officer stress; increased overtime expenses; and arrests of individuals where a non-carceral outcome is warranted.

Arrests have long-term impact through exposure to the criminal justice system. Police responding to mental health emergencies is stigmatizing, suggesting a crime rather than a health emergency. In some situations, non-criminal/non-violent calls can be escalated by the mere presence of armed officers. Police use of physical force to manage situations or ensure compliance with orders, result in trauma and damaged community relations. Even if a situation is handled perfectly, the long-standing distrust of police by many heavily-policed communities limit many residents' willingness to call for police assistance or engage with police on scene. Data from national research of police departments from across the country shows that there is a greater likelihood that a police officer will use force on Black, Indigenous, disabled, unhoused and people of

color. When residents distrust police, they are less likely to call for help and more likely to distrust policing efforts to investigate crimes or strengthen community policing.

Trust and relationship issues exist between most municipal governments and communities that have been historically over-policed and under-resourced. The history of California's War on Drugs and mass incarceration policies have long been an issue in the relationship between local police departments and many urban areas in California. In that respect, Antioch is similar to most of California's cities.

Recognizing these impacts, the Antioch City Council and City Manager's Office, Contra Costa County, and various community-based, civic and health organizations began to consider new ways for emergency call responses. Antioch began exploring the development of a local non-police response system and Contra Costa County residents approved a special levy – Measure X – to develop an alternative emergency response system for mental health emergencies. The actions taken in Antioch and Contra Costa County reflected the national awareness of the need to develop alternative response programs for low-level 911 calls.

Following up the City Council's March 2021 policy order, in August 2021, the Antioch City Manager contracted with the Urban Strategies Council to develop a pilot alternative response program. The working name of this pilot is: Antioch Care Team (ACT).

III. ANTIOCH CARE TEAM (ACT) PILOT PROGRAM ESSENTIAL COMPONENTS

Background

The primary goal of the proposed Antioch Care Team (ACT) pilot program is to provide a non-police alternative response to low-level emergency situations with well-trained community members that de-escalate and find solutions (centered on the resident's needs and connecting residents to appropriate services). The secondary goal of ACT is to enable Antioch Police Department (APD) officers to focus on more serious calls, crimes, and investigations. The ACT program is independent of the APD and designed to be implemented by an independent non-profit agency (vendor).

While the structure of the ACT program addresses immediate non-violent/low-level emergency responses, there are long-term planning issues that must be acknowledged at the beginning of program startup. These include resolving and integrating the program with current and future county mental health and homeless responses and determining how to best respond to calls currently responded to by county fire and EMS. The goal of the initial effort is to give the space to build relationships with the

community, police, county, and a referral network in a discrete pilot initiative. The pilot initiative also provides opportunities for program innovation, nimbleness in testing, knowledge-building, and continuous improvement.

A non-police responder program in Antioch, developed in collaboration with community stakeholders and responsive to the needs and experiences of residents, with appropriate representation of impacted residents, training, and access to resources and referrals will benefit everyone. A community-based, client-centered, trauma-informed response that promotes clients' dignity, autonomy, self-determination, and resiliency will result in:

- reduction of police interactions with vulnerable populations.
- faster responses to lower priority calls, enabling mitigation and de-escalation of situations.
- lower cost response to non-criminal, non-violent emergency calls.
- APD and CCCFD first responders freed up to respond to higher-priority calls.
- a more appropriate response which connects residents with services to address 'root causes' of the emergency issue.
- transport to services - removing a frequent barrier to services.
- uncoupling medical crisis from unnecessary police contact
- decriminalization of mental illness, alcoholism and addiction.
- qualified and appropriate response for service providers, and families and residents with mental health challenges.
- improved police/community relationships by reducing negative interactions.
- people impacted by the emergency response system gaining control of their social, emotional, and physical well-being through direct service, education, and increased access to community assets and resources.

ACT will utilize best practices for harm reduction, street outreach, trauma-informed care, and culturally competent care and ensure that the planning, implementation, and ongoing assessment of the program reflects the unique needs and experiences of Antioch's diverse communities. The 32-year program community-based public health response in Eugene Oregon, Crisis Assistance Helping Out On The Streets (CAHOOTS) foundational principles are a strong starting point for ACT program replication:

- All services are free and voluntary.
- We rely on effective communication, trauma-informed care, harm reduction, and verbal de-escalation to maintain the safety of our staff and the community.
- We seek the most minimal intervention.

- It is our goal to remain client-centered, and to strive to provide all folks with unconditional positive regard, free of judgment or discrimination.
- We respect a client's right to privacy, dignity & confidentiality.

The core component of the ACT pilot is well-trained teams that respond to a broad range of low-level calls and situations without police or other EMS personnel. The ACT response focuses on de-escalation, mitigation and prevention of escalation or repeated emergency situations, and connecting residents to appropriate services/supports. Also, often offering transportation to a safe location is a key factor in resolving or de-escalating a crisis situation. Transportation is also essential to ensuring that a resident accesses a resource or referral and to a warm and successful handoff.

Although the teams do not include a clinician responding to emergency calls, the model relies on clinical coordination in developing the protocols, collaborating with the county and referral agencies, supporting the responder teams, and ensuring warm handoffs to services, appropriate clinical intervention, and follow-up when appropriate.

Some initiatives (similar to ACT) narrowly target specific types of calls, such as identified mental health calls or situations involving unhoused residents. This unnecessarily restricts addressing the types of situations that do not require police and undercounts the calls that should fall under the criteria.

The DNA captured mental health/drug and homelessness-related calls as examples because they are accessible subsets of low-level calls. However, the range of low-level calls is more than those for mental health/drug use and homelessness-related issues. APD maintains 132 closing class categories to define the types of calls (list of categories is in the DNA report appendix – Appendix 1).

A sample of the call situations that ACT may respond to includes:

Person drunk in public
 Panhandling/Aggressive Panhandling
 Disorderly juveniles - group
 Auto Disturbance - noise, revving engine
 Loud music - Noise complaint
 Incorrigible juvenile
 Confused/senile person
 Family dispute
 Incomplete 911 call
 Public urination/indecent exposure (without criminal intent)
 Wellness check
 Subject down (typically a resident asleep in public)
 Trespasser/unwanted person
 Found syringe

Person screaming

Person needing referral to services w/o access to phone

People sleeping in vehicles and/or camping in public spaces

Many alternative response programs target situations that would otherwise be dispatched to either police, fire, or EMS. Because of the separation of emergency response between Antioch and Contra Costa County, this report proposes a program that focuses on calls normally responded to by the city, while still developing and maintaining integration with current and developing county resources.

The following requirements are essential to ensuring the safety of the teams and community:

- APD dispatch assesses the risks of each call with a series of questions and by reviewing the history of the caller and location.
- The ACT responders must have extensive safety training in assessing and responding to a broad variety of situations.
- The teams will carry radios to communicate with dispatch; in an emergency, they can request assistance if necessary. As programs across the country have begun implementation, initial data indicate that alternative response teams call for police to come to the scene very infrequently and typically for a non-emergency role (traffic control, relinquishing a gun, resident needs to report a crime, etc.).
- Teams are trained to use intuition and have decision-making autonomy.
- All resident interactions are voluntary. A component of ACT safety is that the community members understand that all interactions with the team are voluntary, and residents will help to formulate and agree to any outcome.
- Ongoing communication, coordination, and engagement with partners – police, fire, dispatch, referral network, and community (including integration with the county, advocacy, and service provider networks).
- Ongoing community outreach to build trust, familiarity, and interchange so that residents understand ACT, what to expect, and can offer feedback.

The pilot design supports innovation testing of new practices and the structured includes continuous assessment of types of calls, areas of success and failure, relationships with stakeholders, and impact on community. Data collection and call information are essential to evaluating and improving the program and ensuring support and follow-up for residents.

The following table summarizes the key components of the recommended ACT program model (discussed further in narrative):

Program Scope	24/7, Citywide
Core Personnel	Project Director (1 FTE) Community Response Specialist (5.5 FTE) Emergency Medical Technician (5.5 FTE)
Support Personnel	Case Manager/Network Developer (1 FTE) Data Analyst (1 FTE) Clinical Coordinator (.5 FTE)
Staff Development	Dispatch training, Call reviews, Project staff training.
Pilot Facilities	Team facility needs (1,000 – 2,000 sq. ft.)
Community Outreach/Engagement	Community Advisory Board, outreach/education activities, program public reporting, complaint/feedback mechanism
Prevention Planning	Follow-up protocols for frequent callers
APD Integration	Program introduction, roll call engagement, officer surveys
Evaluation Planning	Determination of program outcomes Program monitoring Continuous assessment Evaluation management
Program Budget	~\$1,805,000 (12 months)
Pilot Startup Phases/Timetable	Initial decisions – Program name/branding, planning team development, identifying procurement needs and compliance requirements. Phase 1 – RFP/RFQ (1-3/22) Phase 1a – Facilities & logistics planning, supplies procurement (3/22) Phase 2 – Protocols development, staffing and training, community outreach, public service marketing (4-5/22) Phase 3 – Pilot Program startup (6/22 – 9/22) Phase 4 – Pilot Program implementation (10/22 – 6/23)
APD Call Referrals	Priority level 4 & 5 call (immediate referral) Priority level 3 calls (based on protocols and dispatcher discretion) Call scenarios TBD – Separate response phone number

A. Core Personnel (Response team)

The ACT core response team will be a Program Manager (1 FTE), Community Response Specialist (5.5 FTE), and Emergency Medical Technician (EMT) (5.5 FTE). Core staffing levels are based on providing ACT services for 24 hours a day, 7 days a week during the pilot program implementation. Shift sizes and schedules will be determined during the program startup. Support personnel includes clinical coordination and other staff roles (identified in the next section). Staffing configurations are organized differently in other municipal alternative response demonstration programs. Differences exist based on staff education and credential requirements and team size.

ACT core personnel is similar to the CAHOOTS model in Eugene OR. CAHOOTS demonstrates (over 31 years) success in responding to emergency situations with non-clinical field staff, hiring people with experience delivering service in non-traditional environments; ability to engage diplomatically with partner agencies; and resiliency. As more programs are implemented, questions remain about the challenges of over-reliance on clinicians when responding to situations of lower acuity than identified serious mental health situations that require diagnosis, assessment, and long-term care planning.

A model that does not use licensed mental health professionals is less expensive and expands the pool of potential team members. Three years ago, some Bay Area programs were already reporting that they could not expand services despite available funding because of challenges in recruiting and retaining clinical staff. Using well-trained non-clinicians removes the recruitment and retention problem faced by programs with licensed clinicians. Given the demographics of the US clinical workforce, non-licensed responders will better reflect the communities they work in. ACT will be able to emphasize seeking staff with a deep understanding of impacted communities and lived experience.

A common concern is that unlicensed responders could increase a jurisdiction's potential liability. Antioch should seek legal counsel on this matter, however other jurisdictions have concluded that responders acting within their scope of practice do not increase liability.

Many programs find that basic emergency medical training on teams that respond to lower acuity situations than are responded to by Fire, EMS, or clinical mental health responders is helpful in supporting residents with less access to health care. Emergency Medical Technicians provide a valuable additional skill set while serving as integral team members.

All program staff, including both direct service and those in support roles, will follow all of California's mandated reporter requirements regarding known and suspected instances of child/elder abuse and neglect. Unique standards of care apply to responding to and treating children and adolescents under the age of 18. Additionally, all legal requirements and best practice standards for confidentiality and consent for treatment regarding children and their parents will apply to all program staff.

The program manager is a combined role who would be responsible for the day-to-day logistics, inter-departmental communication, data collection, recruiting and hiring, scheduling and supervising responder teams, record keeping, and coordinating training. This person should be familiar with the primary components of the program and effective and diplomatic in facilitating stakeholder communication and resident feedback. They may have additional duties in identifying and securing programmatic resources.

An EMT and a crisis worker with several years of experience with the required skills of serving the needs of a diverse community, de-escalation, and resident-centered problem-solving can staff ACT mobile units. These skills and experiences are increasingly sought-after in a tight job market, both because of the expansion of new efforts to address mental health and crisis response and because existing programs are recognizing the value and expanding jobs with these skills and backgrounds. For years, the people with these skills and experience were offered low salaries and turnover was high.

ACT members are a new type of responder. Although one position includes an EMT license, it is not a standard EMT job. The ACT EMT is a fully integrated ACT responder with an additional license. Public sector EMT jobs in the Bay Area average a starting salary at or below \$50,000. EMT jobs are undervalued and have high turnover. Recruiters often emphasize that the job is a stepping-stone to other health care jobs. A program that values a stable workforce must offer competitive salaries that demonstrate that it values the work.

Antioch pays APD Community Service Officers, a more administrative civilian paraprofessional job with comparable education requirements, \$58,860 - \$71,532. ACT members are performing more complex situations relying heavily on independent judgment. The complexity and emergent nature of decisions is closer to the dispatcher job at \$71,304 - \$86,676, with the addition of fieldwork. Oakland's MACRO wage scale is \$65,700 - \$80,000. As more Bay Area jurisdictions create similar programs, recruiting and retaining responders will be essential to a stable program with excellent candidates. Well-paid staff will be cost-effective with low turnover, recruitment of highly qualified

candidates, and a stable, dedicated, excellent workforce. USC recommends a starting salary range of \$60,000-\$70,000 for the Community Response Specialist and EMT.

ACT can recruit from community resources and programs, prioritizing team members with an understanding and knowledge of the communities which they serve. Supportive advocacy groups and service providers connected to local networks of qualified people will help with recruitment. USC recommends ensuring that job requirements do not narrow the pool of applicants unnecessarily. ACT can expand the pool of experienced applicants by addressing potential barriers to employing otherwise qualified people. Although there is a federal requirement that anyone using a police radio undergoes a lower-level, case-by-case background check, it typically does not preclude hiring formerly incarcerated residents who are otherwise qualified.

B. Support Personnel (Case Management/Network Development, Data Analyst, Clinical Coordination)

ACT support staff include a Coordinating Clinician (.5 FTE), Case Manager/Network Developer (1 FTE), and Data Analyst (1 FTE).

Clinical coordination is integral to the ACT model. The clinical role will develop, monitor and evaluate protocols for calls and referrals. There are complex but manageable, multi-tiered considerations in determining appropriate referrals and resources - from health care coverage, if the resident is already receiving county services, obstacles to service access, and managing different constituencies with unique needs, requirements, and referral options (such as elderly, children and youth, intellectual disabilities, etc.). ACT responders will meet regularly with the clinician to review issues, patient advocacy, and calls, as well as for counseling.

This report recommends that Contra Costa County Behavioral Health explore integrating a staff person into the ACT staff to support the development of a model of seamless integration with county resources and referral, ensure information sharing, provide case management and follow-up, develop networks and relationships and with stakeholders and referrals. This is an ongoing need, as the county re-imagines its emergency and non-emergency responses to create complementary programs without duplication or service or information gaps.

The other support staff function is data collection and analysis. USC recommends that the ACT vendor embed a data professional in the ACT staff team, or contract with a third-party data team. Collecting baseline data is key to measuring progress and improving the program. This includes review of types of calls, outcomes, response time, call characteristics, call origination, and following up data capacity building recommendations from the Data Needs Assessment (DNA). The police data requires a

heavy technical workload to provide easy-to-understand products. The skillset of the data team must combine coding, analytical and communication skills, and intersectional knowledge of social sciences. Given these requirements, a team approach may be better suited for data management (given the difficulty of finding the required skillset in one individual).

C. Staff Development (Dispatch Training/Call Reviews)

The ACT pilot is a valuable opportunity to continuously assess and modify the model through ongoing stakeholder input. Follow up of Initial training for the team and dispatchers must include regular reviews of calls by data analysis, and built-in and continuous dispatch and team assessments.

ACT Staff Development

Both the Community Responder and Community EMT need the same training. A recommended list of curriculum topics for project training is included in Appendix 4.

There is a multiplicity of local resources both for curriculum development and training, including:

1. The SPIRIT Program at Contra Costa Community College is a curriculum developed for Peer Mental Health workers. SPIRIT offers foundational training and a pool of graduates many of whom will have experience in county and non-profit work. NAMI Contra Costa's Basics Program provides similar skills. There is significant overlap in the training required for ACT, although the ACT mission has a broader scope and more focus on emergency response.
2. Casa Segura, based in Oakland, operates vans and trains outreach workers in providing limited medical support and harm reduction, serving communities similar to the communities ACT would routinely encounter. They are now working in Contra Costa.
3. Opportunity Junction is a valuable, well-established resource in Antioch for vocational preparation and development.
4. EMS Corps - A successful decade-long Alameda County project that trains justice-involved youth to succeed as EMTs is starting its first Contra Costa cohort in January 2022, in conjunction with the Contra Costa Workforce Development Board. Not only can EMS Corps help recruit ACT applicants, they could be approached for training resources on emergency responses.

Oakland's Mobile Assistance Community Responders of Oakland (MACRO) is currently implementing a similar pilot, with a training curriculum. The Program Manager is

committed to creating regional support and resource sharing. Antioch should explore opportunities to share training resources with Oakland and other area jurisdictions.

Dispatch Protocols & Training

APD Dispatch will need to develop protocols to provide guidance to dispatchers on identifying, assessing, and documenting calls that would be appropriate for ACT dispatch response. Dispatchers will need to receive training, including scenario-based, on the protocols prior to implementation. Training the entire dispatch staff will require two sessions. Dispatch will need ongoing engagement, primarily during staff meetings, to understand their experiences, receive their input, and for developing additional training as new scenarios, issues, and protocols arise.

D. Pilot Facilities

ACT staff will be in the field for the majority of their shift, primarily relying on the pilot facility at the beginning and end of the shift to manage paperwork, restock supplies, etc. Facility needs for the pilot program are: 24-hour access, secure parking, space to complete and submit paperwork, supplies storage, and restrooms.

Depending on the staffing configuration designed by the vendor, oversight and support staff may need an office. The vendor selected to implement the pilot may be able to accommodate the pilot facility needs. Alternatively, the city may identify an existing location. With the development of future city or county services in Antioch, there may be an opportunity for a permanent location.

Initially, USC recommends a working space of approximately 1,000 to 2,000 sq. ft. for the pilot. Office size should be prepared to accommodate 3-4 people at one time.

E. Community Outreach/Engagement

Ongoing community outreach and engagement are critical to the success of the program and to continuous improvement of the model to reflect the Antioch resident experiences with the pilot. The outreach and engagement strategies must pay special attention to communities less likely to be connected to traditional media and outreach strategies.

This report recommends several structural elements to create mechanisms for ongoing stakeholder and community outreach, engagement, and input into the program:

1. A community advisory board to provide oversight and support for the program. Meetings, reports, complaints, and data should be public-facing (except when it

includes identifying information). Transparency will help to counter any concerns about representation or the selection process for the board.

2. Regular and structured meetings with service providers offering referrals and resources for ACT - although much of the provider feedback will occur during informal interactions, there should be reviews of referrals, answering both data and narrative questions (e.g., is the provider receiving appropriate referrals, are the warm handoffs supporting care, are there missing or overlapping elements to the ACT support of the referral's clients, what are outcomes from referrals).
3. A citywide outreach and public education campaign, beginning several weeks before the pilot startup, including meetings with residents in neighborhoods most impacted by the emergency service system.
4. A regularly updated public-facing reporting ACT website, including a data dashboard, and regularly published newsletter, and social media announcements.
5. A complaint and feedback mechanism with several access points, including training response teams to facilitate the complaint process. A process for the review of complaints and providing the results of the process to the complainant.

F. Prevention Planning

A major goal of ACT is to address low-level situations as an opportunity to find a resolution before escalation - whether through mediating a dispute, helping a resident with safety planning, or connecting residents with appropriate services.

High utilizers of emergency service responders are not receiving the services they need to break the cycle of intervention and are a significant cost driver for emergency services. Olympia, Washington has a specific clinical program for high utilizers of services called Familiar Faces that provides strategies and practices for engaging this population. Findings from the DNA illustrated that APD does not capture or track frequent callers. Calls dispatched to ACT can include a focus on frequent callers to 911 that require frequent police officer response. The ACT staff can displace police in the immediate call with a goal of building a relationship to divert future emergency calls and determine if other solutions or services could be implemented.

The other key prevention strategy is identifying cases that are likely to need or benefit from follow-up, ranging from informal welfare checks or encouraging residents to connect to services to clinical interventions.

Data will provide valuable information in the types of calls and callers (or subjects of calls) that result in escalated situations, repeated interactions with emergency services, etc. This analysis can help target situations, locations, and residents for additional engagement and can inform refinement to call prioritization and dispatch.

Prevention of crisis escalation would be greatly strengthened by a resource location available to residents who need a safe place to recover during a crisis and access to support and services, sometimes called a “warming center,” “sobering center” (although this suggests a much more limited scope of services), or “living room” model. Typically, offering support for up to 23 hours, this is a needed resource in Antioch.

In order to facilitate connections to services, a network of services that address community needs must exist. Appendix 3 includes a current landscape of available services and resources for ACT to access.

G. Integration with APD (Program introduction, Roll call engagement, Officer survey)

APD leadership has been very supportive of the research and discussion of an alternative response pilot. Unstructured conversations have universally resulted in APD officers immediately beginning to identify calls that (they believe) could better be responded to by an ACT unit. ACT staff will receive training on the scope of practice, policies, and procedures for APD, CCFD, and the county response teams.

APD and APD dispatch will be involved throughout the development and implementation of the pilot. In order to ensure that officers are well-briefed on the pilot prior to implementation, there should be presentations during daily roll-calls, including responding to any questions, and providing community education materials for officers to share with community members. The presentations will cover: the function of the ACT unit, how to interact beneficially, protocols, and how ACT is an asset to APD’s mission.

Along with structured and ongoing engagement and assessment with APD leadership, we recommend surveying APD officers before the rollout of the pilot and again after six months. A summary of survey results from the Olympia, Washington Crisis Response Team program is in Appendix 6.

H. Evaluation Planning

Specific goals of the ACT pilot are:

1. Reduce the number of non-warrant arrests that result during a 911 response.
2. Reduce the number of individuals transported to the emergency department for non-life threatening medical-related issues that could instead be addressed in a pre-hospital care setting.
3. Reduce the number of behavioral health and lower acuity medical calls traditionally responded to by Police and Fire.

ACT should be measured for success and evaluated on progress towards meeting these and any additional program goals. USC recommends that the ACT vendor provide the capacity for internal data collection and program monitoring, and that the vendor contracts with an external consultant to conduct both a quantitative and qualitative evaluation of the pilot program.

Internal (vendor) evaluation activities should include:

- Developing calls metadata. Metadata is data about data and seeks to improve each data point with descriptive information that makes data easier to find and analyze.
- Assisting in developing data-sharing agreements and MOUs to streamline information sharing.
- Frequently collecting police data and identifying data needs and gaps.
- Disaggregating data by race, gender, and age when possible.
- Transforming data beyond static reports into user-friendly visuals and dashboards using social math and data storytelling.
- Communicating data-informed findings with stakeholders and the public.
- Tracking findings, issues, requests and actions requested by policymakers, stakeholders and residents.

Monitoring/Reports

The pilot should track and collect adequate data on interactions with residents, outcomes, call responses, types of calls, and outcomes to ensure that analysis, including cost, is comprehensive. Determining what data to collect and what tools to use for input has been considered by multiple jurisdictions. Although Antioch may have specific considerations, looking at the process and results from other programs will be valuable. Some jurisdictions are creating public dashboards to display anonymized call response data, and data should be represented to the public in accessible language and comprehension.

After pilot startup, the program can provide three-month snapshot status reports (January, March and June 2022) and a comprehensive annual report (8/22).

During implementation, the pilot should develop mechanisms for evaluation to measure the impact, outcomes, and efficiency of the ACT pilot and whether the program is achieving its objective, including what data to include in three-month snapshot reports. During the implementation period, there should be further evaluation of the referral and resource network, which are integral to the model. ACT should also monitor cost saving savings from decreased emergency room visits and arrests to build a case for expanded supportive services.

Continuous assessment

It is important to recognize the centrality of dispatch in identifying calls that could benefit from an alternative response and determining the level of risk for the responder and residents. They use the address and caller history and a series of standard safety screening questions, following up to clarify and gain additional information. An example of dispatcher judgment and discretion would be in calls complaining about loud music. Dispatch might decide that an address with repeated noise complaints or other interactions with APD or reports of weapons might be less likely to be responsive to a non-enforcement intervention. Another noise complaint might suggest a situation where the complaining neighbor might be assuaged with information about when the child's birthday party is expected to end, and the party-throwers are likely to abide by an agreement of the ending time.

This type of engagement between ACT staff and APD dispatch is the foundation for ongoing continuous improvement activities key to pilot knowledge development. Additionally, case management reviews between ACT staff and service providers will provide ongoing lessons and opportunities for program improvements. To accelerate program innovation ACT should utilize police surveys, periodic discussions with key stakeholder groups, and data to identify use centers to address with visits before crisis escalation, as key elements of a pilot learning agenda.

There is significant interest in the ACT pilot from academic researchers. Researchers are interested in a study that works with residents to assess impact through analysis of calls, outcomes, and data. Researchers would be especially helpful in finding ways to disaggregate APD data and find ways of quantifying call and outcome data that is not readily accessible.

Future evaluations should consider the following lines of inquiry, as more data become available:

- A better understanding of populations served. Despite the challenges in collecting this data, a better understanding of the populations served will ensure that it is culturally relevant and responsive and identify potential gaps in service.
- An understanding of the economic impact of this alternative program. Exploring the cost-benefit analysis to the city will provide a clearer picture of the return on investment for the City and our community partners.
- The impact to community providers who are part of or associated with the ACT program.

I. Proposed program budget

USC budget models project the total costs for the pilot program (6/22-6/23) to be in the range of \$1.75M to \$2.2M. Following is a sample program budget, identifying the type of expenses identified for the pilot program implementation (including some narrative notes).

PERSONNEL	COST	NOTES
Employee Salaries	\$940,000	Core staff (12), Support staff (2.5)
Employee Benefits	\$329,000	35% of salaries
TOTAL PERSONNEL	\$1,269,000	
OPERATIONS COSTS	COST	NOTES
Equipment (Computers/Communications)	\$55,000	Laptops & 4 Motorola police radios
Professional Services	\$25,000	Technical assistance, program innovation, data services
Office Supplies/Furniture	\$5,000	
Training/Staff Development	\$25,000	Pre-startup and ongoing
Insurance	\$15,000	To be researched.
Rent & Utilities	\$5,000	1000 sq. ft. x \$5 ft.
Repairs & Maintenance	\$2,500	
Janitorial	\$3,000	
First Aid Supplies	\$10,000	
Non-First Aid Supplies	\$10,000	PPE and comfort items such as warm clothes, snacks, water, etc.
Van Expenses (including maintenance & gas)	\$50,000	1 Van, ADA accessible
Travel	\$1,000	
Emergency Housing	\$5,000	
Translation/Interpretation	\$5,000	
Postage & Shipping	\$1,000	
Telephone	\$21,000	
Licenses	\$2,500	
Electronic Health Record & Billing	\$15,000	Medicare reimbursement processing
Community Outreach & Engagement	\$20,000	Community meetings, social/print media
Program Evaluation	\$25,000	
TOTAL OPERATING COSTS	\$301,000	
INDIRECT COSTS	\$235,500	15% (Vendor financial/administrative management)
TOTAL PILOT PROGRAM COSTS	\$1,805,500	

IV. PILOT PROGRAM IMPLEMENTATION PLANNING

Essential Aspects to Pilot Success

The pilot must respond to calls 24 hours per day, 365 days per year, to ensure consistency of response and scalability. Stakeholders must understand the parameters under which ACT responds and expect consistent responses. It is also essential to build a strong, credible relationship with communities served. There will be fewer resources available outside of business hours that enable warm handoffs but simultaneously make the need for a response greater; weekends and nights are repeatedly mentioned by stakeholders because no other resources are available.

ACT cannot be used as an arm of enforcement. Credibility, especially with service-resistant people, requires a non-authoritative, non-judgmental approach. The pilot must engage the community during the planning and implementation, demonstrate transparency in how ACT engages with police and all stakeholders, and ensure ongoing community input and feedback.

ACT staff will carry a police radio and APD dispatch will refer calls for ACT response deployment. The close working relationship between the ACT program and APD may create the perception that ACT is an extension of APD. It is important to clearly define ACT roles and scopes of practice. It must be clear that ACT has no enforcement function, its priority is solely the best interests of the client, and that the public understands that engaging with ACT will not result in police interaction.

For the pilot program, APD Dispatch will refer calls from priority levels 4 & 5 to the ACT unit, with some priority level 3 calls (based on developed protocols and the dispatcher's discretion). Initially, ACT will respond to dispatch-referred calls initiated through the 911 system.

Several stakeholders have asked about having an alternate phone number residents could use to access an ACT response. Further evaluation of creating a new, dedicated number should be part of the pilot initiative learning agenda. Establishing the new number is straightforward operationally and at minimal additional cost if answered with a separate script by APD dispatch. Another possibility is to have 211 answer calls to a dedicated ACT number, although with a higher cost and a few additional technical issues, it would not be prohibitive.

Currently, there are multiple phone numbers that residents are encouraged to use for various, and sometimes overlapping, issues - 211, 988 (coming in 2022), APD non-

emergency line, county 24-hour Behavioral Health Access Line, NAMI Warm Line, domestic violence and sexual assault lines. There are regional and national hotlines, as well that may overlap the local services, but residents may not understand the distinction even if they pay any attention to educational campaigns. Further consideration is needed to determine how much public education would be required and how widely a dedicated number would be utilized. Other options, at least initially, could be to develop an APD dispatch protocol that enables residents to request an ACT response on the non-emergency line or to develop a system for residents to call 211, a 24-hour, crisis-trained phone line, to request an ACT response.

The ACT model has the team in the field for the majority of their shift, primarily responding to dispatch calls. The focus of the teams includes mediation, problem-solving, crisis prevention and de-escalation, transportation, and connection to resources and referrals. If there is time between dispatched calls, ACT responders will follow-up with residents from prior calls to encourage connection to services, check-in with residents who frequently call 911, visit areas of frequent calls for service, or make on-view stops. The team will document calls using the system developed prior to rollout. Pilots and programs in other jurisdictions carry emergency medical supplies such as Narcan, EpiPen, Glucagon (diabetic emergency), O2 tank, Airway kit, wound care materials, and comfort and supportive items, like water, food, hand warmers, socks, etc.

The pilot goals are for rapid implementation, flexibility to tweak processes and learn during the pilot, close communication with APD, dispatch and other stakeholders.

Length of Pilot

This report recommends that the RFP/RFQ be for a minimum one-year (two-year maximum) operational pilot with three-month snapshot reporting, and ending with a report with initial results, quantifiable data, and an assessment. Two years is long enough for nonprofits to consider making the organizational commitment to respond to the RFP/RFQ, gives time to establish the pilot, including responding to feedback, changing elements, and assessing the impact.

Geographic Area of Pilot

Some pilots have hampered their call response averages by not finding the sweet spot between having enough calls and not having too large a response area or not considering travel time in call selection. This is most obvious in programs with a narrowly defined focus. In a larger municipality, pilots are normally restricted to a specific geographic area.

If limiting the geographic area of the pilot, considerations include:

- an area with a sizable population of people at risk for negative police interactions;
- an area with a sizable underserved mental health and unhoused populations;
- a narrow and specifically defined service area.

During the program startup, ACT staff could focus on Police Beat 2, where there are a significant number of calls related to unhoused residents (a DNA finding). This gives the team additional time and opportunities to develop relationships with and knowledge of unhoused communities which will continue to be a central focus of responses. When the full pilot begins implementation, ACT will respond to calls throughout Antioch.

Logistics and Administrative Needs

Prior to the implementation of the pilot, the planning team will create initial administrative and clinical methods, identify logistical needs and considerations, and begin to construct resource and referral lists.

Scheduling of coverage and shifts should consider how to support APD in high volume periods and whether to create schedules that do not coincide with APD shifts to support coverage during shift changes. Many service providers are not available outside of office hours. Shelter referrals are not available on weekend days. Although fewer referrals are available, the need for an alternative response is more imperative.

Pilots and programs in other jurisdictions have considered and created administrative, logistic, engagement, and referral processes and lists. This report encourages the city of Antioch to utilize the experiences and planning of other jurisdictions as a starting point in developing plans.

Collaboration Opportunities

ACT units will rely on referral resource lists as they become familiar with local service providers. The program will need to be able to track availability, intake coordination, hours, rules, acceptance statistics, barriers to care, range of disposition options, ADA accessibility, languages spoken with a comprehensive, continuously updated lists of referrals and resources. The list also needs to track services that can help address obstacles to referrals, such as pets, keeping family units together, or storing possessions.

The success of the ACT program will depend on the ability to transport and have a “warm handoff” of clients to referral partners. The pilot’s ability to divert residents from the ED and criminal justice system is only possible when there are adequate referral resources.

ACT and the county stakeholders will need to collaborate to ensure that the county services and ACT are both strengthened in providing appropriate responses to Antioch residents. There are four current county field response programs:

1. Mental Health Evaluation Team (MHET) - clinicians co-respond with police to 300 high-acuity calls annually.
2. Mobile Crisis Team (MCRT) - mental health providers, responding with or without police, provide mental health stabilization, assess for involuntary holds, and provide follow-up care for 1,600 adult calls per year.
3. Mobile Crisis Team typically requests APD escort or stand-by on calls. Mobile Response Team (MRT) clinicians respond to 1,000 youth calls each year.
4. Coordinated Outreach Referral, Engagement (C.O.R.E.) outreach teams serve 4,500 people in a year and is the sole entry point to the county's coordinated unhoused services.

The county is planning an expansion and restructuring of services to address mental health calls with three levels of response from co-responding with law enforcement to a low-level non-clinical response and a Miles Hall Hub to coordinate response and provide support.

This report recommends pursuing county support for a crisis support or warming center in Antioch. The limited services available in East County are recognized and confirmed. Although considerable attention is focus on addressing housing needs, at the other end of the service spectrum, many stakeholders discussed the need for a resource to provide a safe place to help residents in crisis to stabilize and give support before a crisis escalates.

Program Startup Phases/Timetable

The pilot program design proposes a four phases implementation schedule.

Phase 1 - Identifying a vendor to implement the ACT program will dominate the first phase of program startup, January to March 2022. Fast track issuing an RFP/RFQ and completing a competitive selection process will take 3 months at best. (See sample RFQ from City of Oakland in Appendix 5.) During this period, initial decisions must be made re: formal program naming/branding, identifying and convening an internal City planning/support team, and identifying initial legal/insurance/compliance issues.

Phase 2 - The second phase, April to May 2022, will be a sprint to startup with the vendor working on staffing the project, identifying facilities, network development, and organizing initial training activities. City support can be helpful in developing initial protocols, dispatcher training, coordination with the County, and production of community outreach and marketing materials.

Phase 3 - At best, pilot program startup may be able to begin in June 2022. This is the most ambitious scenario. Likely, the pilot will begin by July 2022. Stakeholders should expect that initial roll out of the ACT program may start on specific times of day, in specific areas of the City (given the need to complete program staff hiring and training).

Phase 4 - The final phase of the program startup – full implementation of the pilot program - should begin no later than October 2022 and end June 2023. Based on initial outcomes, impact and lessons learned, the City can decide to extend the pilot (for program refining and learning purposes) or fund the effort as a sustainable City service.

V. PROJECT METHODOLOGY

Urban Strategies Council's (Council's) community outreach and engagement methodology focused on surveying Antioch residents about their interaction with the 911 emergency call system; assessing support for the City's leadership objectives and expectations for a pilot program; inviting stakeholders to invest in the development of a pilot that addresses the concerns of the public; reviewing alternative-response model best practices and evaluations; and, collecting residents' stories of their experiences with Antioch's 911 system and local/Contra Costa County law enforcement and emergency response systems.

Specific methods informing the pilot program development included: 1) reviewing documentation related to existing and newly developed alternative response program models; 2) conducting interviews with key Antioch community leaders/stakeholders; 3) convening focus groups of Antioch residents; 4) surveying Antioch residents (focusing on communities most impacted by 911 response calls); and 5) conducting a data needs analysis (DNA) of APD 911 calls.

Current and proposed models reviewed included documentation from Eugene and Portland, OR; Olympia, WA; Cambridge, MA; Albuquerque, NM; Denver, CO; and Oakland and San Francisco, CA. Documents provided insight into the planning issues, proposed models, and challenges faced by the different cities working to implement alternative response programs.

Through virtual and in-person interviews, we learned from local leaders and residents concerned with outcomes from Antioch's current 911 call system. Individual interviews included leaders from Antioch and Contra Costa's municipal and county governments, community-based and civic organization sectors, local businesses, and individuals directly impacted by an experience with the emergency call system. All interviewees were asked to: 1) share their experiences and opinions of the 911 response system, 2) add/or expand upon early research findings, and 3) help the Council co-create recommendations.

In October 2020, the Council convened three focus groups (virtually) with Antioch residents. Recruited Focus group participants represented a cross-section of community residents across race and gender identities, organizational affiliation, geographic representation, and experiences with the 911 emergency call system.

The Council surveyed Antioch residents, both online and in-person, in October 2021. Five hundred Antioch residents completed the survey. Appendix 2 provides detailed results of the survey findings. Council staff conducted survey outreach with assistance from paid student interns from Deer Valley and Dozier-Libbey Medical High Schools.

Survey Participant Demographic Data:

- Race: White/Caucasian (43%), Hispanic/Latino (23%), African American/Black (16%), Another Race (9%), Asian (7%), American Indian (1%), Native Hawaiian (1%)
- Age: 18-34 years old (15%), 35-54 years old (41%), 55+ years old (44%)
- Gender: Female-identified (63%), Male-identified (33%), LGBTQI or unspecified (5%)
- Unhoused population: 4% (21) participants are unhoused or at risk of being unhoused

Though the survey allowed us to collect a broader range of perspectives, the format led to less detailed and nuanced responses than those from interviews.

A data needs assessment analyzed Antioch police calls for service from 2018 through 2020. Findings from the DNA included:

- From 2018 through 2020, the Antioch Police Department (APD) received approximately 90,000 calls for service/year.
- APD maintains 132 call types and five priority levels: emergency (level 1), urgent (level 2), routine (level 3), and informational (levels 4 and 5). Of which, we identified levels 4, and 5 as potential calls for service to receive an alternative community-based response. We recommend that dispatchers maintain authority

to divert level 3 calls to a community responder or a police officer based on call evaluation.

- Six police beats organize Antioch. Police beat #6 received the highest volume of cases over the past three years, with 2,097 cases in 2020.
- In 2020, Antioch's top three reported cases were 1,075 combined simple and aggravated assaults, 859 mental health-related, and 1,052 incidents of combined petty and grand theft. There were nine completed homicides
- In 2020, APD received 2,761 homelessness-related calls with various priority levels. Four percent (103 calls) were assigned to priority levels 4, or 5.
- All mental health and drug-related calls were given priority level 2 or 3. In 2020, APD received 1,381 calls for mental health/drug related issues.

Additionally, the DNA informed development of the pilot program components in the following areas: staffing needs, identifying APD call referrals, prevention and evaluation planning.

The DNA identifies areas for further data analysis for program development, including:

- Breaking-down low-level calls by the time of call to inform which shifts might require more staffing than others.
- Geocoding the location of low-level calls to identify the most convenient resources available based on the location of the caller and volume of calls.
- Identify other potential call types for potential diversion to ACT.

The full DNA report is Available in the report Appendix 1.

VI. SUMMARY OF COMMUNITY SURVEY RESULTS

In September and October 2021, USC collected over five hundred surveys from Antioch residents. The survey sought to understand the 911 emergency response experiences and needs from residents impacted by the 911 system. The findings informed the development of a new community-based response system that better serves residents and enables law enforcement to focus on major crimes and investigations.

The following points highlight a summary of the survey results.

- 80% of survey respondents had some type of interaction with Antioch emergency services.
- 13% of survey respondents called for a homelessness-related situation.
- 17% of survey respondents called for a mental health/drug-related situation.
- 44% of survey respondents called for a non-emergency situation.
- 24% of survey respondents stated the situation resulted in hospitalization.
- 6% of survey respondents stated the situation resulted in arrests.
- 28% of survey respondents stated they decided not to call 911
- 72% of survey respondents stated they supported the City Council's decision to develop a community-based response system for 911 non-emergency calls.

Appendix 2 includes results from the full community survey.

VII. SUMMARY OF STAKEHOLDER FEEDBACK

Participants were asked identical questions in each focus group: 1, What are your experiences with APD's 911 call response system? 2. What are the characteristics of a non-police response system (for low-level calls) that you'd like to see in Antioch? 3. What community assets and resources should the City build off of to implement a new call response system? 4. What concerns do you have regarding the implementation of a new 911 call system?

A sampling of participant descriptions of their experiences with Antioch's emergency response system included the following responses:

- 'APD needs to acknowledge its problems with Antioch's African American community'
- 'Police are unwilling to engage in conversation or be nuanced in their communications'
- 'Police were not trained to deal with my son's mental health crisis'
- 'The APD response to my African American son was over-armed'
- 'Police actions may be justified but it doesn't make them right'
- 'The current system doesn't work for people with mental health issues'
- 'Most people who get 5150s are black'
- 'I don't know any other number to call than 911'
- 'Unhoused residents are not satisfied with CORE program services'
- 'The APD CET is viewed negatively and not trusted by the unhoused community'
- 'Antioch's AAPI and Middle-Eastern communities need more attention'
- 'People in need are viewed as "cases"'

- 'Police seem bothered when dealing with low-level calls'

Participants identified the following sample characteristics for a non-police response system that they would like to see in Antioch:

- 'Faster response times'
- 'Need for diverse, community-connected staff'
- 'Address interpersonal, interfamily conflict situations'
- 'Need for safe spaces to refer people to'
- 'Includes a system for call triage'
- 'A new system can help identify service gaps for community needs'
- 'While program should fit into the bigger system (e.g., County), it should address the specific needs of Antioch'
- 'Aligned with County efforts'
- 'Have knowledge of and communication channels with gangs'
- 'Need for a collaborative unit that includes police, public health and service providers'
- 'The program and staff should not resemble the police'
- 'Implement the program through a community-based organization, not the City or APD'
- 'Focus on engaging youth through their parents'
- 'Include a community ambassador role (e.g., Fremont Friendly Faces model)'
- 'Include skill building in restorative justice/relationship-building and creative conflict management'
- 'Establish a Community Advisory/Oversight Board'

Participants identified the following community assets and resources that could support a City-run non-police alternative 911 call response system:

- 'Engage with other Bay Area cities implementing similar programs'
- 'Engage social work interns from surrounding colleges'
- 'Greater engagement with CORE and MET programs'
- 'Immigrant community has assets that are unrecognized'
- 'Local churches'
- 'La Clinica, community-based health organizations, and local hospitals/doctors'
- 'Community-based groups like: Rubicon, Mobility Labs, Opportunity Junction, Family Justice Center, Beat the Street, Share Community, Health Right 360, Interfaith Council, Lift Up Contra Costa, Unite US, and others'

The main participant concerns about a City-run non-police alternative call response system were:

- 'Lack of data'
- 'Inadequate community outreach and engagement'
- 'Poor marketing of new initiative to residents'
- 'Hiring opportunities for residents with lived experience'
- 'APD buy-in'

VIII. APPENDICIES

- APD Data Needs Assessment
- Summary of Antioch Community Survey Responses
- Inventory of Community Based Organization/Service Provider Resources
- ACT Staff Training Curriculum Topics List
- Oakland MACRO Program RFQ
- Olympia Washington Crisis Response Team Survey Results



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<https://urbanstrategies.org/>

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 14, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Anthony Morefield, Interim Chief of Police *Am #3320*

APPROVED BY: Ron Bernal, City Manager

SUBJECT: Police Reform - Antioch Police Department (APD) Positional Asphyxia Policy

RECOMMENDED ACTION

It is recommended that the City Council:

1. Consider the positional asphyxia policy recommended by the Police Oversight Standing Committee and the revisions to the policy recommended by the Antioch Police Officers Association and
2. Adopt the resolution approving an Antioch Police Department Positional Asphyxia Policy for inclusion in the Antioch Police Department Policy Manual including the incorporation of any desired revisions to the policy.

FISCAL IMPACT

There is no fiscal impact in accepting and approving this policy.

DISCUSSION

During the Regular Council Meeting on August 24, 2021, the City Council directed the City Manager and the City Attorney to work with the Chair and Vice-Chair of the Police Oversight Standing Committee and the Antioch Police Department to develop a new positional asphyxia policy. The new policy's intent is to protect members of the public involved in law enforcement incidents by identifying and prohibiting the use of Police Officer restraints, holds, tactics and maneuvers that pose a substantial risk of positional asphyxiation, potentially resulting in unconsciousness or death.

Command Staff and subject matter experts from the Antioch Police Department researched existing positional asphyxia policies from around the world, including medical expert opinions on the matter. In addition, the City team examined federal and state laws which guide law enforcement use of force along with reports on industry best practices.

On September 7, 2021, staff met with the Chair and Vice-Chair of the Police Oversight Standing Committee to review the gathered materials and receive further guidance. A draft positional asphyxia policy was created and underwent further revision by an ad hoc committee from the Police Oversight Standing Committee, Police Department staff, and the City Attorney.

The draft positional asphyxia policy was presented to and approved by the Police Oversight Standing Committee on September 28, 2021 (Attachment B). Upon reviewing the draft policy, the committee further directed staff to meet and confer with impacted bargaining units and present any redline comments to City Council. Staff later met with the APOA (Antioch Police Officers Association) who provided redline edits to the draft positional asphyxia policy (Attachment C).

The Police Department contracts with a company called Lexipol which designs web-based policy manuals and training for law enforcement agencies all over the United States. Lexipol further provides a full library of customizable, state-specific law enforcement policies that are updated in response to new state and federal laws and court decisions. The positional asphyxia policy is consistent with federal and state guidance as well as industry best practices.

ATTACHMENTS

- A. Resolution
- B. Positional Asphyxia Policy Recommended for City Council Approval by the Police Oversight Standing Committee on September 28, 2021 (clean)
- C. Draft APD Positional Asphyxia Policy (with redline comments from APOA)
- D. Proposed APD Positional Asphyxia Policy (clean copy)

ATTACHMENT "A"

RESOLUTION NO. 2021/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE ANTIOCH POLICE DEPARTMENT POSITIONAL ASPHYXIA
POLICY**

WHEREAS, on April 13, 2021, the Antioch City Council established a Police Reform Standing Committee of the Whole City Council;

WHEREAS, on June 8, 2021, the Police Reform Standing Committee of the Whole City Council was renamed to the Police Oversight Standing Committee;

WHEREAS, one of the standing committee's responsibilities is to review Antioch Police Department policies;

WHEREAS, on August 24, 2021, the Antioch City Council directed the City Manager and the City Attorney to work with the Chair and Vice-Chair of the Police Oversight Standing Committee and the Antioch Police Department to develop a new policy intended to protect members of the public involved in law enforcement incidents by identifying and prohibiting the use of Police Officer restraints, holds, tactics and maneuvers that pose a substantial risk of positional asphyxiation, potentially resulting in unconsciousness or death;

WHEREAS, staff presented a draft policy for Positional Asphyxia to the Police Oversight Standing Committee on October 26, 2021;

WHEREAS, the Police Oversight Standing Committee reviewed the draft Positional Asphyxia Policy and directed staff to meet and confer with bargaining units and present their redline comments to City Council when subsequent action to adopt the policy was considered by the City Council; and

WHEREAS, staff later met with the APOA (Antioch Police Officers Association) who provided redline edits to the draft Positional Asphyxia Policy.

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED that the City Council of the City of Antioch hereby approve the Antioch Police Department Positional Asphyxia Policy.

* * * * *

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 14th day of December, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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



Antioch Police
Department
Antioch PD Policy Manual

Positional Asphyxia

XXX.X PURPOSE AND SCOPE

This policy provides guidelines concerning positional asphyxia. It applies anytime there is a use of force or restraint applied to a person. Positional asphyxiation is insufficient intake of oxygen as a result of body position that interferes with the person's ability to breath. It can occur during the process of subduing and restraining a person by placing the person in a posture that prevents or impedes the process of normal breathing. Restraint in the prone position presents a significant risk of asphyxia, particularly when a person is handcuffed and left in a facedown position. People may die from positional asphyxia, when the mouth and nose are blocked or where the chest may be unable to fully expand.

XXX.1 DEFINITIONS

Definitions related to this policy include:

Positional Asphyxia - Occurs when the position of the body interferes with respiration and results in asphyxia (a condition arising when the body is deprived of oxygen).

Recovery Position - Position used to situate an unconscious/passive person (typically on their side) in a manner to help keep their airway open and clear to ease breathing and avoid positional asphyxia.

XXX.2 MEDICAL CONSIDERATIONS

Once it is reasonably safe to do so, properly trained officers should promptly provide or procure medical assistance for any person injured or claiming to have been injured in a use of force incident (Government Code § 7286(b)).

Prior to booking or release, medical assistance shall be obtained for any person who exhibits signs of physical distress, who has sustained visible injury, expresses a complaint of injury or continuing pain, or who was rendered unconscious. Any individual exhibiting signs of physical distress after an encounter should be continuously monitored until he/she can be medically assessed.

Based upon the officer's initial assessment of the nature and extent of the subject's injuries, medical assistance may consist of examination by fire personnel, paramedics, hospital staff, or medical staff at the jail. If any such individual refuses medical attention, such a refusal shall be fully documented in related reports and, whenever practicable, should be witnessed by another

ATTACHMENT "B"

officer and/or medical personnel. If a recording is made of the contact or an interview with the individual, any refusal should be included in the recording, if possible.

The on-scene supervisor or, if the on-scene supervisor is not available, the primary handling officer shall ensure that any person providing medical care or receiving custody of a person following any use of force is informed that the person was subjected to force. This notification shall include a description of the force used and any other circumstances the officer reasonably believes would be potential safety or medical risks to the subject (e.g., prolonged struggle, extreme agitation, impaired respiration).

XXX.3 POSITIONAL ASPHYXIA REQUIREMENTS

Officers shall comply with the following conduct concerning positional asphyxia:

- a) A person lying on their stomach in a face-down position may have difficulty breathing. An officer shall only physically force a person to a face down position when reasonably necessary to do so to protect the safety of the person, the officer, or pedestrians.
- b) Immediately following the application of force or restraint of a person, and as soon as it is safe to do so, officers shall position a person in a recovery or seated position to allow for free breathing and to avoid positional asphyxia.
- c) Any body-to-body contact or officers' placement of weight on a person must be transitory. Officers shall not forcibly hold down or place weight on a prone person any longer than reasonably necessary to safely restrain the person. As soon as practicable, an officer's weight on a person shall be removed. Officers shall be aware of the amount and duration of any weight placed on a person.
- d) If officers hold a person down while restraining them, officers shall avoid placing weight on the person's neck or head which can fracture the hyoid bone or cervical spine. No more than two officers shall place weight on a person's upper body or torso. If additional assistance is needed, an additional officer or officers may restrain a person's limbs to restrict their movement.
- e) Once officers safely restrain a person, officers shall not sit, kneel, stand, or place their weight on a person's chest, back, stomach, or shoulders.
- f) Officers must inquire about a restrained person's well-being, including, but not limited to, that person's recent use of drugs, any cardiac condition, or any respiratory conditions or diseases. Officers shall recognize and respond to risks such as the person saying that they "can't breathe", gurgling or gasping sounds, panic, prolonged resistance, the lack of resistance, etc. Officers must be aware of environmental factors, including the nature and temperature of the surface on which they are restraining a person. For example, holding a person down on a hot surface, or in mud or water, can cause other injury or impair breathing.
- g) If a person continues to resist after being restrained, officers must check if any resistance is related to a person's difficulty breathing. When a person has their breathing restricted, the person may struggle more. What officers perceive as resistance may be an indication that the person is struggling to breathe.
- h) Officers shall share any relevant information regarding a person's condition, medical condition, what has transpired during their interaction, or any information about drug or alcohol use, which might be medically relevant, to other officers, personnel, or individuals administering medical aid. If there has been any restriction to a person's breathing, such information is medically relevant and shall be shared at the first practical opportunity.

Persons who exhibit extreme agitation, violent irrational behavior accompanied by profuse

ATTACHMENT "B"

sweating, extraordinary strength beyond their physical characteristics and imperviousness to pain, may be experiencing a serious medical condition and at risk of sudden death. Calls involving these persons should be considered medical emergencies. Officers who reasonably suspect a medical emergency should request medical assistance as soon as practicable and have medical personnel stage away if appropriate.

Policy
XXX

**Antioch Police
Department**
Antioch PD Policy Manual

Positional Asphyxia

XXX.X PURPOSE AND SCOPE

This policy provides guidelines concerning positional asphyxia. It applies anytime there is a use of force or restraint applied to a person. Positional asphyxiation is insufficient intake of oxygen as a result of body position that interferes with the person's ability to breath. It can occur during the process of subduing and restraining a person by placing the person in a posture that prevents or impedes the process of normal breathing. Restraint in the prone position presents a significant risk of asphyxia, particularly when a person is handcuffed and left in a facedown position. People may die from positional asphyxia/suffocation, when the mouth and nose are blocked or where the chest may be unable to fully expand.

The APOA feels when the mouth and nose are blocked to prevent breathing would be more indicative of suffocation, not asphyxia.

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XXX.1 DEFINITIONS

Definitions related to this policy include:

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Recovery Position - Position used to situate an unconscious/passive person (typically on their side) in a manner to help keep their airway open and clear to ease breathing and avoid positional asphyxia.

XXX.2 MEDICAL CONSIDERATIONS

Once it is reasonably safe to do so, properly trained officers should promptly provide or procure medical assistance for any person injured or claiming to have been injured in a use of force incident (Government Code § 7286(b)).

Prior to booking or release, medical assistance shall be obtained for any person who exhibits signs of physical distress, who has sustained visible injury, expresses a complaint of injury or continuing pain, or who was rendered unconscious. Any individual exhibiting signs of physical distress after an encounter should be continuously monitored until he/she can be medically assessed.

Based upon the officer's initial assessment of the nature and extent of the subject's injuries,

medical assistance may consist of examination by fire personnel, paramedics, hospital staff, or medical staff at the jail. If any such individual refuses medical attention, such a refusal shall be fully documented in related reports and, whenever practicable, should be witnessed by another officer and/or medical personnel. If a recording is made of the contact or an interview with the individual, any refusal should be included in the recording, if possible.

The on-scene supervisor or, if the on-scene supervisor is not available, the primary handling officer shall ensure that any person providing medical care or receiving custody of a person following any use of force is informed that the person was subjected to force. This notification shall include a description of the force used and any other circumstances the officer reasonably believes would be potential safety or medical risks to the subject (e.g., prolonged struggle, extreme agitation, impaired respiration).

XXX.3 POSITIONAL ASPHYXIA REQUIREMENTS

Officers shall comply with the following conduct concerning positional asphyxia:

- a) A person lying on their stomach in a face-down position may have difficulty breathing. An officer shall only physically force a person to a face down position when reasonably necessary to do so to protect the safety of the person, the officer, or ~~pedestrians~~ civilians.
- b) Immediately following the application of force or restraint of a person, and as soon as it is safe to do so, officers shall position a person in a recovery or seated position to allow for free breathing and to avoid positional asphyxia.
- c) Any body-to-body contact or officers' placement of weight on a person must be transitory. Officers shall not forcibly hold down or place weight on a prone person any longer than reasonably necessary to safely restrain the person. As soon as practicable, an officer's weight on a person shall be removed. Officers shall be aware of the amount and duration of any weight placed on a person.
- d) If officers hold a person down while restraining them, ~~officers should all~~ officers should avoid placing weight on the person's neck or head which can fracture the hyoid bone or cervical spine.

The APOA feels restraint to the head may be necessary to prevent person(s) from hurting themselves or others. For example, violent or combative persons have been known to harm themselves by slamming their head into the ground, or into objects or others. Therefore, when this situation presents itself, it may be necessary to control the persons head to avoid self-inflicted injury. There also times which may require an officer to control a combative persons head to prevent, spitting, biting and or both.

~~No more than two officers shall~~ should place weight on a person's upper body or torso. If additional assistance is needed, an additional officer or officers may restrain a person's limbs to restrict their movement.

The language "no more than two officers" can restrict an officer's ability to take someone into custody and restrain them in a safe manner. There have been several incidents/situations where officers have encountered persons who are under the influence of drugs (PCP, Methamphetamines, LSD, etc) or alcohol which may cause a person to have extraordinary strength. Encountering a person as described, can determine how many officers it may require to restrain a person. Often this situation requires more than two officers based on the officer's physical size, strength, and physical abilities to control a person.

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Commented [2]: APOA raised concern about limiting officers' ability to restrain an individual's neck or head for legitimate reasons (i.e. they are purposefully injuring themselves, or spitting on others). The City felt the policy should remain as is.

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The current language provided limits the officers safety to detain and or take someone into custody.

Officers are trained to immediately place a person who has been in the face down position during an arrest or detention into a "recovery position."

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- d)
- e) Once officers safely restrain a person, officers shall not sit, kneel, stand, or place their weight on a person's chest, back, stomach, or shoulders.
- f) Officers must inquire about a restrained person's well-being, including, but not limited to, that person's recent use of drugs, any cardiac condition, or any respiratory conditions or diseases. Officers shall recognize and respond to risks such as the person saying that they "can't breathe", gurgling or gasping sounds, panic, prolonged resistance, the lack of resistance, etc. Officers must be aware of environmental factors, including the nature and temperature of the surface on which they are restraining a person. For example, holding a person down on a hot surface, or in mud or water, can cause other injury or impair breathing.
- g) If a person continues to resist after being restrained, officers must check if any resistance is related to a person's difficulty breathing. When a person has their breathing restricted, the person may struggle more. What officers perceive as resistance may be an indication that the person is struggling to breathe.
- h) Officers shall share any relevant information regarding a person's condition, medical condition, what has transpired during their interaction, or any information about drug or alcohol use, which might be medically relevant, to other officers, personnel, or individuals administering medical aid. If there has been any restriction to a person's breathing, such information is medically relevant and shall be shared at the first practical opportunity.

Persons who exhibit extreme agitation, violent irrational behavior accompanied by profuse sweating, extraordinary strength beyond their physical characteristics and imperviousness to pain, may be experiencing a serious medical condition and at risk of sudden death. Calls involving these persons should be considered medical emergencies. Officers who reasonably suspect a medical emergency should request medical assistance as soon as practicable and have medical personnel stage away if appropriate.



Antioch Police
Department
Antioch PD Policy Manual

Positional Asphyxia

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ATTACHMENT "D"

officer and/or medical personnel. If a recording is made of the contact or an interview with the individual, any refusal should be included in the recording, if possible.

The on-scene supervisor or, if the on-scene supervisor is not available, the primary handling officer shall ensure that any person providing medical care or receiving custody of a person following any use of force is informed that the person was subjected to force. This notification shall include a description of the force used and any other circumstances the officer reasonably believes would be potential safety or medical risks to the subject (e.g., prolonged struggle, extreme agitation, impaired respiration).

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Persons who exhibit extreme agitation, violent irrational behavior accompanied by profuse

ATTACHMENT "D"


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CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 14, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Jazmin Ridley, Unhoused Resident Coordinator
Rosanna Bayon Moore Assistant City Manager 

APPROVED BY: Ron Bernal, City Manager

SUBJECT: Unhoused Resident Services - Resolution Authorizing Execution of a Memorandum of Understanding (MOU) with Contra Costa County Health, Housing and Homeless Services regarding Delta Landing Interim Housing in an Amount Not to Exceed \$284,700

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution authorizing staff to execute a MOU in substantial conformance with the attached draft, subject to County Counsel's pending review and the City Attorney's final approval.

FISCAL IMPACT

Not to exceed \$284,700 for a duration of 12 months; to be drawn from the current General Fund budget balance of previously earmarked funds to address unhoused resident needs.

DISCUSSION

The former Motel 6 in Pittsburg, recently renamed the Delta Landing Interim Housing site, will re-open its doors within an estimated 30 days. As part of ongoing dialogue between the City and County, a MOU has been developed that provides access to City initiated, CORE approved referrals for a maximum of 15 bed nights at any one time over a period of one year. The cost to the City is \$52/night when City referrals are placed and beds are utilized. Wrap around support services include benefit assistance, medical services, behavioral health services, as well as case management, housing navigation and rapid rehousing assistance.

The timing for securing potential space through a formal agreement is immediate should the City wish to exercise bed options upon facility re-opening. It is a rare and unique window to have access to a total of 15 new City referred, CORE approved placements at one time. The draft MOU is in the final stages of County review and is requested for

approval to allow for City referred, CORE approved placements as soon as the program resumes at the Pittsburg site. Approval of this MOU will authorize the arrangement.

The City's proposed effort to address unhoused resident needs was recently announced at a press event at the Antioch Amtrak station at which time it was referred to as Antioch's Louie Rocha Emergency Housing Program. The proposal was unveiled by the Transitional Housing Ad Hoc Committee. The MOU is being advanced with the committee's recommendation to approve.

The housing opportunity being offered in neighboring Pittsburg is program rich and cost effective when compared to the City's short term vouchering. Notably, the City's Motel Voucher Program in progress excludes support services at a substantially greater nightly rate. The proposed MOU enables the City to offer a housing alternative in the near term. It expands the number of participants currently being served by the City and presents an overflow option should the City's launch the Non Congregate Bridge Housing program and reach capacity within the same period of time.

City staff recently focused outreach activities on the dangers of encampments in and around the railroad tracks in direct response to the tragedy involving unhoused resident Louie Rocha. An abbreviated intake process was offered that allowed for placement on the City's interest list for future resources such as the Pittsburg opportunity. A number of unhoused residents were identified as matches for short term vouchering. City vouchers for 15 rooms have since been issued and the City is currently housing a total of 22 people and 6 pets for short term stays. At this time, the City's interest list comprises more than 50 people. The City will work in coordination with CORE to refer, assess and place participants as appropriate.

ATTACHMENTS

- A. Resolution
- B. Draft MOU

RESOLUTION NO. 2021/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING
(MOU) WITH CONTRA COSTA HEALTH, HOUSING AND HOMELESS
SERVICES REGARDING DELTA LANDING INTERIM HOUSING IN AN
AMOUNT NOT TO EXCEED \$284,700.**

WHEREAS, the City of Antioch seeks a quality opportunity to connect Antioch's unhoused residents with interim housing and support services;

WHEREAS, the Antioch City Council allocated funding in 2019 to address emergent unhoused resident needs;

WHEREAS, the proposed MOU enables Antioch to initiate City referrals, subject to CORE approval, for placement at the Delta Landing Interim Housing Program facility at the rate of \$52/ night for a period of one year and a maximum of 15 beds at any one time;

WHEREAS, the proposed program is informed by best practices, advances housing solutions and linkages, responds to critical health and safety needs, is cost effective and conforms with Policy Guidelines for the City's Approach to Unhoused Resident Services adopted on April 27, 2021 by City Council Resolution 2021/81;

WHEREAS, the Transitional Housing Ad Hoc Committee supports the proposed arrangement with Contra Costa County and recommends said requested action;

WHEREAS, a stay at Delta Landing Interim Housing is estimated to be of an average duration of four months and the proposed program enables the City to serve an estimated forty five additional unhoused residents than the City's current homeless response.

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

1. Authorizes the City to enter into a MOU for a period of one year in an amount not to exceed \$284,700.
2. Requires that the final form of the MOU shall be in substantial conformance with the draft document and subject to the final approval of 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 14th day of December, 2021 by the following vote:

RESOLUTION NO. 2021/**

December 14, 2021

Page 2

AYES:

NOES:

ABSTAIN:

ABSENT:

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



**MEMORANDUM OF UNDERSTANDING
DELTA LANDING INTERIM HOUSING PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING (**MOU**) is entered into this ____ day of _____, 202__ (**Effective Date**) by and between the County of Contra Costa, acting through its Health, Housing, and Homeless Services Department (**H3**) and the City of Antioch (**City**).

I. Purpose

The purpose of this MOU is to set forth the respective obligations of H3 and the City with regard to housing and support services to persons experiencing homelessness as part of the Delta Landing Interim Housing Program. The City seeks to make referrals of participants to said program and pay, up to \$284,700, on a per-night bed rate, pursuant to the terms and conditions of this MOU.

In consideration of the mutual promises set forth herein, City and H3 agree as follows:

II. H3 Obligations

H3 agrees to subcontract with a provider for the provision of the following services with respect to the Delta Landing Interim Housing Program facility located at 2101 Loveridge Road, Pittsburg, CA 94565 (**Facility**):

- A. H3 will subcontract with the provider to support a maximum of 15 available beds per night, 365 days per year for City-referred, unhoused adults, who are able to take care of their activities of daily living and approved by CORE outreach (**City Clients**).
- B. Subcontractor will provide interim housing and case management services to City-referred, CORE-approved Clients per mutually agreed upon protocols.
- C. Subcontractor will compile a daily list of active and verifiable City Clients at the Facility and email this list to the City's Unhoused Resident Coordinator by 8:30 am on each day that succeeds a day on which the Facility provided space to one or more City Clients. Said email will include a list of City Clients to the Facility but did not appear at the Facility for shelter.
- D. Subcontractor will promptly respond to email and phone requests made by City to refer potentially eligible City identified Clients in an available shelter bed.

III. City Obligations

City agrees to the following terms with respect to its referrals to the Facility:

- A. City will refer City Clients to CORE for assessment and approval for placement by contacting the designated CORE representative via phone or email as soon as the City becomes aware of the need for one or more beds.
- B. City will pay H3 a rate of \$52 per bed per night and will only pay this rate for actual bed nights utilized by City-referred, CORE-approved Clients or eligible persons identified by CORE outreach and approved by designated City staff for placement in an available bed.
- C. City will obtain a Release of Information (**ROI**) from City identified Clients in advance of referral to CORE. The ROI shall be limited to the person's full legal name, date of birth and dates of stay at Delta Landing.
- D. City shall provide H3 with a list of designated City staff who are authorized to provide referrals.
- E. City shall provide CORE with a weekly Delta Landing "interest list" to facilitate and support engagement efforts.

IV. Other Terms

- 1. The term of this MOU shall commence as of December 1, 2021, terminate on December 31, 2022 and not exceed a total amount of \$284,700 unless the parties extend this MOU by separate written agreement.
- 2. City agrees that the subcontractor will not hold beds open if a City referral is not received or does not show at the facility and the CORE team may refer and place another individual that meets city residency criteria in the vacant bed with the City's approval and a signed ROI. The ROI shall be limited to the person's full legal name, date of birth and dates of stay Delta Landing.
- 3. H3 will provide a quarterly reimbursement request to City specifying the number of beds used per night by month, and the total amount due to H3 pursuant to this MOU, within 30 days of the applicable quarter's end.
- 4. City will pay all quarterly reimbursement requests issued to it by H3 no later than 30 days following receipt of such request, unless the City disputes one or more portions of the

reimbursement request, in which case the City will notify H3 of such dispute within 10 days of City's receipt of such request.

5. City and H3 agree to resolve all disputes concerning reimbursement requests by mutual discussion and agreement. Upon resolution of a dispute, City will have 10 days to pay the disputed reimbursement request, or H3 will reissue the corrected reimbursement request and City will have 10 days from receipt of the corrected request to pay the request in full.
6. Neither H3 nor City may assign any rights, or delegate or subcontract any obligations, under this MOU without the other party's prior written consent. Any assignment in violation of the foregoing shall be null and void. Subject to the limits on assignment stated herein, this MOU will inure to the benefit of, be binding on, and be enforceable against each of the parties hereto and their respective successors and assigns.
7. To the fullest extent permitted by law, the parties agree to mutually defend (with counsel of the other party's choosing), indemnify, and hold each party and 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, omissions, or willful misconduct of either party or its officials, officers, employees, subcontractors, consultants, or agents in connection with the performance of the services under this MOU, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees, and other related costs and expenses. Each party's obligation to indemnify the other shall not be restricted to insurance proceeds, if any, received by the party or its directors, officials, officers, employees, agents, or volunteers in connection with the claim or action.
8. This MOU will be governed and construed in accordance with the laws of the State of California.
9. The undersigned warrant that they are fully authorized to execute this Agreement on behalf of the parties for whom they sign.
10. This MOU constitutes the entire MOU between the City and H3.

[SIGNATURE PAGE FOLLOWS]

I hereby certify that I have read and agree to all terms as written in this MOU.

CITY:

CITY OF ANTIOCH

Rowland E. Bernal, Jr. City Manager

COUNTY:

CONTRA COSTA COUNTY

By: _____

Name: _____

Title: _____

ATTEST:

Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

Thomas Lloyd Smith, City Attorney

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 14, 2021

TO: Honorable Mayor and Members of the City Council

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

APPROVED BY: Ron Bernal, City Manager

SUBJECT: Consider and Adopt a Resolution to Enter into a Project Stabilization Agreement for Projects Valued at over \$1,000,000

RECOMMENDED ACTION

It is recommended that the City Council adopt a Resolution approving a Project Stabilization Agreement with the Contra Costa County Building and Construction Trades Council for City capital improvement projects valued at over \$1,000,000 for a period of five years, commencing upon adoption of the Agreement ("Attachment B") and authorizing the City Manager or Designee to execute the Agreement.

FISCAL IMPACT

Unknown at this time, however, staff will monitor the impacts of the Agreement and will present findings prior to the expiration of the five-year term.

DISCUSSION

A Project Stabilization Agreement ("PSA"), (also known as a PLA or Project Labor Agreement) is a pre-hire collective bargaining agreement between one or more labor organizations (often negotiated by the local Building Trades Council) and the owner of a project, which establishes the terms and conditions of employment for project work. The purpose of a PSA is to facilitate the delivery of the project with minimal labor-related disruptions which would adversely impact the public and/or delay the project.

Generally, the terms of the agreement apply to all contractors and subcontractors who are awarded contracts on the project and supplement or supersede any existing collective bargaining agreements. PSA's typically include provisions that prohibit workers from engaging in strikes, work stoppages and slowdowns for the duration of the term of the agreement. In exchange for the commitment not to engage in such activities, PSA's generally require that contractors hire workers who are referred from union hiring halls and that nonunion workers pay dues or fees to the applicable union while employed on the project. Furthermore, contractors must pay the workers prevailing wage, contribute to union trust funds and abide by certain dispute and grievance resolution procedures.

The City Council has expressed an interest in entering into a City-wide PSA with the Contra Costa County Building and Construction Trades Council since the adoption of a similar agreement for the Brackish Water Desalination Plant project in 2018. Beginning in early 2020, the City Manager and City Attorney's offices have taken the lead on negotiating this agreement.

It has been a goal of the City's to develop a document that is consistent with the PSA's of other public agencies in the region with an emphasis on increased hiring from Antioch and the east Contra Costa County region, as well as offering opportunities to veterans desiring to enter into the buildings and construction trades (Helmets to Hardhats program).

Staff has attempted to negotiate the PSA consistent with PSA's negotiated by surrounding cities. Projects covered include all construction including but not limited to the City's Capital Improvement Program public projects, where the engineer's estimate or bid amount exceeds one million dollars (\$1,000,000). The Contra Costa County Building and Construction Trades Council proposes that it also cover stand-alone maintenance contracts valued over one million dollars. The PSA encourages the development of increased numbers of skilled construction workers from the local area including Tier 1 (the City of Antioch), Tier 2 (other communities in East Contra Costa County), and Tier 3 (the remainder of Costa County). There is also an emphasis on offering opportunities to veterans who are interested in careers in the building and construction industry (the "Helmets to Hardhats" program). The agreement clearly defines the difference between construction and routine maintenance projects (see Addendum B Side Letter).

The goal of the PSA is to encourage local contractors to participate in the bidding process thereby potentially reducing the amount of the bids since they are working locally. The PSA is for a five (5) year term and absent the City's request for changes or termination, the PSA will continue for an additional five years. No otherwise responsive and responsible contractor is excluded from bidding on any covered Project subject to the obligation to comply with the terms of the PSA. This may discourage some nonunion contractors from submitting bids.

ATTACHMENTS

- A: Resolution
- B: Project Stabilization Agreement

ATTACHMENT "A"

RESOLUTION NO. 2021/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A PROJECT STABILIZATION AGREEMENT ("PSA") WITH THE CONTRA COSTA COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL FOR PROJECTS VALUED AT OVER \$1,000,000 FOR A PERIOD OF FIVE YEARS, COMMENCING UPON ADOPTION OF THE AGREEMENT, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE AGREEMENT

WHEREAS, certain large, complex City construction projects involve numerous contractors and employees in different trades, have critical timelines for completion, and require a skilled and properly trained workforce to successfully complete the work in a proper and timely manner;

WHEREAS, it is essential that construction on such projects proceed without labor disruptions from external labor relations problems or from frictions that may arise when a large number of contractors and their employees work in proximity to one another on a job site;

WHEREAS, in the private sector, project stabilization agreements are often used for large, complex construction projects to achieve satisfactory performance and economic benefits from having a guaranteed source of skilled workers and avoiding disruptions in work;

WHEREAS, as a result of Contra Costa County's and other public agencies' successful experience with project stabilization agreements, the City Council has requested that the City adopt a Project Stabilization Agreement applying to certain construction contracts awarded by the City Council; and

WHEREAS, City staff and representatives of the Contra Costa County Building and Construction Trades Council negotiated the terms of a Project Stabilization Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves a Project Stabilization Agreement with the Contra Costa County Building and Construction Trades Council for projects valued at over \$1,000,000 for a period of five years, in substantially the form attached as "Attachment B" and commencing upon execution of the agreement, and, authorizes the City Manager or designee to execute the Agreement in a form approved by the City Attorney.

RESOLUTION NO. 2021/**
December 14, 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 14th day of December 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"

PROJECT STABILIZATION AGREEMENT FOR THE CITY OF ANTIOCH

INTRODUCTION/FINDINGS

This Project Stabilization Agreement is entered into this ____ day of _____, 20____, by and between the City of Antioch (hereinafter the "City"), together with contractors and subcontractors of all tiers, who shall become signatory to this Agreement by signing the **"Agreement to be Bound" (Addendum A)** (referred to herein as the "Contractor(s)/Employer(s)"), and the Contra Costa County Building and Construction Trades Council (referred to herein as the "Council") and its affiliated local Unions that have executed this Agreement (referred to collectively herein as the "Union(s)").

The purpose of this Agreement is to promote the efficiency of construction operations for the City of Antioch through the use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project(s) covered by this Agreement.

WHEREAS, the timely and successful completion of the Project is of the utmost importance to meet the needs of the City and avoid increased costs resulting from delays in construction; and

WHEREAS, large numbers of workers of various skills will be required in the performance of construction work on the Project and will be represented by the Unions who are signatory to this Agreement and employed by the Contractors and subcontractors who are also signatory to this Agreement; and

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, it is recognized that on a Project of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption may be substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the City, the Unions, and the Contractors/Employers would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractors/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project and to encourage close cooperation among the Contractors/Employers and the Unions so that a satisfactory, continuous and harmonious relationship will exist; and

WHEREAS, the parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Project if Union and non-union workers of different

employers were to work side by side on the Project, potentially leading to labor disputes that could delay completion of the Project; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractors/Employers and the Unions, except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event the provisions of this Agreement shall prevail; and

WHEREAS, the City places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and military veterans, and recognizes the ability of local pre-apprenticeship and apprenticeship programs to provide meaningful and sustainable career pathways in the construction industry; and

WHEREAS, the contract(s) for construction work on the Project will be awarded in accordance with the applicable provisions of the California State Public Contract Code and all state, local and federal laws; and

WHEREAS, the parties to this Agreement pledge their full good faith and trust to work toward the mutually satisfactory completion of the Project;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I **DEFINITIONS**

- 1.1 "Agreement" means this Project Stabilization Agreement.
- 1.2 "Agreement to be Bound" means the agreement (attached hereto as Addendum A) that shall be executed by each and every Contractor/Employer as a condition of working on the Project.
- 1.3 "City" means the City of Antioch and its governing board, officers, agents and employees, including managerial personnel.
- 1.4 "Completion" means that point at which there is Final Acceptance by the City of a Construction Contract and the City has filed a Notice of Completion. For purposes of this definition, "Final Acceptance" means that point in time at which the City has determined upon final inspection that the work has been completed in all respects and all required contract documents, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the City has executed a written acceptance of the work.
- 1.5 "Construction Contract" means the public works or improvement contract(s) (including design-bid, design-build, lease-leaseback or other contracts under which

construction of the Project is done) awarded by the City that are necessary to complete the Project.

- 1.6 "Contractor(s)/Employer(s)" or "Contractor(s)" or "Employer(s)" means any individual, firm, partnership or corporation (including the prime contractor, general contractor, construction manager, project manager, design-build entity, lease-leaseback entity or equivalent entity), or combination thereof, including joint ventures, and their successors and assigns, that is an independent business enterprise and enters into a contract with the City with respect to the construction of any part of the Project, and all contractors and subcontractors of any tier.
- 1.7 "Council" means the Contra Costa County Building and Construction Trades Council.
- 1.8 "Local Area" means the communities of the City of Antioch and Contra Costa County to be served by the Project.
- 1.9 "Master Agreement" or "Schedule A" means the Master Collective Bargaining Agreement of each craft Union signatory hereto.
- 1.10 "Project" means a City construction project funded in whole or in part with City funds where the engineer's estimate or bid amount exceeds one million dollars (\$1,000,000), including but not limited to new facilities, remodel of existing facilities, infrastructure, water treatment, roadway work including slurry seal, park improvements, and the City's Capital Improvement Program public projects, subject to Section 2.4.5 of this Agreement. All Construction Contracts required to complete an integrated Project shall be considered in determining whether this threshold is met. The City and the Council may mutually agree as amendments to the Agreement to remove or add additional projects to be covered by this Agreement. The term "Project" applies to each and all projects as defined in this section, whether used in the singular or plural herein.
- 1.11 "Project Manager" means the person(s) or entity(ies) designated by the City to oversee all phases of construction on the Project and the implementation of this Agreement.
- 1.12 "Union" or "Unions" means the Contra Costa Building and Construction Trades Council and its affiliated Unions signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

ARTICLE II

SCOPE OF AGREEMENT

2.1 **Parties:** This Agreement applies to and is limited to all Contractors/Employers performing Construction Contracts on the Project (including subcontractors at any tier), and their successors and assigns, the City, the Council, and its affiliated Unions signatory to this Agreement.

2.2 **Applicability:** This Agreement governs all Construction Contracts awarded on the Project. For purposes of this Agreement, Construction Contracts shall be considered Completed as set forth in Section 1.4, except when the City directs a Contractor to engage in repairs, warranty work, modifications, or punch list work under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract.

2.3 **Covered Work:** This Agreement covers, without limitation, all site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting or repair of buildings, structures and other works, and related activities for the Project that is within the craft jurisdiction of one of the Unions and that is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, soils and materials testing and inspection, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, modular furniture installation, and final clean-up. Covered Work includes work done for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed to supply materials to the Project.

2.3.1 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project performed after Completion, unless performed by City employees.

2.3.2 This Agreement covers all on-site fabrication work over which the City, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). This Agreement also covers any off-site work, including fabrication, necessary for the Project and traditionally performed by any of the Unions that is covered by a current Master Agreement or local addenda to a National Agreement of the applicable Union(s).

2.3.3 Except for the delivery of supplies, equipment or materials that are stockpiled for later use, this Agreement covers all construction trucking work, including the hauling and delivery of ready-mix, asphalt, aggregate, sand, soil or other fill or similar material that is directly incorporated into the construction process as well as the off-hauling of soil, sand, gravel, rocks, concrete, asphalt, excavation materials, construction debris and excess fill, material and/or mud. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) days of written request or as required by the bid specifications.

2.3.4 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles IV, XIII and XIV of this Agreement shall apply to such work.

2.4 **Exclusions:** The following shall be excluded from the scope of this Agreement.

2.4.1 This Agreement shall not apply to work performed by the City's own employees as permitted by the Public Contract Code.

2.4.2 This Agreement shall not apply to a Contractor/Employer's non-construction craft executives, managerial employees, administrative personnel, and supervisors above the level of general foreman (unless covered by a Master Agreement).

2.4.3 This Agreement shall not apply to any non-Project work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, city, or other governmental bodies or their contractors. Work performed by public or private utilities including all electrical utility, voice-data-video, and security installation work ahead of and up to the electrical service entry connection or the main point of entry into the building shall be excluded. All electrical utility, voice-data-video, and security installation work performed after the electrical utility service entrance or the main point of entry shall be Covered Work. Additionally, all contracted work performed ahead of the service entrance connection and main point of entry that is inside the property line and provides for access to the building via a conduit or series of conduits shall be Covered Work.

2.4.4 This Agreement shall not apply to the off-site maintenance of leased equipment and on-site supervision of such work.

2.4.5 The City retains the right to reject all bids and re-advertise the project, however in that event this Agreement shall remain applicable. The Agreement shall be limited to Project Work, undertaken pursuant to a Construction Contract which is awarded by the City on or after the Effective Date, and is not intended to, and shall not govern, any construction contracts entered into prior to the Effective Date of this Agreement, or after the expiration or termination of the Agreement.

2.4.6 This Agreement shall not apply to work substantially funded by any federal, state, local or other public agency that prohibits the use of project labor agreements on projects receiving its funding, or the funding of projects on which such agreements are used. With respect to such work, the City agrees to make a reasonable effort to defend the application of this Agreement, including by making a written request to the funding source. Notwithstanding the foregoing, should only a specific provision of the Agreement be prohibited by the funding source, then, upon mutual agreement by the Council, the City shall modify the requirements of this Agreement accordingly, to allow this Agreement to remain in place and to advance the purposes of this Agreement to the maximum extent feasible.

2.4.7 This Agreement is not intended to, and shall not, affect or govern the award of contracts by the City that are not contracted for purposes of a covered Project.

2.4.8 Work of non-manual employees, including but not limited to: superintendents, supervisors, staff engineers, time keepers, mail carriers, clerks, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees. All employees of the City, Project Manager, design teams (including, but not limited to architects, engineers and master planners), or any other consultants for the City (including, but not limited to, project

managers and construction managers and their employees where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Building/Construction Inspector and Field Soils and Material Testers (Inspectors) are a covered craft under the Agreement (this inclusion applies to the scope of work defined in the State of California Wage Determination for said craft). Every Inspector performing under the wage classification of Building/Construction Inspector and Field Soils Material Testers under a professional services agreement of a construction contract shall be bound to all applicable requirements of the Agreement. Nothing in this section will be construed to include Department of State Architects-certified inspectors as included under the scope of this Agreement.

2.4.9 Work performed by employees of a manufacturer or vendor on the manufacturer's equipment if required by the warranty agreement between the manufacturer or vendor and the Owner or Contractor(s) in order to maintain the warranty or guarantee on such equipment; provided that (i) the warranty agreement is the manufacturer's or vendor's usual and customary warranty agreement for such equipment and is consistent with industry practice; and (ii) the Contractor using the employee of a manufacturer or vendor has first demonstrated at the Pre-Job Conference, by an enumeration of specific tasks, that in order to preserve the warranty, the work cannot be performed by construction persons employed under this Agreement.

2.4.10 Work of employees of any Contractor, design team or any other consultant of the Owner not performing construction craft labor covered by a Master Agreement.

2.4.11 Laboratory work for testing and inspections not ordinarily done by the signatory Unions. Surveying, soil testing, and similar work are examples of work ordinarily done by the signatory Unions and included in this Agreement.

2.5 Award of Contracts: It is understood and agreed that the City has the right to select any qualified bidder for the award of Construction Contracts under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement. It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project. A copy of all invitations to bid shall be provided to the Council at the time of issuance.

ARTICLE III **EFFECT OF AGREEMENT**

3.1 By executing this Agreement, the Council, the Unions and the City agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of work under a Construction Contract for the Project, whether as a Contractor or subcontractor thereunder, all Contractors/Employers agree to be bound by each and every provision of this Agreement and agree to evidence their acceptance prior to the commencement of work by executing the **Agreement to be Bound** in the form attached hereto as **Addendum A**.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of work under a Construction Contract, the

Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a condition of accepting the award of a construction subcontract, to agree in writing, by executing the **Agreement to be Bound**, to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a Contractor may not be evaded by subcontracting. If the subcontractor refuses to execute the Agreement to be Bound, then such subcontractor shall not be awarded a Construction Contract on the Project.

3.4 This Agreement shall only be binding on the signatory parties hereto, and their successors and assigns, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise provided by law or the applicable Master Agreement. Any dispute between the Union(s) and the Contractor(s) with respect to compliance with this Agreement shall not affect the rights, liabilities, obligations and duties between the Union(s) and other Contractor(s) party to this Agreement.

3.5 It is mutually agreed by the parties that any liability by a Union signatory to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a Union shall not affect the rights, liabilities, obligations and duties between the Contractor(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including the Schedule As incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. To the extent a provision of this Agreement conflicts with a Schedule A, the provision of this Agreement shall prevail. Where a provision of a Schedule A does not conflict with this Agreement, the provision of the Schedule A shall apply.

ARTICLE IV **WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS**

4.1. The Unions, the City, and the Contractor(s)/Employer(s) covered by this Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or any other facility of the City because of a dispute on the Project. Disputes arising between the Unions and Contractor(s)/ Employer(s) on other City projects are not governed by the terms of the Agreement or this Article.

4.1.2 There shall be no lockout of any kind by a Contractor/Employer of workers employed on the Project.

4.1.3 If a Master Agreement expires before the Contractor/Employer completes the performance of work under a Construction Contract and the Union or Contractor/Employer signatory to the Master Agreement other than through an Agreement to be Bound gives notice of a demand for a new or modified Master Agreement, the Union agrees that it will not strike on work

covered by this Agreement and the Union and the Contractor/Employer agree that the expired Master Agreement will continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/ Employer agrees to comply with any retroactive terms of the new or modified Master Agreement that are applicable to any employee(s) on the Project during the interim, with retroactive payment due within seven (7) calendar days of the effective date of the new or modified Master Agreement.

4.1.4 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the City and the Contractor/Employer three (3) business days' notice when nonpayment of trust fund contributions has occurred, and one (1) business day's notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck, of the intent to withhold labor from the Contractor/Employers' or their subcontractor's workforce, during which time the Contractor/Employer may correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor/Employer who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.1.5 **Notification:** If the City or any Contractor contends that any Union has violated this Article, it will so notify in writing the Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Council will immediately use its best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the workers of their obligations under this Article. A Union complying with this obligation shall not be held responsible for the unauthorized acts of employees it represents.

4.2 **Expedited Arbitration:** Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred.

4.2.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator, under this procedure. In the event the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, the parties shall select the arbitrator from the list in Section 13.4. Notice to the arbitrator shall be by the most expeditious means available, with notice by email and telephone to the City, the involved Contractor, and the party alleged to be in violation, and to the Council and involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the City will contact the permanent arbitrator named above, or the alternate if the permanent arbitrator is not available, who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by email and telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but the parties shall not delay compliance with or enforcement of the award due to the issuance of a written opinion. The arbitrator may order cessation of the violation of this Article, and the arbitrator's award shall be served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article fail to comply with the arbitrator's award ordering the party to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars (\$10,000.00) per shift for which it failed to comply, or portion thereof, until such violation is ceased. The arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.

4.2.5 The arbitrator's award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. The party filing such enforcement proceedings shall give written notice to the other party. In a proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, all parties waive the right to a hearing and agree that such proceeding may be *ex parte*. However, such agreement does not waive any party's right to seek or participate in a hearing for a final order of enforcement. Any court order enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance with the above procedure, are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

4.2.8 Should either the permanent or the alternate arbitrator identified above no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

ARTICLE V

PRE-JOB CONFERENCES

5.1 **Timing:** The Project Manager shall convene and conduct, at a location and time mutually agreeable to the Council, a pre-job conference with the Unions and the representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and discuss in detail the scope of work and the other issues set forth below, at least fourteen (14) calendar days prior to:

- (a) The commencement of any Project work, and
- (b) The commencement of Project work on any subsequently awarded Construction Contract.

5.2 The pre-job conference shall be attended by a representative of each participating Contractor and each affected Union, and the Council and City may attend at their discretion.

5.3 The pre-job conference shall include but not be limited to the following subjects:

- (a) A listing of each Contractor's scope of work;
- (b) The craft assignments;
- (c) The estimated number of craft workers required to perform the work;
- (d) Transportation arrangements;
- (e) The estimated start and completion dates of the work; and
- (f) Discussion of pre-fabricated materials.

5.4 **Review Meetings:** In order to ensure the terms of this Agreement are being fulfilled and all concerns pertaining to the City, the Unions and the Contractors are addressed, the Project Manager and Senior Executive of the Council, or designated representatives thereof, shall meet on a periodic basis during the term of construction. The City and the Council shall have the right to call a meeting of the appropriate parties to ensure the terms of this Agreement are being fulfilled.

ARTICLE VI **NO DISCRIMINATION**

6.1 The Contractors/Employers and the Unions agree to comply with all anti-discrimination provisions of federal, state, and local law, to protect employees and applicants for employment on the Project, pursuant to Public Contract Code 2500(a)(1).

ARTICLE VII **UNION SECURITY**

7.1 The Contractors/Employers recognize the Unions as the sole bargaining representative of all craft employees working within the scope of this Agreement, and all such employees must be represented by a Union for the duration of their employment on this Project.

7.2 The Contractors/Employers shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. This Agreement does not require any employee of a non-union Contractor/Employer to join a Union or to pay dues or fees to a Union as a condition of working on the Project; however, nothing in this Article is intended to supersede the independent requirements of the applicable Master Agreements as to Contractors/Employers signatory to such Master Agreements and as to employees of those Contractors/Employers who are performing Covered Work.

7.3 Authorized representatives of the Unions shall have access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project.

ARTICLE VIII

REFERRAL

8.1 Contractor(s)/Employer(s) performing construction work on the Project shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. The Contractor(s)/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2 Contractor(s)/Employer(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman it considers necessary and desirable, without such persons being referred by the Union(s), unless such craft construction employee is covered by a Master Agreement.

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain the worker(s) from any source. A Contractor/Employer who hires a worker(s) to perform Covered Work on the Project pursuant to this section shall immediately provide the appropriate Union with the name and address of such worker(s) and shall immediately refer such worker(s) to the appropriate Union to satisfy the requirements of Article VII of this Agreement.

8.4 **Employment of Local Area Residents.** The parties to this Agreement support the development of increased numbers of skilled construction workers from the "Local Area", which is defined as: Tier 1—the City of Antioch; Tier 2—the other communities in east Contra Costa County; and Tier 3—the remainder of Contra Costa County. To the extent allowed by law, and consistent with the Local Union's hiring hall provisions, and, further, as long as they possess the requisite skills and qualifications, residents, including journeymen and apprentices, within the Local Area shall be referred in order according to Tier commencing with Tier 1 and continuing through Tier 3 and then to non-Local Area residents until all positions in the dispatch request have been filled for Project work covered by this Agreement.

ARTICLE IX

WAGES AND BENEFITS

9.1 The Contractors/Employers agree to pay contributions to the vacation, pension and/or other deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement(s) for each hour worked on the Project, in the amounts designated in the applicable Master Agreement(s).

9.2 By signing this Agreement, the Contractors/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements described in Section 9.1, which may from time to time be amended, specifying the detailed basis upon which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors/Employers authorize the parties to such local Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratify and accept the trustees so appointed as if they were appointed

by the Contractors/Employers. The Contractors/Employers agree to execute a separate subscription agreement(s) when such Trust Fund(s) requires such document(s).

9.3 **Wages, Hours, Terms and Conditions of Employment:** The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective craft, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

9.4 **Holidays:** Holidays shall be as set forth in the applicable Master Agreement.

ARTICLE X **APPRENTICES**

10.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, including on public works projects, the Contractors/Employers shall employ apprentices from a California state-approved Joint Apprenticeship Training Program in their respective crafts, to perform such work as is within their capabilities and that is customarily performed by the craft in which they are indentured.

10.2 Apprentice ratios will be in compliance with the provisions of the California Labor Code and the applicable state prevailing wage determination.

10.3 Consistent with the Master Agreements, there shall be no restriction on the utilization of apprentices in performing the work of their craft provided they are properly indentured and supervised.

ARTICLE XI **HELMETS TO HARDHATS**

11.1 The Contractors/Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors/Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

11.2 The Unions and Contractors/Employers agree to coordinate with the Center to participate in an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for the Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XII **COMPLIANCE**

12.1 It shall be the responsibility of the Contractors/Employers and Unions to investigate and monitor compliance with the provisions of Article IX of this Agreement. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent wages or Trust Fund contributions from Contractors/Employers on the Project. Because the Project is a public work subject to the California Labor Code, the City shall monitor and enforce the Contractors/Employers' compliance with state prevailing wage requirements as well as this Agreement.

ARTICLE XIII **GRIEVANCE ARBITRATION PROCEDURE**

13.1 It is mutually agreed that disputes involving the application or interpretation of a Master Agreement to which a Contractor and Union are parties, and all disputes involving employee discipline or discharge, shall be resolved pursuant to the grievance and arbitration provisions of the applicable Master Agreement. No employee working on the Project shall be disciplined or discharged without just cause. However, any question arising out of and during the term of this Agreement involving its interpretation and application (other than jurisdictional disputes or disputes regarding work stoppages) shall be considered a grievance hereunder and shall be resolved pursuant to the grievance procedure set forth below.

13.2 **Employee Discipline:** All disputes involving the discipline and/or discharge of an employee working on the Project shall be resolved through the grievance and arbitration provisions contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or discharged without just cause.

13.3 No grievance shall be recognized unless the grieving party (Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual agreement of the parties.

13.4 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the representative of the involved Union or District Council, or his/her designee, and the representative of the involved Contractor/Employer, shall confer and attempt to resolve the grievance.

Step 2: If the grievance is not resolved at Step 1, within five (5) business days of the Step 1 meeting or the conclusion of efforts to resolve the grievance at Step 1, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved and the Labor Relations Manager of the Contractor/Employer, or the Contractor/Employer's designated representative, for discussion and resolution. This time limit may be extended by mutual consent of both parties. Regardless of which party has initiated the grievance, the Union shall notify its International Union representative prior to the Step 2 meeting,

and the International Union representative shall advise if it intends to participate in the Step 2 meeting. The Project Manager and the Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

Step 3: If the grievance is not resolved at Step 2, either party may request the dispute be submitted to arbitration within five (5) business days of the Step 2 meeting or the conclusion of efforts to resolve the grievance at Step 2. This time limit may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to arbitration, the representatives shall notify the permanent arbitrator designated in Article IV, or if not available, the alternate arbitrator designated in Article IV, for final and binding arbitration. If the permanent arbitrator or the alternate is not available, an arbitrator shall be selected by the alternate striking method from the list of three (3) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

1. William Riker
2. Carol Vendrillo
3. Morris Davis

13.5 The decision of the arbitrator shall be final and binding on all parties. The arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the arbitrator shall be borne equally by both parties. The arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.

13.6 The time limits specified at any step of the grievance procedure may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing and/or resolution of like or similar grievances or disputes.

13.7 In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this grievance procedure, the parties agree that such settlements shall not be precedent setting.

13.8 Should any of the arbitrators listed in this Article or Article IV no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

ARTICLE XIV

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

14.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

14.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

14.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5 of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch and Thomas Pagan, and the arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) calendar days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

14.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.

14.5 Each Employer will conduct a pre-job conference with the Council prior to commencing work. The City and the Project Manager will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

ARTICLE XV **MANAGEMENT RIGHTS**

15.1 Consistent with the Schedule A agreements, the Contractor(s)/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, except that all lawful manning provisions in the Master Agreement shall be recognized.

ARTICLE XVI **DRUG AND ALCOHOL TESTING**

16.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

16.2 Drug and alcohol testing shall be conducted in accordance with the substance abuse prevention policies set forth in the applicable Schedule A.

ARTICLE XVII **SAVINGS CLAUSE**

17.1 If any article, provision, clause, sentence or word of this Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word that will meet the objections to its validity and will be in accordance with its original intent.

17.2 In the event a decision of a court of competent jurisdiction materially alters the terms of this Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of the Agreement's provisions, and the City accordingly determines that compliance with this Agreement will not be required in order to perform work under a Construction Contract, the Unions will no longer be bound by the provisions of Article IV.

ARTICLE XIX

TERM

18.1 This Agreement shall become effective on the day it is executed by the City Council and the Council. It shall remain in full force and effect for a period of five (5) years. Prior to each five (5) year anniversary of the Effective Date, the City and the Council shall meet to discuss proposed changes, if any, to the Agreement. Absent the City's request for changes or termination, the Agreement will roll over for an additional five (5) years.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

19.1 The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

19.2 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Faxed or emailed signature pages transmitted to other parties to this Agreement shall be deemed the equivalent of original signatures.

19.3 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

19.4 The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms

and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

19.5 All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

[SIGNATURES TO FOLLOW]

CITY OF ANTIOCH

By: _____

Date: _____

Name/Title: _____

CONTRA COSTA COUNTY BUILDING AND
CONSTRUCTION TRADES COUNCIL

By: _____

Date: _____

Bill Whitney, CEO

UNION SIGNATURES

Asbestos Workers, Local 16

Teamsters, Local 315

Boilermakers, Local 549

Roofers and Waterproofers, Local 81

Bricklayers, Local 3

Iron Workers, Local 378

Elevator Constructors, Local 8

Northern California District Council of
Laborers, for itself and its affiliated Local
Unions

Sheet Metal Workers, Local 104

Cement Masons, Local 300

Operating Engineers, Local 3

International Brotherhood of Electrical
Workers, Local 302

District Council 16, Painters and Allied
Trades, for itself and its affiliated Local
Unions

Northern California Carpenters Regional
Council, for itself and its affiliated Local
Unions

Sprinklerfitters, Local 483

United Association, Local 159

United Association, Local 342

United Association, Local 355

Plasterers, Local 66

Addendum A
AGREEMENT TO BE BOUND

[Date]
[Addressee]
[Address]

Re: City of Antioch Project Stabilization Agreement
Agreement to be Bound

Dear _____:

The undersigned confirms that it agrees to be a party to and bound by the City of Antioch Project Stabilization Agreement ("Agreement") as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement to be Bound, the undersigned subscribes to, adopts and agrees to be bound by the written terms of the legally established trust fund documents as set forth in Section 9.1 of the Agreement, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds, and ratifies and accepts the trustees appointed by the parties to such trust funds. The undersigned agrees to execute a separate subscription agreement(s) for such trust funds when such trust fund(s) require(s) such document(s).

The obligation to be a party to and bound by the Agreement shall extend to all work covered by the City of Antioch Project Stabilization Agreement undertaken by the undersigned. The undersigned shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of the Agreement by signing an identical Agreement to be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: _____

California Contractor State License No. or Motor Carrier (CA) Permit No.: _____

Name of Authorized Person (print): _____

Signature of Authorized Person: _____

Title of Authorized Person: _____

Telephone Number of Authorized Person: _____

Address of Authorized Person: _____

State Public Works Registration Number: _____

Addendum B

SIDE LETTER

This Side Letter modifies Section 1.10 of the Project Stabilization Agreement by and between the City of Antioch ("City") and the Contra Costa County Building and Construction Trades Council ("Council"), effective _____, 20_____.

Upon execution of this Side Letter, the definition of "Project" below shall supersede the definition of "Project" in the aforementioned Project Stabilization Agreement:

- 1.10 "Project" means a City construction project funded in whole or in part with City funds where the engineer's estimate or bid amount exceeds one million dollars (\$1,000,000), including but not limited to new facilities, remodel of existing facilities, infrastructure, water treatment, roadway work including slurry seal, park improvements, and the City's Capital Improvement Program public projects, subject to Section 2.4.5 of this Agreement. All Construction Contracts required to complete an integrated Project shall be considered in determining whether this threshold is met. For the avoidance of doubt, Project does not include routine maintenance projects, including but not limited to routine landscape maintenance, tree trimming and HVAC maintenance, that do not exceed one million dollars (\$1,000,000) per annum excluding any contract renewals, extensions or exercise of options. However, if such renewal, extension or exercise of option exceeds one million dollars (\$1,000,000) per annum, it shall be covered by this definition. The City and the Council may mutually agree as amendments to the Agreement to remove or add additional projects to be covered by this Agreement. The term "Project" applies to each and all projects as defined in this section, whether used in the singular or plural herein.

This Side Letter does not amend or modify any other provisions of the Agreement. All other provisions of the Agreement shall remain in full force and effect.

CITY OF ANTIOCH

By: _____

Date: _____

Name/Title: _____

CONTRA COSTA COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL

By: _____
Bill Whitney, CEO

Date: _____

151028\1226453

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 14, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: John Fortner, Police Lieutenant

APPROVED BY: Anthony Morefield, Interim Chief of Police *A. Morefield 3320*

SUBJECT: Consideration of Resolution Adopting the 2021 City of Antioch Emergency Operations Plan

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the 2021 City of Antioch Emergency Operations Plan and authorizing the Mayor to sign the Letter of Promulgation stating the Council's support for the plan.

FISCAL IMPACT

There is no fiscal impact in receiving this report.

DISCUSSION

Background

The City of Antioch Emergency Operations Plan is a community-based, multi-discipline, all-hazards plan that establishes a single, comprehensive framework for the management of extraordinary incident, disaster, or emergency situations within the City of Antioch. The plan provides the concepts, processes, and structures necessary when carrying out assigned roles and functional responsibilities to departments and agencies consistent with California's Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS), and the Incident Command System (ICS).

This plan was developed in accordance with best practices, and specifically with guidance from the California Governor's Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) Comprehensive Planning Guide (CPG 101).

The City's Office of Emergency Services, within the Police Department, is responsible for reviewing and exercising the plan on an annual basis and coordinating the revision of the plan as necessary to meet changing conditions. A complete review of the City's Office of

Emergency Services and preparedness program was initiated to update the Emergency Operations Plan and improve the City's overall emergency preparedness program.

The Antioch City Council gives its full support to this plan and urges all city officials, employees, and citizens, individually and collectively, to actively support the emergency response and recovery efforts of the City of Antioch.

Analysis

The updated Emergency Operations Plan being presented for adoption is an essential document for emergency management. The plan provides a framework for response and emergency management systems, defines roles and responsibilities of the City's emergency response organization, and provides triggers for implementation of this plan during disasters, all of which, along with training and exercises, prepare the emergency organization to respond effectively when Antioch is impacted by an extraordinary incident, disaster, or emergency situation. This resolution is required to maintain compliance with the State's Standardized Emergency Management System (SEMS) and the Federal government's National Incident Management System (NIMS) program elements, enabling eligibility for State and Federal disaster assistance. This plan also fulfills Federal and State planning requirements for continued Homeland Security Grant eligibility.

For the 2021 Emergency Operations Plan, the most notable elements are compliance with the Federal Emergency Management Agency's (FEMA) Comprehensive Preparedness Guide (CPG) 101, Developing and Maintaining Emergency Operations Plans to include an Alert, Warning and Public Information section, an Evacuation Annex, and a Mass Care Annex to ensure the City has planned for the needs of people with disabilities and access and/or functional needs as required in the California State Government Code 8593.3(a). The Emergency Operations Plan may include additional support annexes in the future as necessary to meet changing conditions, community needs, or response actions. These annexes are considered elements of this living document and may be added, or modified, by the City's Office of Emergency Services without future action by City Council as authorized.

Conclusion

The Antioch Police Department recommends the approval of the 2021 City of Antioch Emergency Operations Plan.

ATTACHMENTS

A. Resolution

Exhibit #1 – 2021 Antioch Emergency Operations Plan (Executive Summary)

ATTACHMENT A

RESOLUTION NO. 2021/**

**A RESOLUTION ADOPTING THE 2021 CITY OF ANTIOCH EMERGENCY
OPERATIONS PLAN**

WHEREAS, the City Council of the City of Antioch recognizes that planning for emergencies in advance can reduce potential harm to people, property, and the environment within our community from the threat of natural, human caused and/or technological hazards;

WHEREAS, an emergency operations plan and its associated annexes provide the framework for emergency response and emergency management within the City of Antioch during extraordinary incidents, emergencies, or disasters;

WHEREAS, the City of Antioch seeks to ensure the effective, coordinated, and efficient management and deployment of response resources and capabilities to address potential extraordinary incidents, emergencies, or disasters;

WHEREAS, the City of Antioch Emergency Operations Plan is a community-based, multi-discipline, all-hazards plan that establishes a single, comprehensive framework for response and emergency management systems, defines roles and responsibilities of the City's emergency response organization, and provides prompts for implementation of this plan during disasters; and

WHEREAS, upon adoption of this plan, the City of Antioch will concurrently be adopting the provisions of the National Incident Management System (NIMS) as directed by the Homeland Security Presidential Directive (HSPD)-5, and the State's Standardized Emergency Management System (SEMS) as directed by the State Emergency Services Act.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch does hereby adopt the 2021 Emergency Operations Plan as an official plan for the City of Antioch.

* * * * *

ATTACHMENT A

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 14th day of December, 2021, by the following vote:

AYES:

NOES:

ABSENT:

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

CITY OF ANTIOCH EMERGENCY OPERATIONS PLAN

EXECUTIVE SUMMARY

2021



PO Box 143 Vacaville, CA 95696
Preparative.org (707) 685-2209

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LETTER OF PROMULGATION

Adoption Date: _____

To: Officials, Employees, and Citizens of Antioch, California

The preservation of life, property, and the environment is an inherent responsibility of all levels of government. The City of Antioch is primarily responsible for emergency response and recovery activities and will commit all available resources to save lives, minimize injury to persons, preserve the environment, minimize property damage, maintain the local economy, and support recovery. This is best accomplished through a comprehensive Emergency Preparedness Program that includes preparedness measures, planning, training, exercising, and response ready systems.

The City of Antioch Emergency Operations Plan is a multi-discipline, all-hazards plan that establishes a single, comprehensive framework for the management of extraordinary incident, disaster, or emergency situations within the City of Antioch. The plan provides the concepts, processes, and structures necessary when carrying out assigned roles and functional responsibilities to departments and agencies consistent with California's Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS), and the Incident Command System (ICS).

This plan was developed in accordance with best practices, and specifically with guidance from the California Governor's Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) Comprehensive Planning Guide (CPG 101).

This Emergency Operations Plan is an extension of the California Emergency Plan. It will be reviewed and exercised periodically and revised as necessary to meet changing conditions.

The Antioch City Council gives its full support to this plan and urges all county officials, employees, and citizens, individually and collectively, to actively support the emergency response and recovery efforts of The City of Antioch.

Concurrence of this promulgation letter constitutes the adoption of the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS) by the City of Antioch. This Emergency Operations Plan shall become effective on approval by the Antioch City Council.

Lamar Thorpe, Mayor
City of Antioch, California

LETTER OF APPROVAL

City of Antioch City Council Resolution

ACKNOWLEDGEMENTS

Preparative Consulting would like to acknowledge and thank the Antioch Director of Emergency Services, City Manager Ron Bernal, the Assistant Director of Emergency Services Rosanna Bayon-Moore, Police Chief Tony Morefield, City Departments, and the various Antioch and Contra Costa County community representatives who helped develop this guidance document. This Emergency Operations Plan was prepared and edited by the Antioch Emergency Services Committee, Preparative Consulting, and the following Antioch and Contra Costa community stakeholders:

- American Medical Response
- American Red Cross, Pleasant Hill
- Antioch Unified School District
- Brentwood Police Department
- CalTrans
- Contra Costa County Airports
- Contra Costa Co. Fire Protection District
- Contra Costa Co OES
- Contra Costa Events Center
- Kaiser Permanente Antioch Medical Center
- Pittsburg Police Department
- State Senator Glazer's Office
- Sutter Delta Medical Center
- Tri Delta Transit
- VistAbility

The following vital documents were used as reference information in compiling this plan:

- Federal Emergency Management Agency, Comprehensive Preparedness Guide (CPG) 101, Version 2.0, "Developing and Maintaining Emergency Operations Plans", September 2010
- Federal Emergency Management Agency, "National Incident Management System", October 2017
- Federal Emergency Management Agency, "A Whole Community Approach to Emergency Management: Principles, Themes, and Pathways for Action", December 2011
- Presidential Policy Directive / PPD-8: National Preparedness, March 2011
- National Strategy for the National Network of Fusion Centers, July 2014
- National Response Framework, May 2013
- National Preparedness Goal, September 2015
- National Response Framework, October 2019
- California Office of Emergency Services (Cal OES), "Foundation for the Standardized Emergency Management System" (SEMS), 2010
- California Office of Emergency Services (Cal OES), "SEMS Guidelines", Nov. 2009

- California Office of Emergency Services (Cal OES), “California Implementation Guidelines for the National Incident Management System”, September 2006
- United States Department of Justice, Civil Rights Division, Disability Rights Section, “ADA Checklist for Emergency Shelters”, 2007
- Federal Emergency Management Agency, “Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters”, 2010
- American Red Cross, “American Red Cross Sheltering Handbook”, 2013
- Contra Costa County Local Hazard Mitigation Plan, January 2018

The recommendations and guidance included in this plan are intended to improve emergency preparedness, response, and recovery and to satisfy the Standardized Emergency Management System requirements as presented in Title 19 of the California Code of Regulations and the National Incident Management System as presented in Presidential Policy Directive/ PPD - 8.

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Emergency Operations Plan

INTRODUCTION



City of Antioch, California
2021

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PREFACE

This City of Antioch Emergency Operations Plan (EOP) addresses the planned response to an actual or threatened extraordinary incident, disaster, or emergency associated with natural, technological, and human caused hazards, or a national security emergency in or affecting the City of Antioch. This plan is not intended to address the recurrent emergency incidents that are addressed through the well-established and routine procedures used in coping with such incidents. Instead, the operational concepts reflected in this plan focus on potential large-scale incidents, disasters, or emergencies that can generate unique situations requiring extraordinary responses and resources.

The Emergency Operations Plan requires planning, training, and exercising prior to an actual or threatened extraordinary incident, disaster, or emergency in order for the county to respond effectively. This plan outlines the roles and responsibilities assigned to county employees for response and short-term recovery activities, and is flexible enough for use to address all hazards. This plan is a preparedness document, which should be read, understood, and exercised prior to an incident, disaster, or emergency. It is designed to include the City of Antioch as part of the Cal OES Coastal Region. The plan incorporates concepts and principles from the California Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS), and the Incident Command System (ICS) into the City's emergency operations.

This plan provides basic planning information. City departments must prepare Standard Operating Procedures (SOPs) and, in most cases, more detailed checklists and job aids that will describe their internal operations under emergency conditions.

Table 1: Department/Agency Plan Concurrence

Department/Agency Plan Concurrence			
Department/Agency	Signature of Representative	Name/ Title	Date
Director of Emergency Services		Ron Bernal, City Manager	
Assistant Director of Emergency Services		Rosanna Bayon-Moore, Assistant City Manager	
Alternate-Assistant Director of Emergency Services		Tony Morefield, Police Chief	
Chair of the Emergency Services Committee		John Fortner, Lieutenant	
Police Department		Joseph Vigil, Lieutenant	
Police Department		Stacey Malsom, Dispatch Manager	
Public Works		John Samuelson, Director/Engineer	
Parks and Recreation		Brad Helfenberger, Director	
Community Development		Forrest Ebbs, Director	
Finance		Dawn Merchant, Director	
Information Systems		Alan Barton, Director	
City Attorney		Thomas L. Smith City Attorney	
Contra Costa Co. Fire Protection District		Chuck Stark, Assistant Fire Chief	
Contra Costa County Office of Emergency Services		Rick Kovar, Manager	

Record of Revisions

Introduction

Table 3: EOP Distribution List

EOP Distribution List	
DEPARTMENTS/AGENCIES RECEIVING COPIES OF THE EMERGENCY OPERATIONS PLAN	NO. OF COPIES
California Office of Emergency Services (Cal OES), Coastal Region	1
City of Antioch Emergency Operations Center	1
City Council	1
Director of Emergency Services (City Manager)	1
Assistant Director of Emergency Services (Assistant City Manager)	1
Alternate-Assistant Director of Emergency Services (Chief of Police)	1
Office of Emergency Services Coordinator	1
Police Department	1
Public Works	1
Recreation	1
Community Development	1
Finance	1
Information Systems	1
City Attorney	1
Contra Costa Co. Fire Protection District	1
Contra Costa County Office of Emergency Services	1

ACTIVATION CONDITIONS OF THE EMERGENCY OPERATIONS PLAN (EOP)

- Ordered by an official authorized by Antioch City Ordinance 4-2.08.
- The existence or threatened existence of a Local Emergency has been proclaimed in accordance with the Antioch City Ordinance.
- Two or more neighboring jurisdictions or agencies within the Operational Area (OA) proclaim a local emergency.
- Scheduled and/or unusual events that requires centralized management.
- An emergency situation that has occurred or might occur of such a magnitude that it will require a large commitment of resources from two or more County Departments over an extended period of time.
- The Governor has proclaimed a State of Emergency in an area including the County.
- Conditions exist constituting a State of War Emergency as defined in Section 8558 of the California Emergency Services Act (Chapter 7, Division 1, Title 2, California Government Code).
- A Presidential declaration of a National Emergency.
- Automatically on receipt of an attack warning, the observation of a nuclear detonation or act of terrorism.

APPROVAL AND PROMULGATION

This EOP will be reviewed by all departments/agencies assigned a primary function in the Emergency Responsibilities Matrix (**Section 3.0: Emergency Operations**). Upon completion of review and written concurrence by these departments/agencies, (**Table 1: Department/Agency Plan Concurrence**) the City of Antioch Disaster Council will submit the plan for review and recommendation to the City Council for approval and adoption. Upon approval, the plan will then be submitted to the California Governor's Office of Emergency Services (Cal OES) for final review. Upon concurrence by the City Council, the plan will be officially adopted and promulgated (**Letter of Promulgation**). The plan will be distributed to those departments/agencies listed on the EOP Distribution List (**Table 3: EOP Distribution List**).

PLAN MAINTENANCE RESPONSIBILITY

The Director of Emergency Services has the primary responsibility for ensuring that necessary changes and revisions to this plan are prepared, coordinated, published, and distributed.

PLAN REVIEW AND UPDATING

This plan and its supporting documents will be reviewed annually to ensure that plan elements are valid and current, with a full document update conducted minimally every five (5) years. Each responsible department, organization, or agency will review and update its portion of the EOP and/or modify its Standard Operating Procedures (SOP) as required based on identified areas of improvement experienced in drills, exercises, or actual occurrences and as required by SEMS and NIMS regulations. Additional changes occurring within the five-year cycle of review will be acted upon independently and brought to the City of Antioch Disaster Council and the Antioch City Council as necessary to maintain functionality and to meet state and federal requirements.

Changes to the plan not requiring formal adoption will be published and distributed to all appropriate departments/ agencies. Recommended changes will be received by the Emergency Services Committee, reviewed and distributed for comment on a regular basis. Non-adoption elements of this plan may also be modified by the Emergency Services Committee at the direction of the Director of Emergency Services any time state or federal mandates, operational requirements, or legal statute so require. Once revised the Director of Emergency Services will ensure the changes to the plan are published, recorded (**Table 2: Records of Revisions**), and distributed. New editions to this plan shall supplant older versions and render them inoperable.

MULTI-YEAR TRAINING AND EXERCISE PLAN

The Chair of the Emergency Services Committee is responsible for conducting regular training and exercising of City staff in the use of this plan and other specific training as required for EOC position proficiency and compliance with both SEMS and NIMS. The Chair of the Emergency Services Committee is responsible for coordinating, scheduling and documenting training, exercises, and After-Action and Corrective Action Reports consistent with the City of Antioch Multi-Year Training and Exercise Plan.

The Multi-Year Training and Exercise Plan (TEP) identifies the training and exercises needed to establish a foundation for the City's emergency services and build and sustain the core capabilities needed to prepare the county to respond to and recover from any actual or threatened incident, disaster, or emergency. The Multi-Year TEP proposes a combination of progressively building exercises along with the associated training requirements that enables the city to participate in a series of increasingly complex exercises, with each successive exercise building upon the previous one until mastery is achieved.

The Multi-year TEP may also serve as a follow-on companion document to the City of Antioch Emergency Operations Plan and can provide a roadmap for Antioch to follow in accomplishing the priorities described within the Multi-year TEP.

Exercises conducted on a regular basis maintain the operational readiness and proficiency of City Emergency Services. Exercises provide personnel with an opportunity to become thoroughly familiar with the procedures, facilities, and systems that will actually be used in an emergency situation. Annual exercises are required by both SEMS and NIMS. The various forms of exercises are as follows:

Discussion Based Exercise

Discussion-based exercises include seminars, workshops, tabletop exercises (TTXs), and games. These types of exercises can be used to familiarize players with, or develop new plans, policies, agreements, and procedures. Discussion-based exercises focus on strategic, policy-oriented issues. Facilitators and/or presenters usually lead the discussion, keeping participants on track towards meeting exercise objectives.

- *Seminars* generally orient participants to, or provide an overview of, authorities, strategies, plans, policies, procedures, protocols, resources, concepts, and ideas.
- *Workshops*, although similar to seminars, differ in two important aspects: participant interaction is increased, and the focus is placed on achieving or building a product.
- *Tabletop Exercises* provide a convenient and low-cost method designed to evaluate policy, plans, and procedures and resolve coordination and responsibilities. Such exercises are a good way to see if policies and procedures exist to handle certain issues.

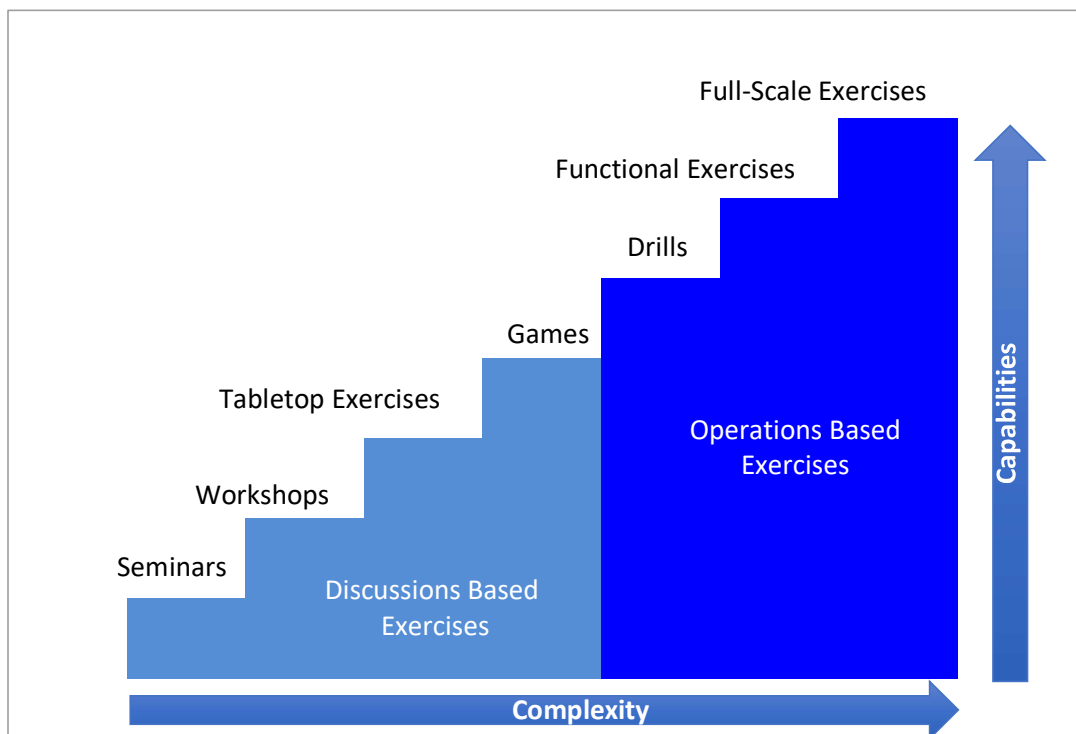
- *Games* are a simulation of operations that often involves two or more teams, usually in a competitive environment, using rules, data, and procedures designed to depict an actual or hypothetical situation.

Operations Based Exercises

Operations-based exercises include drills, functional exercises (FEs), and full-scale exercises (FSEs). These exercises can be used to validate plans, policies, agreements, and procedures; clarify roles and responsibilities; and identify resource gaps. Operations-based exercises are characterized by actual reaction to an exercise scenario, such as initiating communications or mobilizing personnel and resources.

- *Drills* are a coordinated, supervised activity usually employed to validate a specific function or capability in a single agency or organization. Drills are commonly used to provide training on new equipment, validate procedures, or practice and maintain current skills.
- *Functional Exercises* are designed to test and evaluate the capability of an individual function such as evacuation, medical, communications, or public information.
- *Full-Scale Exercises* simulate an actual emergency. These exercises typically involve the complete emergency management staff and are designed to evaluate the operational capability of the emergency management system.

Figure 1: Exercise Staircase



Emergency Operations Plan

BASIC PLAN



City of Antioch, California
2021

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1.0 OVERVIEW

1.1 PURPOSE

The City of Antioch Emergency Operations Plan is a multi-discipline, all-hazards plan that establishes a single, comprehensive framework for the management of extraordinary incident, disaster, or emergency situations associated with natural, technological, and human-caused emergencies affecting The City of Antioch. The plan provides an overview of the operational concepts, processes, and structures; identifies components of the County's emergency management organization; and assigns roles and functional responsibilities to federal, state, and the county consistent with California's Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS), and the Incident Command System (ICS).

1.2 SCOPE

This Emergency Operations Plan (EOP):

- Describes the organizational structures, roles and responsibilities, and protocols for providing emergency response and short-term recovery.
- Is flexible enough for use in all emergencies to address all hazards.
- Describes the purpose, situation and assumptions, concept of operations, organization, assignment of responsibilities, plan development and maintenance, and authorities and references.
- Is supplemented by function-specific operational plans.
- Assigns jurisdictional and/or functional representatives to the Incident Command, Unified Command, and the Emergency Operations Center (EOC) whenever possible to facilitate responsive and collaborative incident management.
- Includes pre-incident and post-incident public awareness, education, and communications plans and protocols.

1.3 SITUATION AND HAZARD SUMMARY

Every county faces their own unique natural, technological, and human caused threats and hazards. The City of Antioch also faces a variety of specific threats and hazards that make it vulnerable due to its geography, population, and residential, commercial, and industrial development. This section of the Emergency Operations Plan consists of an overview threat summary based on an analysis by the City of Antioch Emergency Services Committee and the Local Hazard Mitigation Plan (January 2018). The purpose is to identify the specific area at risk and the anticipated nature of the situation, which could result should the event threaten or occur.

Table 1.1: City of Antioch Threats and Hazards

Natural Hazards	
1	Earthquake
2	Public Health Emergency
3	Severe Weather – Extreme Heat
4	Wildfire
5	Flooding
6	Severe Weather – Extreme Wind
7	Land Subsidence
8	Landslide
9	Severe Weather – Extreme Cold
10	Tsunami

Technological Hazards	
1	Power Failure
2	Transportation Accident
3	Water Systems Failure
4	Pipeline Failure
5	Hazardous Materials
6	Dam Failure

Human Caused Hazards	
1	Active Shooter Attack
2	Cyber Attack
3	Civil Disorder
4	Terrorism/ National Security Emergency

Situation

Antioch is a suburban community of 29 square miles located in the East Bay region of the San Francisco Bay Area along the San Joaquin-Sacramento River Delta. Antioch is the second largest city in Contra Costa County, California with a population of over 115,291 people. Antioch has become the heart of Eastern Contra Costa County, offering a variety of employment, shopping and vast recreational activities.

Geography

Antioch is home to 31 parks covering a total of 310 acres (130 ha) with an additional 600 acres (240 ha) of city-owned open space. It also has 11 mi (18 km) of walking paths connecting communities to parks and schools.

Within its boundaries it has Contra Loma Regional Park, the Antioch/Oakley Regional Shoreline and Black Diamond Mines Regional Park, and the Mokelumne Coast to Crest Trail and Delta de Anza Regional Trail. According to the East Bay Regional Parks District, these three parks take up 6,493 acres (2,628 ha); approximately 38% of Antioch's total land area. Just outside Antioch's city limit is the 2,024 acres (819 ha) Round Valley Regional Preserve.

This expansive open space surrounding the City of Antioch provides scenic and enjoyable recreational opportunities. However, these tranquil rolling hills also increase the city's vulnerability to a wildland urban interface wildfire.

Population Considerations

The City of Antioch is home to a culturally diverse and multi-lingual population. Considerations for race, culture, ethnicity, and language should be incorporated into public alert, warning, information, and mass care.

Table 1.2: Antioch Ethnicity Distribution¹

Ethnicity	Total Number	% Percentage of Population
Hispanic	38,276	33.2
White (non-Hispanic)	32,050	27.8
Black (non-Hispanic)	24,211	21.5
Asian (non-Hispanic)	13,489	11.7
Multiracial (non-Hispanic)	10,260	8.9
Pacific Islander (non-Hispanic)	10,376	0.9
American Indian (non-Hispanic)	8,070	0.7

Languages Spoken:

- English
- Spanish
- Tagalog
- Chinese – Mandarin & Cantonese

Although the average median age is 35, the highest percentage of the population is between 10 – 29 years old. Families make up 78% of households and 64% of homes are owner occupied. A 2-person household is the most common at 25%, followed by households of 4 (19%) and 3 (19%) persons. The multi-person households should be considered when calculating evacuation and mass care populations and strategies.

Population 65 years of age or over is 13%.

Table 1.3: Antioch Age Distribution²

Age Range	Total Number	% Percentage
0-4	6,602	5.91
5-9	7,283	6.51
10-19	16,154	14.45
20-29	15,531	13.89
30-39	15,085	13.49
40-49	14,930	13.35
50-59	14,982	13.40
60-64	6,261	5.60
65+	14,977	13.40
Average Median Age	35.86	

Table 1.4: Antioch Size of Households Distribution²

Size of Households	Total Number	% Percentage
1 Person	5,507	15.96
2 Person	8,818	25.55
3 Person	6,411	18.58
4 Person	6,470	18.75
5 Person	3,859	11.18
6+ Person	1,842	5.34

Schools

The Antioch Unified School District has approximately 15,484 students. The District has 25 school sites as follows:

Table 1.5: AUSD Schools ⁸	
School	Number
Adult Education	1
High Schools	3
Continuation/Alt HS	3
Middle Schools	4
Elementary	14

For a complete list of Antioch Unified School District School site locations, refer to the Critical Facilities list in Annex C.

Workforce

Antioch has a healthy workforce, diverse and educated in a variety of industries. One of the City's top industries is medical. Antioch has two major hospitals Kaiser Permanente and Sutter Health. There is a demand of office space, products, and companies moving to Antioch that serve this industry. Antioch has an estimated 23,800 total employees.

Using averages, employees in Antioch, CA have a longer commute time (43.6 minutes) than the normal US worker (25.3 minutes). Additionally, 16.4% of the workforce in Antioch, CA have "super commutes" in excess of 90 minutes. This transitory workforce should be considered into mass care estimates, should a disaster occur during the workday stranding people in the city, due to transportation routes or bridges being closed or impassable.

Average annual Antioch household income is \$104,535.

Table 1.6: Top Employers in Antioch ²	
Employer	# of Employees
Kaiser Permanente	2,088
Antioch Unified School District	1,900
Sutter Delta Medical Center	877
Contra Costa Co. Human Services	539
Costco	395
City of Antioch	328
Walmart	309
Target	306
Antioch Auto Center	202
Safeway	127

Transportation

Antioch's primary surface transportation link is via the freeway, State Highway 4, both westward 30 minutes' drive to Interstate 80 and the road network of the Bay Area, or alternatively eastward to connect with Interstate 5 at the Central Valley city of Stockton, California. State Highway 160 leads north from Highway 4, crossing the San Joaquin River via the Antioch Bridge and through the Delta to Sacramento.

Antioch is served by both the Antioch-Pittsburg Amtrak station, and access to Bay Area Rapid Transit (BART) is available at the Antioch eBART Station which was opened on May 26, 2018. The Tri-Delta Transit is the predominant provider of public transportation in the Antioch area with over 13 local routes. It's bus fleet includes standard kneeling buses and paratransit bus services that may be utilized for emergency services.

Access to a personally owned vehicle is a significant advantage for emergency evacuation. A 2018 Data USA study found that approximately 2% of Antioch residents do not own a vehicle and that approximately 10% of residents used public transportation, taxi/ride share, bicycle, or walked to work.

Government

Antioch maintains a council-manager form of government, with a Mayor elected at-large who serves as chair of the council, elected in years divisible by four, and four Councilmembers elected in district elections. Districts 1 and 4 elect their Councilmembers in years divisible by four while districts 2 and 3 elect their Councilmembers in even-numbered years not divisible by four.

Law Enforcement

The City maintains a Police Department that oversees the City Office of Emergency Services and appoints a police Lieutenant to serve as the Office of Emergency Services Coordinator. The police department is authorized a sworn staff of 114 officers and 33 non-sworn employees, which includes Dispatchers, Community Services Officers and Administrative Support staff.

The department is comprised of two divisions: Support Services and Field Services. The Field Services Division includes Patrol, Community Engagement, and Traffic Bureaus. The Support Services Division consists of Administration, Dispatch, Investigations, Special Operations, and Records. Antioch is the only city in Contra Costa County with its own animal shelter and services, both of which also fall under the purview of the police department.

Fire Service

The City of Antioch contracts with the Contra Costa County Fire Protection District for Fire and Emergency Medical Services. The District is a recognized fire service leader, one of the largest in the State of California, providing fire and emergency medical services to nearly a million people across our 304 square-mile District and, through our ambulance service “Alliance” and mutual and auto aid agreements, in and around the 19 cities of the county. The District currently operates 30 full-time Advanced Life Support (ALS) engine companies. All companies are also staffed by certified Emergency Medical Technicians (EMT). The District also provides hazardous materials investigation and response.

Endnotes (November 11, 2021):

1. <https://www.census.gov/quickfacts/fact/table/antiochcitycalifornia>
2. <https://www.antiochca.gov/>
3. <http://www.innovateantioch.com/demographics.html>
4. <https://datausa.io/profile/geo/antioch-ca/>
5. https://en.wikipedia.org/wiki/Antioch,_California
6. <https://www.contracosta.ca.gov/>
7. <https://www.cccfpd.org/>
8. <https://www.antiochschools.net/>

1.4 EMERGENCY MANAGEMENT GOALS

Assumptions

- The City of Antioch is primarily responsible for emergency response and recovery activities and will commit all available resources to save lives, minimize injury to persons, minimize property damage, preserve the environment, provide essential human services, maintain the local economy, and support recovery.
- Emergencies may occur at any time with little or no warning. The occurrence of one or more hazards could result in a situation that could overwhelm City resources requiring a multi-agency and multi-jurisdictional response.
- The City of Antioch will begin utilizing its resources before requesting mutual aid assistance when emergency response or recovery requirements exceed the City's ability to address them.
- The City of Antioch will utilize SEMS and NIMS in emergency response activities.
- The City will use the Incident Command System (ICS) and the Multi-Agency Coordination System (MACS) for all major incidents.
- The Director of Emergency Services (City Manager) or the Assistant Director of Emergency Services (Assistant City Manager or Police Chief) will coordinate the City's disaster response in conformance with the Disaster Council Chapter (Section 4-2.01 through 4-2.10 of the City of Antioch City Ordinance).
- The City of Antioch will coordinate response and recovery activities with the Cal OES Coastal Region.
- The resources of The City of Antioch will be made available to local agencies and citizens to cope with disasters affecting this area.

Priorities

In evaluating the Mission, Goal, Objectives and Strategies during response to each emergency, the following priorities are evaluated.

- Initiate, support and maintain measures that protect life, safety, property, and the environment.
- Isolate and stabilize the incident.
- Eliminate or mitigate hazards.
- Support the evacuation of threatened populations.
- Provide for the emergency needs of people with disabilities and other disabilities or access and functional needs.
- Provide for the rapid resumption of essential human services and support community and economic recovery.
- Provide emergency public information on conditions and suggested personal protective actions.

- Provide accurate documentation and records required for cost recovery efforts.
- Ensure Citywide/County situational awareness to create a common operating picture.

1.5 AUTHORITIES AND REFERENCE

Defining Emergencies

These terms are often used somewhat interchangeably and in some cases, are used to both define a situation and to describe a level of response to a situation.

Incident

An incident is an occurrence or event, natural, technical, or human-caused, which requires an emergency response to prevent, protect, or minimize loss of life or damage to property or the environment. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, wildland and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.

Incidents may result in extreme peril to the safety of persons and property, and may lead to or create conditions of disaster. Incidents may also be rapidly mitigated without loss or damage. Larger incidents, while not yet meeting disaster level definition, may call for local governments to proclaim, “a Local Emergency.”

Incidents call for a field on-scene response of an Incident Commander and tactical and support resources organized within an Incident Command System structure.

Examples of incidents could be wide-ranging:

- Protest demonstration
- Broken gas line
- Hostage situation
- Multi-casualty accident
- Downed utility lines
- Structure fire

Disaster

A disaster is a calamitous emergency event bringing great damage, destruction, or loss of life. Disasters may occur with advanced warning e.g., tornado, or major storm, with little or no advance warning, e.g., an earthquake or a flash flood, or they may develop from one or more cascading incidents e.g., a minor brush fire caused by a traffic accident which results in a major wildland fire.

Major Disaster

"Major disaster" means any natural catastrophe (including any hurricane, tornado, storm, high water, wind driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought), or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under the [Stafford] Act to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Emergency

The actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the county caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, earthquake, or other conditions, including conditions resulting from war or the threat of war, but other than conditions resulting from a labor controversy, which conditions are likely to be beyond the control of the services, personnel, equipment and facilities of the city, requiring the combined forces of other political subdivisions to combat. (4-2.02 of the City of Antioch City Ordinance)

The term emergency can also be used to define a conditional state such as proclamation of "Local Emergency." The California Emergency Services Act describes three states of Emergency:

Local Emergency

"Local emergency" means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requiring extraordinary measures beyond the authority vested in the California Public Utilities Commission.

State of Emergency

"State of emergency" means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy or conditions causing a "state of war emergency," which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat, or with respect to regulated energy utilities, a sudden and severe energy

shortage requiring extraordinary measures beyond the authority vested in the California Public Utilities Commission.

State of War Emergency

"State of war emergency" means the condition, which exists immediately, with or without a proclamation thereof by the Governor, whenever this state or nation is attacked by an enemy of the United States, or upon receipt by the state of a warning from the federal government indicating that such an enemy attack is probable or imminent.

1.6 AUTHORITIES

The following provides emergency authorities for conducting and/or supporting emergency operations:

Federal

- Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, as amended (Public Law 93-288)(42 U.S.C. §§ 5121).
- Federal Civil Defense Act of 1950, as amended (Public Law 920).
- Emergency Planning and Community Right-To-Know Act of 1986, also known as the Superfund Amendments and Reauthorization Act of 1986, Title III (42 U.S.C. §§ 11001-11050).
- Homeland Security Act of 2002, as amended (Public Law 107-296) (6 U.S.C. §§ 101-557).
- Volunteer Protection Act of 1997, (Public Law 105-19) (42 U.S.C. §§ 14501-14505).
- U.S. Army Corps of Engineers - Flood Fighting (Public Law 84-99).
- Bio-terrorism Act, June 2002 (Public Law 107-188).
- Office of Homeland Security, October 8, 2001 (Executive Order 13228).
- Critical Infrastructure Protection, October 16, 2001 (Executive Order 13231).
- Citizens Prepared, November 9, 2001 (Executive Order 13234).
- U.S. Policy on Counter-terrorism, June 1995 (Presidential Decision Directive 39).
- Combating Terrorism, May 1998 (Presidential Decision Directive 62).
- Critical Infrastructure Protection, May 1998 (Presidential Decision Directive 63).
- National Strategy to Combat Weapons of Mass Destruction (National Security Presidential Directive 17).

State

- Standardized Emergency Management System (SEMS) Regulations (Chapter 1 of Division 2 of Title 19 of the California Code of Regulations) and Government Code Section 8607(a).
- California Emergency Services Act (Chapter 7 of Division 1 of Title 2 of the Government Code).

- National Incident Management System Integration into the State of California (Executive Order S-2-05).
- Disaster Service Workers (California Government Code, Title 1, Chapter 4, Division 8, Section 3100).
- California Natural Disaster Assistance Act (Chapter 7.5 of Division 1 of Title 2 of the Government Code).
- Physician or surgeon, etc., services in emergency (California Government Code, Title 2, Chapter 1, Division 7, Section 8659).
- Hazardous Materials (California Health and Safety Code, Division 20, Chapter 6.5, Sections 25115 and 25117, Chapter 6.95, Sections 2550 et seq., Chapter 7, Sections 25600 through 25610).
- Continuity of Government (CGC, Title 1, Chapter 4, Division 8, Section 8635).
- Department of Water Resources - Flood Fighting (California Water Code (CWC), § 128).
- Orders and Regulations that may be Selectively Promulgated by the Governor during a State of Emergency.
- Orders and Regulations Promulgated by the Governor to Take Effect upon the Existence of a State of War Emergency.
- California Planning Guidance for persons with disabilities and others with access and functional needs; California Government Code section 8593.3.

Local

- Antioch Emergency Preparedness – City Ordinance Chapter 4-2.08 – Disaster Council
- Resolution adopting the California Disaster and Civil Defense - Master Mutual Aid agreement, adopted December 12, 1950.
- Antioch Animal Services Department – Emergency Management Plan
- ***Contra Costa County Fire Protection District Contract***

1.7 MUTUAL AID AUTHORITY

The basis for mutual aid is the California Disaster Master Mutual Aid Agreement, as provided for in the California Emergency Services Act. Mutual aid assistance may be provided under one or more of the following authorities:

- California Disaster and Civil Defense Master Mutual Aid Agreement.
- California Emergency Managers Mutual Aid Plan.
- California Fire and Rescue Emergency Plan.
- California Law Enforcement Mutual Aid Plan.
- California Statewide Transit Mutual Assistance Compact.
- Federal Disaster Relief Act of 1974 (Public Law 93-288).
- Contra Costa County Animal Services Department – Emergency Management Plan
- Contra Costa County Fire Protection District Contract

1.8 CONTINUITY OF GOVERNMENT/ OPERATIONS AUTHORITY

Continuity of Government is detailed in **SECTION FOUR: CONTINUITY OF GOVERNMENT**. The following portions of the California Government Code and the State Constitution provide authority for the continuity and preservation of State and local government:

- Continuity of Government in California (Article IV, Section 21 of the State Constitution).
- Preservation of Local Government (Article 15 of the California Emergency Services Act).
- Temporary Seat of State Government (Section 450, Title 1, Division 3, Chapter 1 of the Government Code).

Key authorities include Sections 8635 through 8643 of the Government Code:

- Furnish a means by which the continued functioning of political subdivisions can be assured by providing for the preservation and continuation of (City and County) government in the event of an enemy attack, or in the event a State of Emergency or Local Emergency is a matter of statewide concern.
- Authorize political subdivisions to provide for the succession of officers (department heads) having duties related to law and order and/or health and safety.
- Authorize governing bodies to designate and appoint three standby officers for each member of governing body and for the Chief Executive, if not a member of the governing body. Standby officers may be residents or officers of a political subdivision, other than that to which they are appointed. Standby officers take the same oath as regular officers and are designated numbers 1, 2 and 3 as the case may be.
- Authorize standby officers to report ready for duty in the event of a State of War Emergency, State of Emergency or Local Emergency at the place previously designated.
- Authorize local governing bodies to convene as soon as possible whenever a State of War Emergency, State of Emergency or Local Emergency exists, and at a place not within the political subdivision.

1.9 REFERENCES

Federal

- Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, 42 U.S.C. 5121, et seq., as amended.
- Homeland Security Presidential Directive 5, Management of Domestic Incidents, February 28, 2003.
- Homeland Security Presidential Directive 8, National Preparedness, December

17, 2003.

- The Code of Federal Regulations, Title 44, Chapter 1, Federal Emergency Management Agency, October 1, 2007.
- Post Katrina Emergency Management Reform Act of 2006
- National Response Framework (May 2013)
- National Incident Management System (NIMS)
- Comprehensive Preparedness Guide (CPG) 101

State

- California State Emergency Plan (As revised)
- Governor's Office of Emergency Services Disaster Assistance Procedures Manual
- California Emergency Resources Management Plan
- California Law Enforcement Mutual Aid Plan
- California Fire and Rescue Operations Plan
- California Assistance Procedures Manual (Cal OES)
- Natural Disaster Assistance Act Eligibility Guidelines and Claiming Instructions (Cal OES)
- Weapons of Mass Destruction Guidelines for Local Government
- Hazardous Materials Incident Contingency Plan (Cal OES)
- Public Assistance Guide for Applicants (Cal OES DAP-1)
- California Master Mutual Aid Agreement (and supporting mutual aid agreements)
- Standardized Emergency Management System (SEMS) Guidelines.

County/ Local

- Judicial System, Article VI, Section 1, 4, 5 and 10, of the Constitution of California.
- Local Government, Article XI, of the Constitution of California.
- Preservation of Local Government, Article 15 of the California Emergency Services Act (Chapter 7 of Division 1 of Title 2 of the Government Code).
- Temporary County Seats, Section 23600, Article 1 of Chapter 4 of Division 1 of Title 3 of the Government Code.
- 4-2.02 of the City of Antioch City Ordinance - Disaster Council.

2.0 CONCEPT OF OPERATIONS

Operations during peacetime and national security emergencies involve a full spectrum of activities from a minor incident, to a major disaster, to a nuclear detonation. There are a number of similarities in operational concepts for responding to natural, technical, and human-caused emergencies. Some disasters or emergencies will be preceded by a build-up or warning period, providing sufficient time to warn the public and implement mitigation measures designed to reduce loss of life, property damage or environmental impact. Other emergencies occur with little or no advance warning, thus requiring immediate activation of the emergency operations plan and commitment of resources. All departments and agencies of the County must be prepared to respond promptly and effectively to any foreseeable disaster or emergency, including the provision and utilization of mutual aid (**Section 10 - MUTUAL AID**).

Emergency management activities are often associated with the five phases of emergency management as indicated below.

- Prevention Phase
- Mitigation Phase
- Preparedness Phase
- Response Phase
- Recovery Phase

2.1 PREVENTION PHASE

As identified in the National Fire Protection Association (NFPA) Standard 1600, the addition of the prevention phase is intended to ensure that communities evaluate and develop strategies for preventing damage and life impacts from disasters. These strategies are to be based on the hazard assessments within the County and should supplement the other emergency management phases to ensure that preventative measures are appropriate with the risk.

2.2 MITIGATION PHASE

Mitigation efforts occur before, during, and after an incident. Mitigation capabilities are those necessary to reduce or eliminate long-term risk to persons or property, or lessen the actual or potential effects or consequences of an incident. These include:

- Understanding, recognizing, communicating, planning for, and addressing risks.
- Building resilient systems, communities, and infrastructure to reduce vulnerability to incidents.
- Identifying, analyzing, and planning for area threats and hazards.
- Contra Costa County and City of Antioch's Local Hazard Mitigation Plan, January 2018.

- City codes and ordinances (zoning ordinance, building codes and enforcement, etc.).
- Structural measures.
- Tax levy or abatements.
- Public information and community relations.
- Land use planning.
- Professional training.

Mitigation: FEMA Programs

FEMA's Hazard Mitigation Assistance (HMA) grant programs provide funding for eligible mitigation activities that reduce disaster losses and protect life and property from future disaster damages. FEMA administers the following HMA grant programs:

- *The Hazard Mitigation Grant Program (HMGP)* assists in implementing long-term hazard mitigation measures following Presidential disaster declarations.
- *Pre-Disaster Mitigation (PDM)* provides funds for hazard mitigation planning and the implementation of mitigation projects prior to a disaster.
- *Flood Mitigation Assistance (FMA)* provides funds so that measures can be taken to reduce or eliminate risk of flood damage to buildings insured under the National Flood Insurance Program (NFIP).
- *Repetitive Flood Claims (RFC)* provides funds to reduce the risk of flood damage to individual properties insured under the NFIP that have had one or more claim payments for flood damages.
- *Severe Repetitive Loss (SRL)* provides funds to reduce the risk of flood damage to residential structures insured under the NFIP that are qualified as severe repetitive loss structures.

2.3 PREPAREDNESS PHASE

The preparedness phase involves activities taken in advance of an emergency. These activities assist in improving operational capabilities and effective responses to a disaster. These actions include mitigation activities, emergency planning, training and exercises, and public education. Those departments and agencies identified in this plan as having either a primary or a support mission relative to response and recovery should prepare Standard Operating Procedures (SOPs) and checklists detailing personnel assignments, policies, notification rosters, and resource lists. Personnel should be acquainted with these SOPs and checklists through periodic training in the activation and execution procedures.

Routine

The preparedness phase involves activities undertaken in advance of an emergency. Disaster plans are developed and revised to guide disaster response and increase available resources.

Planning activities include:

- Developing and revising hazard analyses.
- Writing mutual aid plans and agreements.
- Developing department standard operating procedures (SOPs) and checklists.
- Partner with advocacy groups to identify and ensure response capabilities to people with disabilities and other disabilities or access and functional needs.
- Registering volunteers as Disaster Service Worker Volunteers.
- Update the Multi-Year Training and Exercise Program.
- Training and exercising city employees and volunteers.
- Improving public information and communications systems.
- Acquire, test and maintain equipment and technology.
- Developing systems for logistical support and financial accountability, i.e. disaster accounting system, pre-approved disaster contacts, vendor lists.
- Maintain and update photo documentation of pre-disaster condition of public buildings, infrastructure, vehicles and equipment.

Increased Readiness

Increased readiness actions will be initiated upon the receipt of a warning or the observation that a disaster or emergency situation is imminent or likely to occur soon. Actions to be accomplished include, but are not necessarily limited to:

- Review and update of emergency plans, SOPs, and resource lists.
- Dissemination of accurate and timely public information, warning, and desired actions.
- Accelerated training of city employees and volunteers.
- Inspection and preparation of critical facilities.
- Engage advocacy groups to identify and ensure response capabilities to people with disabilities and other access and functional needs.
- Recruitment of additional staff and Disaster Services Workers.
- Mobilization of resources.
- Testing warning and communications systems.

Hazard Identification and Analysis

A hazard analysis has indicated that the City may be at risk to certain types of natural, technological, or human-caused incidents, disasters, or emergencies. These hazards are identified in **HAZARD ANNEX** that provides general and specific information on their possible impact on the jurisdiction. For further all-hazards information, also see

the Contra Costa County and City of Antioch's Local Hazard Mitigation Plan, January 2018.

Public Awareness and Education

The public's response to any emergency is based on an understanding of the nature of the emergency, the potential hazards, the likely response of emergency services and knowledge of what individuals and groups should do to improve their ability to prepare for, respond to, and recover from incidents, disasters, or emergencies.

Pre-disaster awareness and education programs must be viewed as equal in importance to all other preparations for emergencies and receive an adequate level of planning. These programs must be coordinated among local, state, and federal officials to ensure their contribution to emergency preparedness and response operations. Emergency Public Information procedures are addressed in **Section 6.0 - ALERT, WARNING, AND PUBLIC INFORMATION** and detailed in department procedures and position checklists regarding public warning.

ADA Considerations for Local Government

Emergency preparedness and response programs must be made accessible to people with disabilities and other access and functional needs and is required by the Americans with Disabilities Act of 1990 (ADA). Disabilities include but are not limited to mobility, vision, hearing, cognitive disorders, mental illnesses and language barriers.

Included in the City's planning efforts for those with disabilities are:

- Notification and warning procedures.
- Evacuation considerations.
- Emergency transportation issues.
- Care and sheltering requirements.
- Accessibility to medications, refrigeration, and back-up power.
- Accessibility for mobility devices or service animals while in transit or at shelters.
- Accessibility to emergency information.

Disaster Animal Care Considerations for Local Government

The PETS Act (Pets Evacuation and Transportation Standards Act of 2006) directs that state and local emergency preparedness plans address the needs of people with pets and service animals after a major disaster, including the rescue, care and sheltering of animals.

The City of Antioch Animal Services will be the lead agency in planning and response for animal care issues related to disaster preparedness, response, and recovery. The Operations Section, Law Enforcement Branch, Animal Services Unit Leader will oversee this function during an incident, disaster, or emergency and may be assisted by the

Contra Costa County Animal Response Team (CCCART) and the Contra Costa Animal Services.

The evacuation and transportation of animals is documented in the Antioch EOP: Evacuation Annex, 2.14 Evacuation of Animals.

Emergency Animal Shelter Resources

- **Antioch Police Department - Animal Services Division**
300 L Street
Antioch, CA
(925) 779-6989
- **Contra Costa Animal Services Martinez Shelter**
4800 Imhoff Place
Martinez, CA 94553
(925) 646-2441 24 Hour Emergency
(925) 608-8400 Office

2.4 RESPONSE PHASE

Response begins when an emergency is imminent or immediately after an event occurs, and encompasses the activities that address the short-term, direct effects of an incident. Response capabilities focus on saving lives, protecting property and the environment, and meeting basic human needs.

Pre-Emergency Operations

When a disaster is inevitable, actions are precautionary and emphasize protection of life. Typical responses might be:

- Brief City officials, department heads, and appropriate EOC staff.
- Review and update Plans and department SOPs.
- Evacuation of threatened populations to safe areas.
- Engage advocacy and community groups to identify and ensure response capabilities to people with disabilities and other access and functional needs **(Refer to DAFN Guidance Documents listed in the Position Specific Checklists)**.
- Notify threatened populations of the emergency and advise them of safety measures to be implemented.
- Notify the Contra Costa County OES of the emergency, if appropriate.
- Identifying the need for and request any needed mutual aid through the appropriate channels.
- Inspecting critical facilities and equipment.
- Test warning and communications systems.

- Mobilizing personnel and pre-positioning resources.
- Accelerating training efforts.
- Consider activating the City EOC.
- Consider a Proclamation of a Local Emergency or request the County proclaim

Initial Emergency Response Operations

During this phase, emphasis is placed on saving lives, property, and the environment; stabilization of the situation; meeting basic human needs; and minimizing effects of the Incident, disaster or emergency. Immediate response is accomplished within the affected area by local government agencies and segments of the private sector.

One of the following conditions will apply to the City during this phase:

- The City is either minimally impacted, or not impacted at all, and is requested to provide mutual aid to other jurisdictions.
- The situation can be controlled without mutual aid assistance from outside the City.
- The situation requires mutual aid from outside the City.
- Evacuations of portions of the City are required due to uncontrollable immediate and ensuing threats.

The City emergency management organization will give priority to the following operations:

- Make necessary notifications and recall appropriate city employees.
- Make necessary notifications to key resources, e.g. American Red Cross, Salvation Army, and utility providers.
- Dissemination of accurate and timely information, warning, and desired actions to the public.
- Medical care and life safety operations.
- Public health operations.
- Evacuation and rescue operations.
- Identifying and assisting people with disabilities and other access and functional needs.
- Situation analysis (Damage, casualty, and impact or hazard assessments).
- Resource allocation and control.
- Care and shelter operations.
- Access and perimeter control.
- Photographic documentation of all disaster damage to public property.
- Maintenance or restoration of vital services, utilities and critical facilities.

When local resources are committed or anticipated to be and additional resources are required, requests for mutual aid will be initiated through the Contra Costa County OES. Fire and Law Enforcement agencies will request or render mutual aid directly through established channels.

Depending on the severity of the disaster or emergency, the City Emergency Operations Center (EOC) may be activated and a Local Emergency may be proclaimed. If a Local Emergency is proclaimed, the EOC must be activated. The Contra Costa County OES must be advised (925) 646-2441 when the EOC is activated.

Extended Emergency Operations

Extended emergency operations involve the coordination and management of personnel and resources to mitigate an emergency and facilitate the transition to recovery operations. Mutual aid may also be requested during this phase.

In addition to continuing operations to save lives, protect property and the environment, provide mass care and shelter, relocation and registration of displaced persons, and damage assessment operations, the following actions taken during extended operations may include:

- Preparing and reporting detailed damage and casualty assessments.
- Providing life safety, rescue, and emergency medical needs.
- Operating mass care facilities.
- Providing for the needs of people with disabilities and other access and functional needs.
- Protecting, controlling, and allocating vital resources.
- Assisting with coroner operations.
- Restoring vital utilities and services.
- Developing and implementing EOC Action Plans for extended operations (first 24 hours and beyond).

2.5 RECOVERY PHASE

Recovery is both a short-term activity intended to return critical systems to operation and a long-term activity designed to return life as close to normal pre-emergency conditions in the community as possible.

The City will provide local government leadership in developing economic recovery plans, mitigation plans, and local legislative strategies necessary to promote recovery. City departments will review impacts on programs, and the City will work with Contra Costa County and will aggressively pursue state and federal assistance for local recovery.

Outside agencies and nongovernmental organizations may provide some short-term assistance to disaster victims. A County Local Assistance Centers (LAC) and a recovery website may also be established and maintained by the County and or City, providing a "one-stop" service to begin the process of receiving federal, state, and local recovery assistance for the community.

When a Presidential Declaration of Emergency or Major Disaster is made, FEMA may establish Disaster Recovery Centers (DRC) to provide direct disaster assistance to victims. The DRC may be co-sponsored by Cal OES and will be self-sufficient, requiring no county support.

The recovery period has major objectives that may overlap, including:

- Reinstatement of personal or family autonomy.
- Reinstatement of essential health and public services.
- Restoration and stabilization of vital services, utilities and critical facilities.
- Restoration of private and public property.
- Identification of residual hazards.
- Plans to mitigate future hazards.
- Recovery of costs associated with response and recovery efforts.

Although recovery is primarily a responsibility of local government, if the emergency or disaster receives a Presidential declaration, a number of assistance programs may be available under the Stafford Act.

- **Public Assistance** is for repair of infrastructure, public facilities, and debris removal, and may include repair or replacement of non-Federal roads, public buildings, and bridges and implementation of mitigation measures.
- **Individual Assistance** is for damage to residences and businesses or for personal property losses, and may include: grants to individuals and families for temporary housing, repairs, replacement of possessions, and medical and funeral expenses; Small Business Administration (SBA) loans to individuals and businesses; crisis counseling for survivors and responders; legal services; and disaster unemployment benefits.

Under a Presidential Declaration the following assistance becomes available:

Presidential Declaration of Emergency

IHP – Assistance to Individuals & Households Program
SSGP – State Supplemental Grant Program
SBA – Small Business Administration
USDA – US Department of Agriculture

Presidential Declaration of Major Disaster

IHP – Assistance to Individuals & Households Program
SSGP – State Supplemental Grant Program
SBA – Small Business Administration
USDA – US Department of Agriculture
CCP – Crisis Counseling Programs
DUA – Disaster Unemployment Assistance
DLS – Disaster Legal Services
DCM – Disaster Case Management
D-SNAP – Disaster Supplemental Nutrition Assistance Program

The following recovery issues are addressed in **Section Eleven: Disaster Recovery**:

- The recovery organization.
- The recovery damage assessment organization and responsibilities.
- Recovery documentation procedures.
- Recovery After-Action Reports.
- Recovery Disaster Assistance (programs, purpose, restrictions and application process)

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3.0 EMERGENCY OPERATIONS

This section establishes policies and procedures and assigns responsibilities to ensure the effective management of emergency operations under the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). It provides information on The City of Antioch emergency management structure and how the Emergency Operations Center and EOC staff is activated.

The City Disaster Council (Chaired by the Mayor) in coordination with the Director of Emergency Services (City Manager) is responsible for overall emergency management and coordination of all hazards preparedness, mitigation, response, and short-term recovery efforts, through the combined efforts of county departments, other governmental agencies, non-governmental agencies, and private or volunteer organizations.

3.1 EMERGENCY MANAGEMENT ORGANIZATION

City Emergency Services Organization

The City Disaster Council establishes the City's Emergency Services (including emergency preparedness, mitigation, response, and recovery), which is directed by the City Manager who serves as the Director of Emergency Services and has the responsibility for:

- Implementing the Emergency Operations Plan.
- Working with the City Council, Disaster Council, and appropriate city staff, to execute the powers and duties prescribed per the City Ordinance 4.2.04.
- Proclaim the existence or threatened existence of a local emergency.
- Request the City Council ratify the proclamation of local emergency within 7 days and reviewed every 30 days until terminated.
- Represent the city in all dealings with public and private agencies on matters pertaining to emergencies.
- Control and direct the effort of the emergency organization of the city.
- Oversee all city emergency preparedness, mitigation, response, and short-term recovery efforts.

The Emergency Services Director may serve as the EOC Director or may appoint the Office of Emergency Services Coordinator or another qualified city employee to serve in this capacity.

City Disaster Council

In accordance with the California Emergency Services Act, the State of California Emergency Council accredited the City of Antioch as having a Disaster Council. The city disaster council is empowered to review and recommend for adoption by the City Council, emergency services, mutual aid plans and agreements, ordinances, resolutions, rules, and regulations as are necessary to implement such plans and agreements.

The membership of the Disaster Council is designated in the City of Antioch City Ordinance 4-2.03. The membership of the Disaster Council is as follows:

- The Chairman of the Disaster Council – Mayor
- The Vice-Chairman of the Disaster Council – Director of Emergency Services/City Manager or Assistant City Manager (if City Manager is unavailable).
- The Office of Emergency Services Coordinator - Appointed by Director of Emergency Services.
- Such Chiefs (Coordinators) of Emergency Services as are provided for in the current Emergency Plan of the city, adopted pursuant to the provisions of this chapter.
- Such representatives of civic, business, labor, veterans, professional, or other organizations having an official emergency responsibility as may be appointed by the Director of Emergency Services with the advice and consent of the City Council.

The disaster council shall meet at least annually upon the call of the chairman or, in his absence from the city or inability to call such meeting, upon the call of the vice-chairman. Given the role assigned to the Disaster Council by State law, it should be convened when a significant change is made to the City's emergency services organization or emergency plans or in the event of a major disaster.

Employee Emergency Responsibilities as Disaster Service Workers

California Labor Code §3211.92(b) identifies all public agency employees as Disaster Service Workers. All City of Antioch employees were sworn in as Disaster Service Worker as part of their employment process.

In the event of an emergency or major disaster, all City employees are eligible to be called upon to assume an emergency assignment (California Government Code 3100, 3101, and 3108). Should that become necessary, the City Manager may suspend normal City business activities. The EOC Director will coordinate recruiting, orienting, and assigning City employees and volunteers to emergency tasks, as directed by the Director of Emergency Services.

In addition to being available for an emergency assignment, it is the responsibility of all City employees to:

- Be familiar with the City emergency services organization, emergency operations, concept of operations and the procedures outlined in this Emergency Operations Plan.
- Be familiar with department emergency procedures.
- Be familiar with the Multi-Year Training and Exercise Plan and participate in required emergency training and exercises.
- Maintain proficiency in any special skills needed for emergency assignment.

Disaster Service Workers Volunteer Program

California law requires Disaster Service Workers register with an accredited Disaster Council, the Governor's Office of Emergency Services, or an authorized State agency.

A disaster service worker volunteer is "...any person registered with an accredited Disaster Council...for the purpose of engaging in disaster service...without pay or other consideration." Registered DSW volunteers are persons who have chosen to volunteer their time to assist a disaster or emergency services agency in carrying out the responsibilities of that agency.

The person must:

- Be officially registered with the accredited Disaster Council; and,
- Not receive any pay, monetary or otherwise, for the service being provided.

The Emergency Services Act (§8657) provides DSW volunteers with limited immunity from liability while providing disaster service as it is defined in §§2570.2 and 2572.2 of the Disaster Service Worker Volunteer Program Regulation (Cal. Code of Regs., Title 19). Additionally, U.S. Public Law 105-19, Volunteer Protection Act of 1997, provides limited protection. Immunity from liability protects the political subdivision or political entity, and the DSW volunteer in any civil litigation resulting from acts [of good faith made by the political subdivision or political entity, or the DSW volunteer, while providing disaster service (e.g., damage or destruction of property; injury or death of an individual). Immunity from liability does not apply in cases of willful intent, unreasonable acts beyond the scope of DSW training, or if a criminal act is committed.

The State Compensation Insurance Fund (SCIF) may provide compensation for Disaster Service Worker Volunteers who sustain injuries while performing specific disaster services.

(Functional Annex: Disaster Service Worker Program)

3.2 EMERGENCY OPERATIONS CENTER (EOC) PURPOSE

In a preplanned event or an actual or threatened incident, emergency or disaster, the City will use an Emergency Operations Center to provide a central location of authority and information from which the city may provide coordinated emergency operations, interagency coordination, and executive decision making in support of the response and short-term recovery efforts. The EOC allows for face-to-face coordination among personnel who must make emergency decisions. The level of EOC staffing will vary with the specific situation and positions within the EOC will be staffed as needed.

(Section 7.0 - SEMS)

The EOC does not command or control the on-scene response, but rather carries out the coordination and support function through:

- Overall management, coordination, and prioritization of emergency response and recovery operations and resources.
- Assess the need for, order, dispatch, and track resources. Establish priorities and resolve any conflicting demands for support or resources.
- Develop emergency policies and procedures when appropriate consult with the policy group.
- Coordinate, communicate, and liaison with appropriate federal, state and other local government agencies, as well as applicable segments of private sector entities and volunteer agencies as appropriate.
- Control and coordinate, within established policy, the operational and logistical support of department resources committed to the emergency.
- Receive, prepare, and disseminate emergency public information to inform, alert, warn and direct the public.
- Provide emergency information and instructions to the public, making official releases to the news media and the scheduling of press conferences as necessary.
- Compile, evaluate, disseminate, and report damage and casualty information, intelligence, and other essential situational information and reports as required.
- Maintain general and specific maps, information display boards, and other situational data pertaining to operations.

3.3 CONCEPT OF OPERATIONS

The City will operate under the following policies during an actual or threatened incident, disaster, or emergency as the situation dictates:

- The Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS) will be followed.
- All county and departmental operating procedures will be adhered to unless modified by the City Council or the Director of Emergency Services.
- All on-duty personnel are expected to remain on duty until properly relieved of duty. Off-duty personnel will be expected to return to work in accordance with the county's policies and the city emergency plan.
- While the Emergency Operations Center is activated, extended operational periods will be 12 ½ hours for the duration of the event. Operational periods will normally change at 7:00 a.m. and 7:00 p.m. The length of the work shifts include 30 minute overlap between shifts to facilitate the EOC Operational Period Briefings and may be adjusted to meet operations conditions or needs.

City emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the incident (**Table 3.1 – Antioch Emergency Operations Center Staffing Guidelines**).

3.4 SEMS/NIMS RESPONSIBILITIES

Management Section

Responsible for overall emergency management policy and coordination through the joint efforts of governmental agencies and private organizations. Management will either activate appropriate sections or perform their functions as needed.

Operations Section

Responsible for coordinating all jurisdictional operations in support of the emergency/disaster response through implementation of the city's EOC Action Plan.

Planning/Intelligence Section

Responsible for collecting, evaluating, and disseminating information; coordinating the development of the county's EOC Action Plan in coordination with other sections; initiating and preparation.

Logistics Section

Responsible for providing and managing communications, facilities, services, personnel, equipment, supplies, and materials. Responsible for setting up and ensuring the readiness of the EOC and Alternate EOC.

Finance/Administration Section

Responsible for financial activities and other administrative services.

The EOC organization should include representatives from utilities, special districts, non-governmental organizations, volunteer agencies, and private agencies with significant response roles.

EOC Organization Flexibility - Modular Organization

The five essential SEMS functions will be established as "sections" within the EOC and all other functions will be organized as branches or units within sections. The types of activated functions and their relationship to one another will depend upon the size, scale, scope, and nature of the incident. Only those specific functional positions that are required to meet current objectives will be activated. Those functional positions that are needed but not staffed will be the responsibility of the next higher functional position in the EOC organizational structure. **(Section 7.0 - SEMS)**

3.5 EOC ACTIVATION AND EMPLOYEE EMERGENCY RECALL AUTHORITY

The City Emergency Operations Center (EOC) may be set up and activated when field responders need support or to assist with coordination between multiple agencies; either during a preplanned event or an actual or threatened emergency situation (**Figure 3.1 - City's Emergency Operations Center Organizational Chart**).

The EOC allows for departments and agencies to better communicate and coordinate with each other. It centralizes operations for a lengthy event that involves multiple agencies or county departments. An activated EOC may be partially or fully staffed to meet the demands of the situation.

The EOC may be activated when:

- Ordered by an official authorized by the Antioch City Ordinance 4-2.06.
- The existence or threatened existence of a Local Emergency has been proclaimed in accordance with the City Ordinance.
- Scheduled and/or unusual events that requires centralized management.
- An emergency situation that has occurred or might occur of such a magnitude that it will require a large commitment of resources from two or more City Departments over an extended period of time.
- The Governor has proclaimed a State of Emergency in an area including the County.
- Conditions exist constituting a State of War Emergency as defined in Section 8558 of the California Emergency Services Act (Chapter 7, Division 1, Title 2, California Government Code).
- A Presidential declaration of a National Emergency.
- Automatically on receipt of an attack warning, the observation of a nuclear detonation or act of terrorism.

3.6 EOC ACTIVATION LEVELS

Level 1 - Centralized Coordination and Direction (Full Activation)

Level 1 activation may be a **major local or regional disaster** wherein resources in or near the impacted area are overwhelmed and extensive state and/or federal resources are required. A Local Emergency will be proclaimed by the City and/or County, a State of Emergency may be proclaimed, and a Presidential Declaration of an Emergency or Major Disaster will be requested. All response and early recovery activities will be conducted from the EOC. All off-duty personnel will be recalled as necessary to support response and recovery efforts.

Level 2 - Centralized Coordination and Decentralized Direction (Partial Activation)

Level 2 activation may be a **moderate to severe** emergency wherein local resources are not adequate and mutual aid may be required on a regional or statewide basis. Key management level personnel from the principal involved agencies will co-locate in a central location to provide jurisdictional or multi-jurisdictional coordination. The EOC should be activated. Off-duty personnel may be recalled. A Local Emergency will be proclaimed by the City and/or County, and a State of Emergency may be proclaimed.

Level 3 - Decentralized Coordination and Direction (Monitor/ Limited Activation)

Level 3 activation may be a **minor to moderate** incident wherein local resources are adequate and available. A Local Emergency may or may not be proclaimed by the City and/or County. The City EOC may be activated to monitor threatening or emerging conditions. Off-duty personnel may be recalled.

Table 3.1: Antioch Emergency Operations Center Staffing Guidelines

Event/Situation	Activation Level	Minimum Staffing
<ul style="list-style-type: none"> Major city wide or regional emergency, Multiple departments with heavy resource involvement Major Earthquake Terrorism threat or incident Extraordinary incidents with a potential for significant impact on the health and safety of the public and/or environment 	One	<ul style="list-style-type: none"> All/ Most EOC Positions
<ul style="list-style-type: none"> Moderate Earthquake Major wind or rainstorm Major scheduled event Two or more large incidents involving two or more departments Imminent Earthquake Alert Local emergency declared or proclaimed The county requests a governor's proclamation of a state of emergency A state of emergency is proclaimed by the governor for the county Terrorism threat or incident Extraordinary incidents with a potential for significant impact on the health and safety of the public and/or environment 	Two	<ul style="list-style-type: none"> Office of Emergency Services Coordinator/ EOC Director All Section Coordinators Branches and Units as appropriate to situation Agency Representatives as appropriate
<ul style="list-style-type: none"> Severe Weather Advisory Incident Monitoring or Watch within the county Significant incidents involving 2 or more City departments Earthquake Advisory Flood Watch Terrorism threat or isolated incident Extraordinary incidents with a potential for significant impact on the health and safety of the public and/or environment 	Three	<ul style="list-style-type: none"> Office of Emergency Services Coordinator/ EOC Director Other Command and General Staff as required

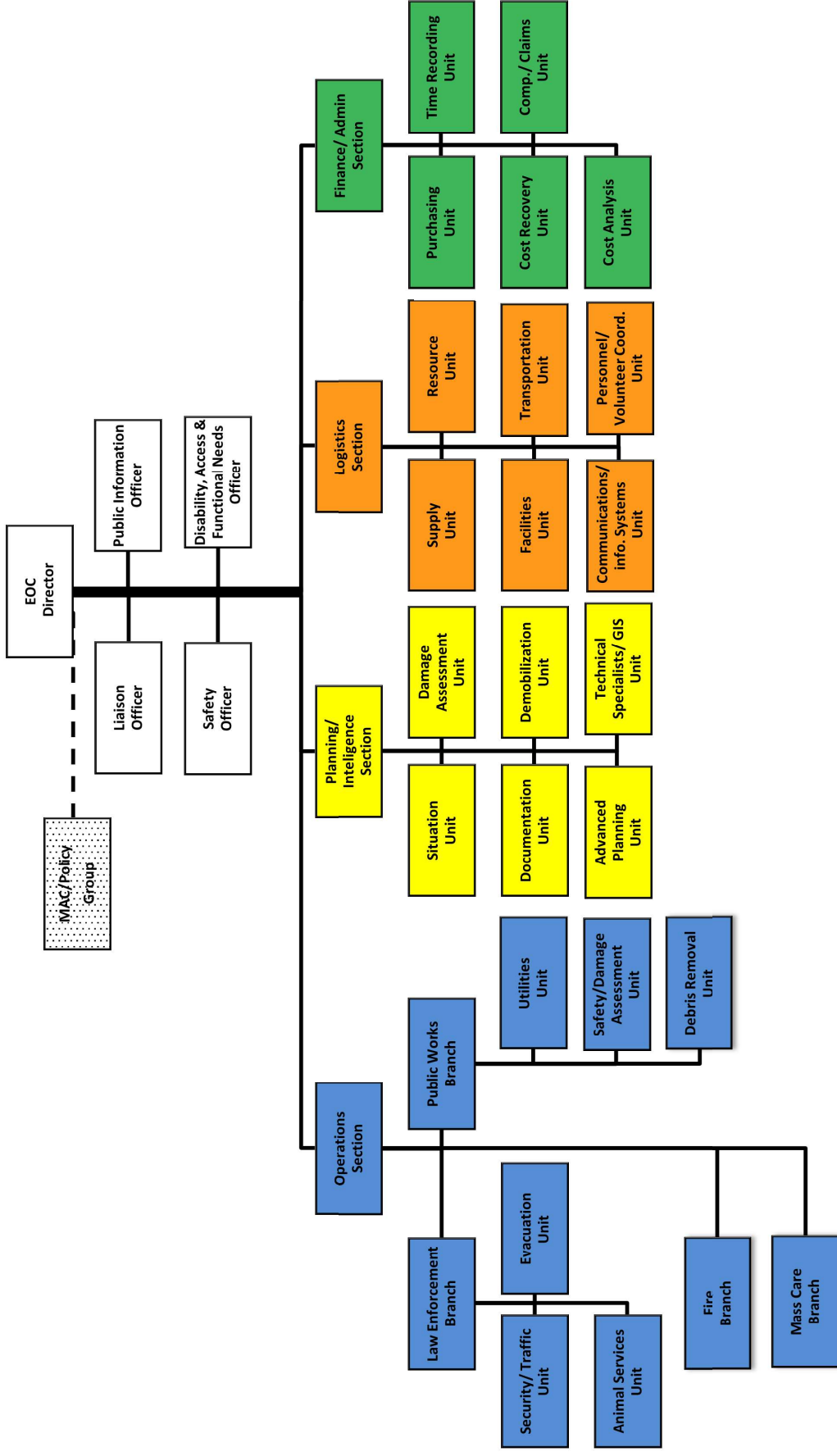
Table 3.2: City's Emergency Services Responsibility Matrix

City of Antioch EOC Organizational Matrix		Administration/ City Managers, Ofc.	Animal Services	City Attorney	City Clerk	Community Development	Community Services	Economic Development	EMS/ AMR Ambulance	Finance	Fire/ CCCFPD	Human Resources Risk Management	Information Systems	Police	Public Works	Parks & Recreation	Antioch Unified School District	Utility Companies
MAC/Policy Group		P		S	S		S	S		S	S	S	S	S		S		
Management	EOC Director	S		S	S		S		S	S	S	S	S	P	S	S		
	Public Information Officer	S	S	S	S	S	S	S	S	S	S	S	S	P	S	S	S	S
	Liaison Officer	S	S				S	S	S	S	S	S	S	P	S	S	S	S
	Safety Officer	P		S			S		S		S	S		S	S	P		
	DAFN Officer	P	S	S	S	S	S	S	S	S	S	S	S	S	S	P	S	S
Operations	Operations Section	S	S	S	S	S	S	S	S	S	S	S	S	P	S	S	S	S
	Law Branch	S	S	S			S		S		S	S	S	P	S	S	S	
	Evacuation Unit	S	S	S			S		S		S		S	P	S	S	S	S
	Search and Rescue Unit	S		S			S		S		S		S	P		S		
	Security/Traffic Control Unit													P	S			
	Animal Control Unit		P											S				
	Fire Branch	S									P	S	S	S	S	S	S	S
	Fire & Rescue Unit	S		S					S		P		S	S	S	S		S
	Haz Mat Unit	S									P			S	S	S		S
	EMS Unit	S		S					S		S	S		S		S		
	Mass Care Branch	S	S	S			S	S	S		S	S	S	S	S	P	S	S
	Public Works Branch	S		S	S	S	S	S				S	S	S	P			S
	Utilities Unit					S		S		S	S		S	S	P			S
	Debris Removal Unit	S		S	S	S	S	S		S		S		S	P	S		S
	Safety/Damage Assess Unit	S				P							S					
	Environmental Health Unit			S					S	S	S	S	S	S	S	S		S
Planning	Planning Section	P		S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
	Situation Unit	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
	Documentation Unit	P	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	
	Demobilization Unit	P										S				S		
	Damage Assessment Unit	S			S	P		S	S	S	S			S	S			
	Advance Planning Unit	P		S	S	S	S	S	S		S		S	S	S	S	S	
	Tech. Specialist/ GIS Unit	S					S			S		S	P			S		
Logistics	Logistics Section	S	S	S	S		S	S	S	S	S	S	S	S	P	S	S	S
	Supply Unit	S		S	S		S	S		S			S	S	P	S		
	Resource Unit	P	S	S	S	S	S	S	S	S	S	S	S	S	P	S	S	S
	Personnel/ Volunteers Unit	P					S					S	S			S		
	Facilities Unit	S		S		S	S	S	S	S	S	S	S	S	P	S	S	S
	Transportation Unit	S	S	S			S	S	S		S	S	S	S	S	P	S	
	Comm./Info. Systems Unit	S			S		S	S					P	S	S	S		
Finance/Admin	Finance/ Admin. Section	S		S	S		S	S		P	S	S	S	S	S	S		
	Purchasing Unit	S		S	S		S	S		S	S	S	S	S	P	S		
	Time Recording Unit	S	S	S	S	S	S	S	S	P	S	S	S	S	S	S	S	
	Cost Recovery Unit	S								P								
	Comp./ Claims Unit	P								S		P						
	Cost Analysis Unit	S	S	S	S	S	S	S	S	P	S	S	S	S	S	S	S	S

P= Principal Agency

S=Support Agency

Figure 3.1: City of Antioch Emergency Operations Center Organizational Chart



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4.0 CONTINUITY OF GOVERNMENT

A major disaster, emergency, or national security emergency could result in the death or injury of key government officials, the partial or complete destruction of established seats of government, and the loss of public and private records essential for continued operations of government and industry.

4.1 RESPONSIBILITY

The City of Antioch takes serious its responsible to provide continuity of leadership and authority necessary to direct emergency response and recovery operations. Under California's concept of mutual aid, local officials remain in control of their jurisdiction's emergency operations while other jurisdictions may provide additional resources upon request. A key aspect of this control is to be able to communicate official requests, situation reports, and emergency information during any disaster.

4.2 PRESERVATION OF LOCAL GOVERNMENT

The California Government Code Section 8643(b), Article 15 of the California Emergency Services Act (Chapter 7 of Division 1 of Title 2 of the Government Code) and the Constitution of California provide the authority for state and local government to reconstitute itself in the event incumbents are unable to serve.

Generally, Article 15 permits the appointment of up to three standby officers for each member of the governing body and up to three standby officers for the chief executive, if not a member of the governing body. Article 15 provides for the succession of officers who head departments responsible for maintaining law and order, or in furnishing public services relating to health and safety.

Article 15 also outlines procedures to assure continued functioning of political subdivisions in the event the governing body, including standby officers, is unavailable to serve. The Emergency Services Act provides for the preservation of city or county government in the event of a major disaster.

4.3 LINES OF SUCCESSION FOR OFFICIALS WITH EMERGENCY RESPONSIBILITIES

The first step in assuring continuity of government is to have personnel who are authorized and prepared to carry out emergency actions for government in the event of a natural, technological, human-caused or national security emergency.

City Council

Should a member of the City Council be unable to fulfill their role in office, that vacancy will be filled pursuant to Article 15, Sections 8638 and 8642 - 8644 of the Emergency Services Act.

Article 15, Section 8642 of the Emergency Services Act authorizes local governing bodies to convene as soon as possible whenever a State of War Emergency, State of Emergency, or Local Emergency exists, and at a place not necessarily within the political subdivision. Article 15, Section 8643 Emergency Services Act describes the duties of a governing body during emergencies as follows:

- Ascertain the damage to the jurisdiction and its personnel and property.
- Reconstitute itself and any subdivisions.
- Perform functions in preserving law and order and furnishing local services.

Director of Emergency Services

A successor to the director of emergency services is appointed as detailed in Chapter 4-2.06(B) of the Antioch City Ordinance:

- Should the director be unavailable or unable to serve, the positions listed below, in order, shall act as the director of emergency services.
- Should these positions be unavailable or unable to serve, the individuals who hold permanent appointments to the following positions in the city will automatically serve as acting director in the order shown. The individual who serves as acting director shall have the authority and powers of the director, and will serve until the director is again able to serve, or until a successor has been appointed.
- Such order of succession shall be approved by the City Council.

Notification of any successor changes shall be made through the established chain of command.

Department Heads

Article 15, Section 8637 of the Emergency Services Act authorizes political subdivisions to provide for the succession of officers (department heads) having duties related to law and order and/or health and safety.

5.0 EMERGENCY PROCLAMATION PROCESS

The California Emergency Services Act provides the basic authority for conducting emergency operations following a proclamation of Local Emergency, State of Emergency, or State of War Emergency by the Governor and/or appropriate local authorities, consistent with the provisions of the Act. There are three types of proclamations of emergency in the State of California: local emergency, state of emergency, and state of war emergency.

5.1 LOCAL EMERGENCY (CITY OR COUNTY)

A Local Emergency may be proclaimed by the Director of Emergency Services, or their designee as specified by Chapter 4-2.06 of the Antioch City Ordinance and Section 8558 (c) of the California Emergency Services Act.

Definition of Local Emergency: “The duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the Governor’s warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat . . .” (California Government Code (Govt. Code) section 8558 (c)). The type of disaster, date of occurrence and area affected are to be identified.

Purpose (Govt. Code sections 8625 and 8634):

The proclamation of a Local Emergency provides the governing body with the legal authority to:

- Request, if necessary, that the Governor proclaim a State of Emergency and/or request a Presidential declaration.
- Promulgate or suspend orders and regulations necessary to provide for the protection of life and property, including issuing orders or regulations imposing a curfew within designated boundaries.
- Exercise full power to provide mutual aid to any affected area in accordance with local ordinances, resolutions, emergency plans, or agreements.
- Request state agencies and other jurisdictions to provide mutual aid.
- Require the emergency services of any local official or employee.
- Requisition necessary personnel and materials from any local department or agency.
- Obtain vital supplies and equipment and, if required, immediately commandeer the same for public use.
- Impose penalties for violation of lawful orders.

- Conduct emergency operations without incurring legal liability for performance, or failure of performance (Note: Article 17 of the Emergency Services Act, Section 8655, provides for certain privileges and immunities).

Deadlines:

- **Issuance:** A Local Emergency must be proclaimed within 10 days of the occurrence of a disaster if assistance will be requested through the California Disaster Assistance Act (CDAA), (Govt. Code section 8685.2).
- **Ratification:** A Local Emergency proclaimed by the Director of Emergency Services must be ratified by the City Council within 7 days (Govt. Code section 8630(b)).
- **Renewal:** The City Council must review the need to continue the proclamation at least every 30 days until the Local Emergency is terminated (Govt. Code section 8630(c)).
- If the City Council meets bi-weekly (2nd and 4th Tuesday of the month), the need to continue the proclamation should be reviewed every 14 days until terminated.
- **Termination:** The Local Emergency must be terminated by resolution as soon as conditions warrant (Govt. Code section 8630(d)).

Notification:

- The City of Antioch shall notify the Contra Costa Operational Area (OA) and provide a copy of the proclamation.
- The Contra Costa Operational Area (OA) shall notify the Cal OES Coastal Region and provide a copy of the proclamation.
- Cal OES Coastal Region will notify the Cal OES Director and Deputy Directors; and shall be the primary contact between the Cal OES Director, OA and the local jurisdiction for updates on any requests for assistance
- Cal OES Director will respond in writing to the local government concerning the status of any requests for assistance included within the local proclamation or accompanying letter.

Initial Damage Estimate (IDE) Requirement:

When the local proclamation of emergency is submitted to Cal OES' Regional Operations, the package should include an IDE. An IDE is the local governments' identification of the impacts and local response and recovery activities. The IDE assists Cal OES to understand the jurisdiction's damages and prioritize Preliminary Damage Assessment (PDA) efforts, which in turn can lead to a state or federal disaster declaration. An Operational Area must include all its affected governing bodies (cities, towns, etc.), special districts (school districts, water districts, community services districts, etc.), and private non-profit organizations within the IDE.

If the City submits a Proclamation of Local Emergency directly to Cal OES, the City shall be responsible for submitting the IDE, usually within 30 days of Proclaiming. However, if the County submits a Proclamation of Local Emergency, the City shall submit an IDE to the County.

An IDE should include:

- Type and extent of public and private sector damage;
- Estimates of damages and emergency response costs; and
- Any acute public health and environmental issues.

The IDE is evaluated, and if warranted, a State assessment is conducted by Cal OES Recovery.

The Recovery Proclamation Team works with local jurisdictions' emergency management and/or public safety agencies in the Operational Areas affected by the disaster event to accomplish these assessments.

Documentation of Response Efforts:

When a local government requests a Gubernatorial State of Emergency Proclamation, Director's Concurrence, and/or California Disaster Assistance Act funding, local government should provide information describing local response efforts and identify the specific type and extent of state emergency assistance needed, including regulatory waivers necessary to facilitate the protection of life and property during response efforts.

A local emergency proclamation and/or Governor's proclamation is not a prerequisite for mutual aid assistance, Red Cross assistance, the federal Fire Management Assistance Grant Program, or disaster loan programs designated by the U.S. Small Business Administration or the U.S. Department of Agriculture.

When the County proclaims a local emergency, they may request that:

- The Director of Cal OES concur with the local proclamation,
- The Governor proclaim a State of Emergency, and/or
- The Governor requests a Presidential Declaration of an Emergency or Major Disaster.

Reference document:

- Cal OES. *Emergency Proclamations; A quick reference guide for Local Government*, March 2014.
- Cal OES. *California Emergency Disaster Proclamation and CDAA Process*, February 2019.

5.2 STATE CONCURRENCE OF A LOCAL EMERGENCY

Director's Concurrence:

Following the proclamation of a local emergency and in the event public real property has been damaged or destroyed and assistance is needed in the repair and restoration, the governing body may request the Cal OES Director to concur in their proclamation of a local emergency and to provide assistance under the California Disaster Assistance

Act (CDAA). The CDAA authorizes the Cal OES Director, at his discretion, to provide financial assistance to repair and restore damaged public facilities and infrastructure.

Deadline:

Cal OES must receive request from local government within 10 days of incident (Govt. Code section 8685.2).

Supporting Information Required:

- Local Emergency Proclamation (see Exhibits 1, 2 or 3).
- Initial Damage Estimate (IDE) prepared and submitted in “CalEOC”.
- A request from the City Council.
- The resolution must indicate the nature and date of the emergency, and the person designated to receive, process and coordinate all aid.

The following financial assistance is available through Cal OES under the CDAA:

- Assistance to repair, restore, reconstruct or replace public real property or public facilities belonging to local agencies damaged as a result of natural disasters;
- Indirect costs; and
- Direct costs of grant administration.

5.3 STATE OF EMERGENCY

Governor’s Proclamation of State of Emergency:

Provides Governor with powers authorized by the Emergency Services Act; authorizes Cal OES Director to provide financial relief under the California Disaster Assistance Act for emergency actions, restoration of public facilities and infrastructure, and hazard mitigation; prerequisite when requesting federal declaration of a major disaster or emergency.

After a proclamation of a Local Emergency, the governing body of the city or county, having determined that local resources are unable to mitigate the situation, may request by resolution that the Governor proclaim a State of Emergency in the area to invoke mandatory mutual aid and provide state assistance under CDAA.

Deadline:

Cal OES must receive request from local government within 10 days of incident (Govt. Code section 8685.2).

Supporting Information Required:

- Certified copy of the Local Emergency proclamation (see Exhibits 1, 2 and 3).
- Damage Assessment Summary (to be provided if state financial assistance under provisions of the California Disaster Assistance Act is requested) prepared in CalEOC.
- Financial assistance available:

- Eligible disaster response costs;
- Assistance to repair, restore, reconstruct or replace public real property or public facilities belonging to local agencies damaged as a result of natural disasters;
- Indirect costs; and
- Direct costs of grant administration.

The Cal OES prepares a recommendation as to the action that should be taken by the Governor. If the action recommends a Governor's Proclamation, Cal OES prepares the proclamation.

5.4 STATE OF WAR EMERGENCY

Whenever the Governor proclaims a State of War Emergency, or if a State of War Emergency exists, all provisions associated with a State of Emergency apply, plus: All state agencies and political subdivisions are required to comply with the lawful orders and regulations of the Governor which are made or given within the limits of authority as provided for in the Emergency Services Act.

5.5 PRESIDENTIAL DECLARATION OF AN EMERGENCY

Supports response activities of the federal, state and local government. Authorizes federal agencies to provide "essential" assistance including debris removal, temporary housing and the distribution of medicine, food, and other consumable supplies.

Deadline:

Governor must request on behalf of local government within 5 days after the need for federal emergency assistance becomes apparent, but no longer than 30 days after the occurrence of the incident (Title 44 of the Code of Federal Regulations (44 CFR) section 206.35(a)).

Supporting Information Required:

- All of the supporting information required under a Governor's Proclamation.
- A Governor's Proclamation,
 - Certification by the Governor that the effective response is beyond the capability of the state, confirmation that the Governor has executed the state's emergency plan,
 - information describing the state and local efforts,
 - Identification of the specific type
 - Extent of federal emergency assistance needed.

In some circumstances, a Presidential Declaration may allow for the termination of public works contracts (California Government Code 4410-4412).

Assistance Programs available:

- Assistance to Individuals and Households Program (IHP)
- State Supplemental Grant Program (SSGP)
- U.S. Small Business Administration (SBA)
- U.S. Department of Agriculture (USDA)

(For details of these programs refer to **Section 11.0: Disaster Recovery**)

5.6 PRESIDENTIAL DECLARATION OF A MAJOR DISASTER

Supports response and recovery activities of the federal, state, and local government and disaster relief organizations. Authorizes implementation of some or all federal recovery programs including public assistance, individual assistance and hazard mitigation.

Following the above procedures, the governing body of the local jurisdiction may also pass a resolution (see Exhibit 5) asking the Cal OES Director to recommend that the Governor request a Presidential Declaration of a Major Disaster under the authority of Public Law 93-288. The Governor's Request to the President is submitted through the Federal Emergency Management Agency (FEMA). Supplementary justification data may be required to accompany the local resolution (certified copy) and Damage Assessment Survey.

Deadline:

Governor must request federal declaration of a major disaster within 30 days of incident.

Supporting Information Required:

All of the supporting information required above and, a Governor's Proclamation, certification by the Governor that the effective response is beyond the capability of the state, confirmation that the Governor has executed the state's emergency plan, and identification of the specific type and extent of federal aid required.

Financial assistance available:

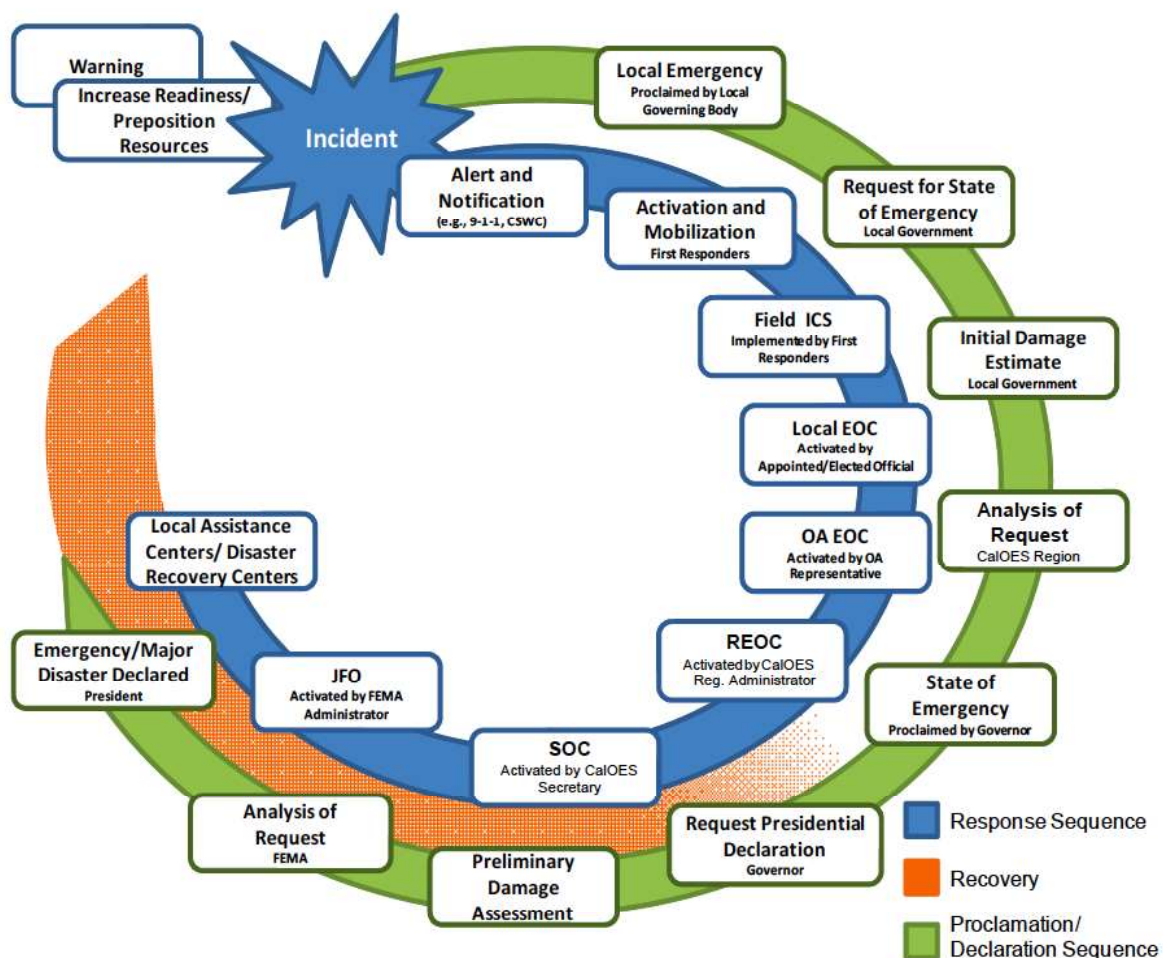
- Individual assistance to the private sector;
- Matching fund assistance for cost sharing required under federal disaster assistance programs (subject to state eligible project criteria);
- Local agency overtime costs and the costs of supplies used during eligible disaster response projects;
- Assistance to repair, restore, reconstruct or replace public real property or public facilities belonging to local agencies damaged as a result of natural disasters;
- Indirect costs; and
- Direct costs of grant administration.

Assistance Programs available:

- Assistance to Individuals and Households Program (IHP)
- State Supplemental Grant Program (SSGP)
- U.S. Small Business Administration (SBA)
- U.S. Department of Agriculture (USDA)
- Crisis Counseling Programs (CCP)
- Disaster Unemployment Assistance (DUA)
- Disaster Legal Services (DLS)
- Disaster Case Management (DCM)
- Disaster Supplemental Nutrition Assistance Program (D-SNAP)

(For details of these programs refer to **Section 11.0: Disaster Recovery**)

Figure 5.1 – Proclamation/ Response Phase Sequence of Events



6.0 ALERT, WARNING, AND PUBLIC INFORMATION

Providing Emergency Alerts, Warnings, and Public Information is a priority during a real or threatened disaster or emergency. The City of Antioch has a primary responsibility to provide accurate and timely information to the public regarding conditions, threats and protective measures. To avoid conflicts and confusion, the Emergency Alert, Warning and Public Information function operates best when centralized and coordinated among all involved jurisdictions, agencies and organizations.

Centralized and coordinated messaging is through the Contra Costa County Office of the Sheriff Communications Center or the Community Warning System.

In conjunction with established public safety warning protocols, the Incident Commander, or activated EOC will manage the dissemination of timely and adequate warnings to threatened populations in the most effective manner possible. Warning information will be issued as quickly as possible once a threat is detected, using the most direct and effective means possible.

The following information describes the various systems available to fulfill this responsibility.

6.1 TRANSMITTING AN EMERGENCY ALERT AND WARNING MESSAGE

A comprehensive alert and warning program is a critical component to a community's ability to effectively respond to emergencies. Most Alert and Warning messages are associated with evacuation advisories and are often the result of a no-notice or short notice incident. Without proper information, people may evacuate towards a hazard, putting them in greater danger, or may evacuate unnecessarily and create additional congestion on identified evacuation routes.

A **Public Alert** is a communication intended to attract public attention to an unusual situation and motivate individual awareness. The measure of an effective alert message is the extent to which the intended audience becomes attentive, takes the intended action, and searches for additional information from the sources you direct them to.

A **Public Warning** is a communication intended to persuade members of the public to take one or more protective actions in order to reduce losses or harm. The measure of an effective public warning message is the extent to which the intended audience receives the message and takes the intended protective action.

7.0 STANDARDIZED EMERGENCY MANAGEMENT SYSTEM (SEMS)

The Standardized Emergency Management System (SEMS) is intended to standardize response to emergencies involving multiple jurisdictions or multiple agencies. SEMS is intended to be flexible and adaptable to the needs of all emergency responders in California. Under Government Code Section 8607(a), SEMS requires emergency response agencies to use basic principles and components of emergency management, including the Incident Command System (ICS), a statewide Master Mutual Aid Agreement system (MMAA), the Operational Area concept (OA), and Multi-Agency or inter-agency Coordination System (MACS).

The California Emergency Services Act (ESA) requires the use of SEMS for managing multiagency and multijurisdictional responses to emergencies in California. Chapter 1 of Division 2 of Title 19 of the California Code of Regulations establishes the standard response structure and basic protocols to be used in emergency/disaster response and recovery. Local government entities must use SEMS in order to be eligible for any reimbursement of response-related costs under the state's disaster assistance programs.

The City of Antioch has adopted SEMS for managing response to multi-agency and multi-jurisdiction emergencies and to facilitate communications and coordination between all levels of the system and among all responding agencies.

7.1 SEMS ORGANIZATIONAL LEVELS

There are five designated levels in the SEMS organization: field response, local government, operational area, regional, and state. Each level is activated as needed.

Field Response Level

The field response level is where emergency response personnel and resources carry out tactical decisions and activities in direct response to an incident or threat. SEMS regulations require the use of the Incident Command System (ICS) at the field response level of an incident. The ICS field functions to be used for emergency/disaster management are: Command, Operations, Planning/Intelligence, Logistics, and Finance/Administration.

When the City's EOC is activated, it will coordinate and manage the overall response and recovery effort, while the Incident Commander uses the Incident Command System to direct field responders. Incident Commanders may report directly to the EOC, usually the Operations Section. Requests for any resources or support that cannot be obtained at the field level are sent to the City EOC.

Local Government Level

Local governments include cities, counties, and special districts. Local governments manage and coordinate the overall emergency/disaster response and recovery activities within their jurisdiction.

Local governments are required to use SEMS when their Emergency Operations Center is activated or a local emergency is proclaimed in order to be eligible for state funding of response-related personnel costs. Local governmental levels shall provide the following functions: Management, Operations, Planning/Intelligence, Logistics, and Finance/Administration.

Local jurisdictions are responsible for overall direction of personnel and equipment provided for emergency response and recovery operations through mutual aid (Government Code Section 8618).

Cities request all mutual aid (except fire and law) through the Operational Area. Fire and law mutual aid is coordinated through the designated Regional Fire and Law Coordinators (**Section 10.0 - MUTUAL AID**). All local governments are responsible for coordinating with the field response level, other local governments, and the operational area. Local governments are also responsible for providing mutual aid within their capabilities.

Special District Involvement

Special districts are defined as local governments in SEMS. The emergency response role of special districts is generally focused on normal services. During disasters, some types of special districts will be more extensively involved in the emergency response by assisting other local governments.

Coordination and communications should be established among special districts that are involved in emergency response and recovery, other local governments, and the operational area. This may be accomplished in various ways depending on the local situation. Relationships among special districts, cities, county government, and the operational area are complicated by overlapping boundaries and by the multiplicity of special districts. Special districts should work with the local governments in their service areas to determine how best to establish coordination and communications in disasters/emergencies.

When a special district is entirely contained within the City, (i.e., Antioch Unified School District) the special district should have a liaison representative at the City EOC, and direct communications should be established between the special district EOC and the City EOC. An exception may occur when there are many special districts within the City.

Nongovernmental, Private, and Volunteer Organizations

In emergency preparedness, response, and recovery, the City or County partners with nongovernmental agencies, private sector business, and volunteer organizations.

- Nongovernmental Organizations (NGOs) provide vital support services to promote the disaster recovery process for disaster victims and some may provide specialized services that help individuals with disabilities. These groups collaborate with first responders, governments at all levels and other agencies and organizations.
- Key business partners should be involved in the local crisis decision-making process or have a direct link to the EOC during an incident.
- Volunteer Organizations may work directly with the City or County as Disaster Service Workers or augment response and recovery efforts as directed.
(Disaster Service Worker Volunteer Program Annex).

The City EOC will generally be a focal point for coordination of response activities with many of these nongovernmental organizations and key businesses working directly with the City of Antioch response or recovery efforts. If the nongovernmental organizations and key businesses are working with both the City and the County, then the County/ OA EOC will be the primary point of contact and coordination. The OA EOC should establish communication with private and volunteer agencies providing services within the County.

Organizations that play key roles in the response should have representatives at the EOC or at the Incident Command Post, and their initial contact would be with the Liaison Officer. If an agency supports several functions and has only one representative at the EOC, the agency representative should be located at the liaison area. If an agency is supporting one function only, its representative may be located with that functional element, often in the Operations Section. Some agencies may have several personnel participating in functional elements in the EOC. For example, American Red Cross personnel may be part of the staffing for the Mass Care Branch of the EOC. City volunteer organizations or Disaster Service Worker Volunteers may be assigned several other support tasks or may have representatives located in a specific functional element, while other representatives report to the Liaison Officer to be assigned as needed.

Cities or Counties served by a large number of private and volunteer organizations may not be able to accommodate representatives in the EOC from all agencies that have important response roles. Jurisdictions should develop alternate means of communicating with these agencies (i.e. Videoconferencing, telecommunications, email, shared documents, etc.) or when liaison representation is not practical.

Coordination with volunteer and private agencies that do not have representatives at the EOC may be accomplished through telecommunications, liaison with community elected

officials that represent several agencies, or involvement of agencies in special multi-agency groups on specific issues.

Operational Area Level

Under SEMS, the operational area is defined in the Emergency Services Act as an intermediate level of the state's emergency services organization consisting of a county and all political subdivisions within that county area. Political subdivisions include cities, a city and county, counties, district or other local governmental agency, or public agency as authorized by law.

The operational area is responsible for:

- Coordinating information, resources, and priorities among local governments within the operational area.
- Coordinating information, resources, and priorities between the regional level and the local government level.
- Using multi-agency or inter-agency coordination to facilitate decisions for overall operational area level emergency response activities.

The Contra Costa County EOC will fulfill the role of the Operational Area EOC. Activation of the Operational Area EOC during a State of Emergency or a Local Emergency is required by SEMS regulations under the following conditions:

- 1) A local government within the operational area has activated its EOC and requested activation of the operational area EOC to support their emergency operations.
- 2) Two or more cities within the operational area have proclaimed a local emergency.
- 3) The county and one or more cities have proclaimed a local emergency.
- 4) A city, city and county, or county has requested a governor's proclamation of a state of emergency, as defined in the Government Code Section 8558(b).
- 5) A state of emergency is proclaimed by the governor for the county or two or more cities within the operational area.
- 6) The operational area is requesting resources from outside its boundaries. This does not include resources used in normal day-to-day operations that are obtained through existing mutual aid agreements.
- 7) The operational area has received resource requests from outside its boundaries. This does not include resources used in normal day-to-day operations that are obtained through existing mutual aid agreements.

7.1.1 Communication, Coordination, and Reporting to the Operational Area

Communications should be established between all cities and the Operational Area. The Operational Area utilizes WebEOC to coordinate and communicate reports and resource requests with the Operational Area EOC. In the absence of WebEOC, all

reports and requests are to be sent to the OA EOC via email, or other process as established for the incident.

City reports and notifications are to be made to the Operational Area. These reports and notifications include:

- Activation of the City EOC.
- Proclamation of a Local Emergency.
- Situation Reports.
- City Status Reports.
- Initial Damage Estimates.
- Incident Reports.
- Resource Requests.

The City should report its status to the Operational Area EOC whether or not it has any disaster damage.

The City EOC should include representatives from special districts, volunteer agencies, and private agencies with significant response roles.

The Operational Area will use the Multi-Agency Coordinating System (MACS) concept when developing response and recovery operations.

7.1.2 Resource Request Process

When a disaster or emergency occurs, a city will use its own internal assets to provide emergency services. If a city's internal assets are not sufficient, the City will normally make a request to a neighboring jurisdiction for assistance. Internal assets include supplies and equipment available from local vendors.

- If resources are still not available, resource requests should be directed to the Operational Area EOC via the designated countywide emergency reporting systems.
- Existing mutual aid agreements and financial protocols will be followed.

Regional Level

Because of its size and geography, the State has been divided into six mutual aid regions. The purpose of a mutual aid region is to provide for the more effective application and coordination of mutual aid and other emergency/disaster related activities.

State Cal OES has also established three Administrative Regions (Coastal, Inland and Southern). These Administrative Regions are the means by which State Cal OES maintains day-to-day contact with emergency services organizations at local, county,

and private sector organizations. Contra Costa County is within Cal OES Mutual Aid Region II and the Cal OES Coastal Administrative Region, which includes 16 counties. **(Section 10.0 - MUTUAL AID, Figures 3.3 - Cal OES Administrative and Mutual Aid Regions)**

The regional level manages and coordinates information and resources among operational areas within the mutual aid region and also between the operational areas and the State level. The regional level also coordinates overall State agency support for emergency/disaster response activities within the region.

State Level

The State level of SEMS manages state resources in response to the emergency/disaster needs of the other levels and coordinates mutual aid among the mutual aid regions and between the regional level and state level. The State level also serves as the coordination and communication link between the State and the Federal disaster response system.

Federal Level

U.S. Department of Homeland Security (DHS)

The Homeland Security Act of 2002 established the Department of Homeland Security (DHS) to:

- Secure the United States from terrorist threats or attacks.
- Reduce the vulnerability of the United States to terrorism, natural disasters, and other emergencies.
- Minimize the damage and assist in the recovery from terrorist attacks, natural disasters, and other emergencies.

National Response Framework (NRF)

The Department of Homeland Security has provided the National Response Framework as a guide to how the Nation conducts all-hazards response. The National Response Framework provides structures for implementing nationwide response policy and operational coordination for all types of domestic incidents. It can be partially or fully implemented in the context of a threat, in anticipation of a significant event, or in response to an incident. Selective implementation allows for a scaled response, delivery of the resources needed, and an appropriate level of coordination.

Incidents include actual or potential emergencies or all-hazards events that range from accidents and natural disasters to actual or potential terrorist attacks. They include

events wholly contained within a single jurisdiction and others that are catastrophic in nature and national in their scope or consequences.

National Incident Management System (NIMS)

The National Incident Management System (NIMS) provides a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life and property and harm to the environment. NIMS works hand in hand with the National Response Framework (NRF). NIMS provides the template for the management of incidents, while the NRF provides the structure and mechanisms for national-level policy for incident management. **(Section 9.0 - NIMS)**

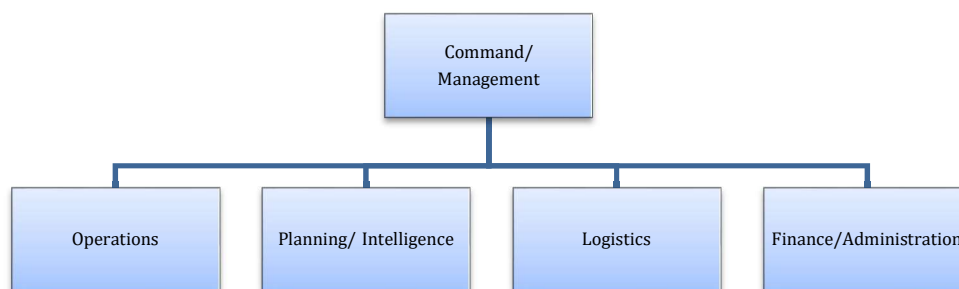
Federal Emergency Management Agency (FEMA)

The Federal Emergency Management Agency (FEMA) serves as the main federal government contact during disasters and national security emergencies. In a disaster, different federal agencies may be involved in the response and recovery operations. Federal disaster assistance is organized under the concept of the Emergency Support Functions (ESFs) as defined in the National Response Framework. All contact with FEMA and other federal agencies must be made through the Operational Area during the response phase. During the recovery phase, there may be direct County contact with FEMA and other federal agencies.

7.2 SEMS FUNCTIONS

SEMS requires that every emergency response involving multiple jurisdictions or multiple agencies include the five functions identified below in Figure 7.1 – SEMS Functions. These functions must be applied at each level of the SEMS organization.

Figure 7.1 – SEMS Functions



Command/Management: Command is responsible for the directing, ordering, and/or controlling of resources at the field response level. Management is responsible for overall emergency policy and coordination at the SEMS EOC levels. Command and Management are further discussed below:

Command: A key concept in all emergency planning is to establish command and tactical control at the lowest level that can perform that role effectively in the organization. In the Incident Command System (ICS), the Incident Commander (IC), with appropriate policy direction and authority from the responding agency, sets the objectives to be accomplished and approves the strategy and tactics to be used to meet those objectives. The IC must respond to higher authority. Depending upon the incident's size and scope, the higher authority could be the next ranking level in the organization up to the agency or department executive. This relationship provides an operational link with policy executives who customarily reside in the Department Operations Center (DOC) or EOC, when activated.

Management: The EOC serves as a central location from which multiple agencies or organizations coordinate information collection and evaluation, priority setting and resource management. Within the EOC, the Management function:

- Facilitates multiagency coordination and executive decision making in support of the incident response,
- Implements the policies established by the governing bodies,
- Facilitate the activities of the Multi-Agency Coordination (MAC) Group

Operations: Responsible for coordinating and supporting all jurisdictional operations in support of the response to the emergency through implementation of the organizational level's EOC Action Plans (EAP). At the Field Level, the Operations Section is responsible for the coordinated tactical response directly applicable to, or in support of the objectives in accordance with the Incident Action Plan (IAP). In the EOC, the Operations Section Chief manages Branch Directors and Unit Leaders who share information and decisions about discipline-specific operations.

Planning/Intelligence: Responsible for the collection, evaluation and dissemination of operational information related to the incident for the preparation and documentation of the IAP at the Field Level or the EAP at an EOC. Planning/Intelligence also maintains information on the current and forecasted situation and on the status of resources assigned to the emergency or the EOC. As needed, Unit Leaders are appointed to collect and analyze data, prepare situation reports, develop action plans, set Geographic Information Systems (GIS) priorities, compile and maintain documentation, conduct advance planning, manage technical specialists and coordinate demobilization.

Logistics: Responsible for providing facilities, services, personnel, equipment and materials in support of the emergency. Unified ordering takes place through the

Logistics Section Supply Unit Leader to ensure controls and accountability over resource requests. As needed, Unit Leaders are appointed to address the needs for communications, food, medical, supplies, facilities and ground support.

Finance/Administration: Responsible for all financial and cost analysis aspects of the emergency and for any administrative aspects not handled by the other functions. As needed, Unit Leaders are appointed to record time for incident or EOC personnel and hired equipment, coordinate Purchasing activities, process claims and track costs.

Figure 7.2 – Comparison of Field and EOC SEMS Functions

PRIMARY SEMS FUNCTION	FIELD RESPONSE LEVEL	EOCS AT OTHER SEMS LEVELS
Command/ Management	Command is responsible for the directing, ordering, and/or controlling of resources.	Management is responsible for facilitation of overall policy, coordination and support of the incident.
Operations	The coordinated tactical response of all field operations in accordance with the Incident Action Plan.	The coordination of all jurisdictional operations in support of the response to the emergency in accordance with the EOC Action Plan.
Planning/ Intelligence	The collection, evaluation, documentation and use of intelligence related to the incident.	Collecting, evaluating and disseminating information and maintaining documentation relative to all jurisdiction activities.
Logistics	Providing facilities, services, personnel, equipment and materials in support of the incident.	Providing facilities, services, personnel, equipment and materials in support of all jurisdiction activities as required.
Finance/ Administration	Financial and cost analysis and administrative aspects not handled by the other functions.	Responsible for coordinating and supporting administrative and fiscal consideration surrounding an emergency incident.

7.3 MAJOR CONCEPTS OF SEMS

Organization Flexibility - Modular Organization

The five essential SEMS functions will be established as “sections” within the EOC and all other functions will be organized as branches, groups, or units within sections. The types of activated functions and their relationship to one another will depend upon the size and nature of the incident. Only those functional elements that are required to meet current objectives will be activated. Those functions that are needed but not staffed will be the responsibility of the next higher element in the organization.

Management of Personnel - Unity of Command and Span-of-Control

The position title “Section Coordinator” refers to the lead person of each section in the EOC. The position title “Director” refers to the lead person of each organizational branch in the EOC. The position title “Leader” refers to the lead person of each organizational unit in the EOC. Each activated function will have only one person in charge of it (i.e. report to), but a supervisor may be in charge of more than one functional element. Every individual will have a supervisor and each supervisor will generally be responsible for no more than seven employees, with the ideal span-of-control being three to five persons.

The Section Coordinator for Operations, Planning/Intelligence, Logistics, and Finance/Administration constitute the EOC General Staff. The Management Section and General Staff function as the EOC management team. The General Staff are responsible for:

- Overseeing the internal functioning of their section.
- Interacting with each other, Management, and other entities within the EOC to ensure the effective functioning of the EOC organization.

EOC Action Plans

At Local, Operational Area, Regional and State levels, the use of EOC action plans provide designated personnel with knowledge of the objectives to be achieved and the steps required for achievement. Action plans give direction and provide a basis for measuring achievement of objectives and overall performance. Action planning is an important management tool that involves a process for:

- Identifying priorities, objectives, and assignments for emergency response or recovery efforts.
- Documentation of the priorities, objectives, tasks, and personnel assignments in a formal plan.

The action planning process should involve Management and General Staff along with other specific EOC positions, special district representatives, and other agency representatives, as needed. The Planning/Intelligence Section is responsible for coordinating the development of the action plan and for facilitation of action planning meetings.

Action plans are developed for a specified operational period that may range from a few hours to 12 hours. The operational period is determined by first establishing a set of priority actions that need to be performed. A reasonable time frame is then established for accomplishing those actions.

The action plans need not be complex, but should be sufficiently detailed to guide EOC elements in implementing the priority actions. Guidelines for developing action plans and example action plan formats are contained in the **Planning/Intelligence Support Documentation - Action Planning. Also Refer Figure 7.3: Action Planning Process “Planning P”**.

Multi-Agency or Inter-Agency Coordination

Multi-agency or inter-agency coordination inside and outside the EOC is important for:

- Establishing priorities for response.
- Allocating critical resources.
- Developing strategies for handling multi-agency response problems.
- Sharing information.
- Facilitating communications.

Inter-agency coordination is an integral part of the EOC. The EOC is staffed by representatives from the departments and agencies working together to coordinate the emergency response and recovery. Agency representatives from special districts, community based organizations, volunteer services, and private organizations, may also participate with EOC functional elements in coordinating the response and recovery effort. Coordination with agencies not represented in the EOC may be accomplished through telecommunications, satellite, or other electronic means.

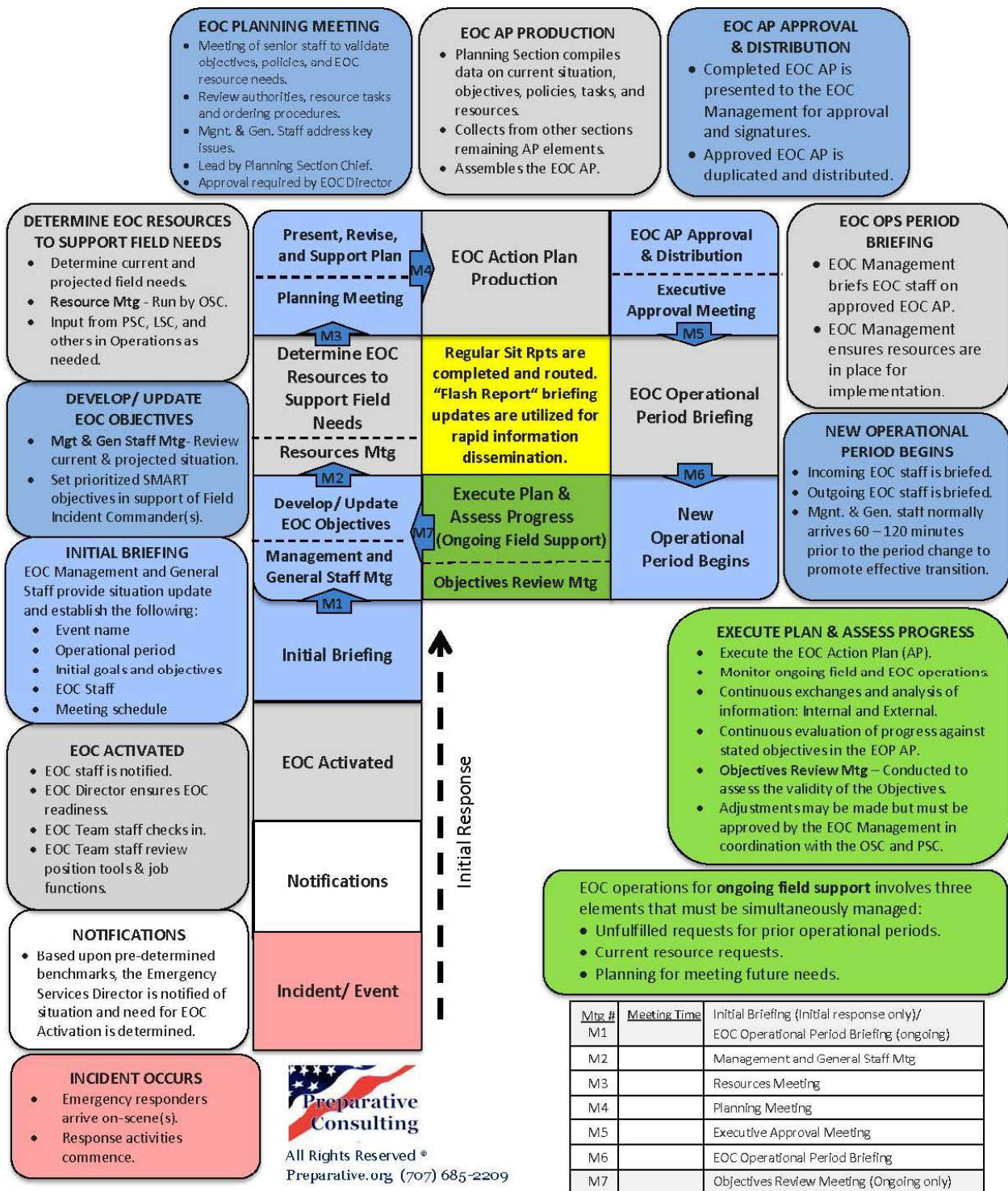
Emergency response is coordinated at the EOC through:

- Representatives from the City of Antioch departments and agencies.
- Representatives from outside agencies including special districts, non-governmental organizations, volunteer agencies, and private organizations.
- Coordination with agencies not represented in the EOC may be accomplished through various methods of communications.
- Involvement in the EOC action planning process is essential for effective emergency management.

Multi-Agency or Inter-Agency Coordination Group

- May be established formally.
- Should develop consensus on priorities, resource allocation, and response strategies.
- May function within the EOC, at another location or through conference calls - but should remain in contact with the EOC.
- EOC Action Plan should incorporate group priorities and objectives.
- Group objectives should be implemented through the EOC.
- City of Antioch may participate with other local governments and agencies in a multi-agency coordination group organized by another local government, operational area, or regional level.

Figure 7.3: Action Planning Process “Planning P”



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8.0 INCIDENT COMMAND SYSTEM (ICS)

One of the primary components of NIMS/SEMS is the Incident Command System (ICS), which was developed during the 1970s by an inter-agency working group of local, state, and federal fire services in California.

The Incident Command System (ICS) is a nationally used standardized on-scene emergency management concept specifically designed to allow its user(s) to adopt an integrated organizational structure equal to the complexity and demands of single or multiple incidents without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, with responsibility for the management of resources to effectively accomplish stated objectives pertinent to an incident.

8.1 USE OF ICS AT THE FIELD LEVEL

The concepts, principles, and organizational structure of the Incident Command System (ICS) will be used in managing field operations. The size, complexity, hazard environment and objectives of the situation will determine the ICS size and the support that will be required to support field activities. The incident will be managed by objectives to be achieved and those objectives are communicated to field and EOC personnel using the action planning process.

Typically, an Incident Commander (IC) will communicate with the EOC Director as to situation and resource status through established communications channels. Members of the ICS Command and General Staff will communicate with their counterparts in the EOC using the same communications methods. Some members of the EOC Management or General Staff may be asked to attend briefings or planning meetings at the Incident Command Post.

When multiple agencies respond to the incident, the IC will establish a Unified Command/Multi-Agency Coordination System and agency representatives will be asked to report to the Liaison Officer. Outside agencies including those from County, State and Federal agencies will participate in the Unified Command/Multi-Agency Coordination System by assisting in identifying objectives, setting priorities, and allocating critical resources to the incident.

8.2 FIELD/EOC COMMUNICATIONS AND COORDINATION

The City's communication plan outlines the communications channels and protocols to be used during an incident. Typically, field to EOC communications will occur at the Command/Management and General Staff levels or, if they are established, field units

will communicate with a Department Operations Center (DOC) who will, in turn, relay the information to the appropriate section/function in the EOC.

The County OA EOC will communicate situation and resource status information to the Coastal Region and other outside agencies via designated countywide emergency reporting systems.

8.3 FIELD/EOC DIRECTION AND CONTROL INTERFACE

The EOC Director will establish jurisdictional objectives and priorities and communicate those to everyone in the organization through the EOC Action Plan. The EOC Action Plan does not direct or control field units but supports their activities. Incident Commander(s) will ensure incident objectives and priorities are consistent with those policies and guidelines established at the city level by the EOC Director.

It is the responsibility of the Incident Commander to communicate critical information to the EOC Director in a timely manner.

8.4 FIELD/EOC COORDINATION WITH DEPARTMENT OPERATIONS CENTERS

If a department (Police, CCCFPD, Public Works, etc.) within the City establishes a DOC to coordinate and support their departmental field activities, its location, time of establishment and staffing information will be communicated to the City EOC. All communications with the field units of that department will be directed to the DOC who will then relay situation and resource information to the EOC. DOCs act as an intermediate communications and coordination link between field units and the City EOC.

8.5 ICS FUNCTIONS

- A standardized management tool for meeting the demands of small or large emergency or nonemergency situations.
- Represents "best practices" and has become the standard for emergency management across the country.
- May be used for planned events, natural disasters, and acts of terrorism.
- Is a key feature of the National Incident Management System (NIMS).

The ICS is a management system designed to enable effective and efficient domestic incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure,

designed to enable effective and efficient domestic incident management. A basic premise of ICS is that it is widely applicable. It is used to organize both near-term and long-term field-level operations for a broad spectrum of emergencies, from small to complex incidents, both natural and manmade. ICS is used by all levels of government—Federal, State, local, and tribal—as well as by many private sector and nongovernmental organizations.

ICS is also applicable across disciplines. It is normally structured to facilitate activities in five major functional areas: command, operations, planning, logistics, and finance and administration.

8.6 INCIDENT COMPLEXITY

“Incident complexity” is the combination of involved factors that affect the probability of control of an incident. Many factors determine the complexity of an incident, including, but not limited to, area involved, threat to life and property, political sensitivity, organizational complexity, jurisdictional boundaries, values at risk, weather, strategy and tactics, and agency policy. Incident complexity is considered when making incident management level, staffing, and safety decisions.

Various analysis tools have been developed to assist consideration of important factors involved in incident complexity. Listed below are the factors that may be considered in analyzing incident complexity:

- Impacts to life, property, and the economy
- Community and responder safety
- Potential hazardous materials
- Weather and other environmental influences
- Likelihood of cascading events
- Potential crime scene (including terrorism)
- Political sensitivity, external influences, and media relations
- Area involved, jurisdictional boundaries
- Availability of resources

8.7 ICS FEATURES

Standardization:

- Common Terminology: Using common terminology helps to define organizational functions, incident facilities, resource descriptions, and position titles.

Command:

- Establishment and Transfer of Command: The command function must be clearly established from the beginning of an incident. When command is transferred, the process must include a briefing that captures all essential information for

continuing safe and effective operations.

- **Chain of Command and Unity of Command:** Chain of command refers to the orderly line of authority within the ranks of the incident management organization. Unity of command means that every individual has a designated supervisor to whom he or she reports at the scene of the incident. These principles clarify reporting relationships and eliminate the confusion caused by multiple, conflicting directives. Incident managers at all levels must be able to control the actions of all personnel under their supervision.
- **Unified Command:** In incidents involving multiple jurisdictions, a single jurisdiction with multiagency involvement, or multiple jurisdictions with multiagency involvement, Unified Command allows agencies with different legal, geographic, and functional authorities and responsibilities to work together effectively without affecting individual agency authority, responsibility, or accountability.

Planning/Organizational Structure:

- **Management by Objectives:** Includes establishing overarching objectives; developing strategies based on incident objectives; developing and issuing assignments, plans, procedures, and protocols; establishing specific, measurable objectives for various incident management functional activities and directing efforts to attain them, in support of defined strategies; and documenting results to measure performance and facilitate corrective action.
- **Modular Organization:** The Incident Command organizational structure develops in a modular fashion that is based on the size and complexity of the incident, as well as the specifics of the hazard environment created by the incident.
- **Incident Action Planning:** Incident Action Plans (IAPs) provide a coherent means of communicating the overall incident objectives in the context of both operational and support activities.
- **Manageable Span of Control:** Span of control is key to effective and efficient incident management. Within ICS, the span of control of any individual with incident management supervisory responsibility should range from three to seven subordinates.

Facilities and Resources:

- **Incident Locations and Facilities:** Various types of operational support facilities are established in the vicinity of an incident to accomplish a variety of purposes. Typical designated facilities include Incident Command Posts, Bases, Camps, Staging Areas, Mass Casualty Triage Areas, and others as required.
- **Comprehensive Resource Management:** Maintaining an accurate and up-to-date

picture of resource utilization is a critical component of incident management. Resources are defined as personnel, teams, equipment, supplies, and facilities available or potentially available for assignment or allocation in support of incident management and emergency response activities.

- Communications/Information Management
 - Integrated Communications: Incident communications are facilitated through the development and use of a common communications plan and interoperable communications processes and architectures.
 - Information and Intelligence Management: The incident management organization must establish a process for gathering, analyzing, sharing, and managing incident-related information and intelligence.

Professionalism:

- Accountability: Effective accountability at all jurisdictional levels and within individual functional areas during incident operations is essential. To that end, the following principles must be adhered to:
 - Check-In: All responders, regardless of agency affiliation, must report in to receive an assignment in accordance with the procedures established by the Incident Commander.
 - Incident Action Plan: Response operations must be directed and coordinated as outlined in the IAP.
 - Unity of Command: Each individual involved in incident operations will be assigned to only one supervisor.
 - Personal Responsibility: All responders are expected to use good judgment and be accountable for their actions.
 - Span of Control: Supervisors must be able to adequately supervise and control their subordinates, as well as communicate with and manage all resources under their supervision.
 - Resource Tracking: Supervisors must record and report resource status changes as they occur.
- Dispatch/Deployment: Personnel and equipment should respond only when requested or when dispatched by an appropriate authority.

8.8 MODULAR ORGANIZATION

Standardization of the ICS organizational chart and associated terms does not limit the flexibility of the system. A key principle of ICS is its flexibility. The ICS organization may be expanded easily from a very small size for routine operations to a larger organization capable of handling catastrophic events.

When an ICS position is not staffed, the responsibility for the tasks associated with that position are assumed by the supervisor over that position. (i.e. if the Finance/Administration position is not filled, the Incident Commander is responsible for all tasks associated with the Finance/Administration position.)

8.9 POSITION TITLES

At each level within the ICS organization, individuals with primary responsibility positions have distinct titles. Titles provide a common standard for all users.

The use of distinct titles for ICS positions allows for filling ICS positions with the most qualified individuals rather than by seniority. Standardized position titles are useful when requesting qualified personnel. For example, in deploying personnel, it is important to know if the positions needed are Unit Leaders, clerks, etc.

Listed below are the standard ICS titles:

Table 8.1: Incident Command System Titles

Organizational Level	Title	Support Position
Incident Command/ EOC Director	Incident Commander/ EOC Director	Deputy
Command/Management Staff	Officer	Assistant
General Staff (Section)	Chief	Deputy
Branch	Director	Deputy
Division/Group	Supervisor	N/A
Unit	Leader	Manager
Strike Team/Task Force	Leader	Single Resource Boss

Figure 8.1: Basic ICS Organization for the City of Antioch

(Incident Command Post or limited EOC Activation)

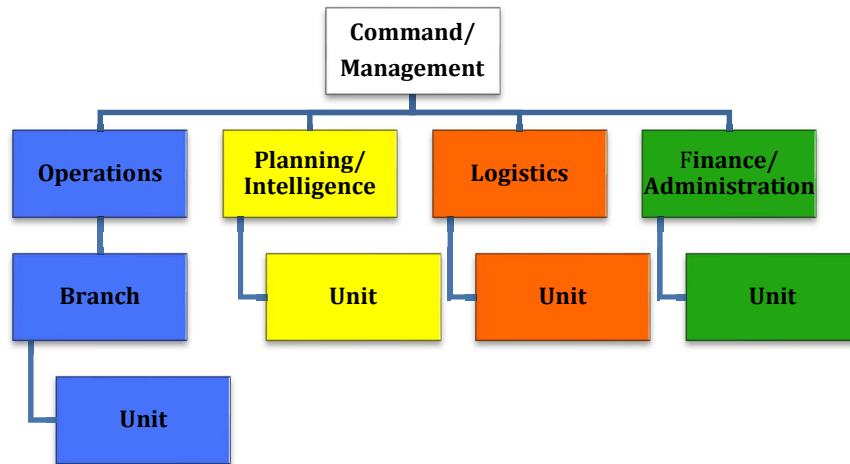
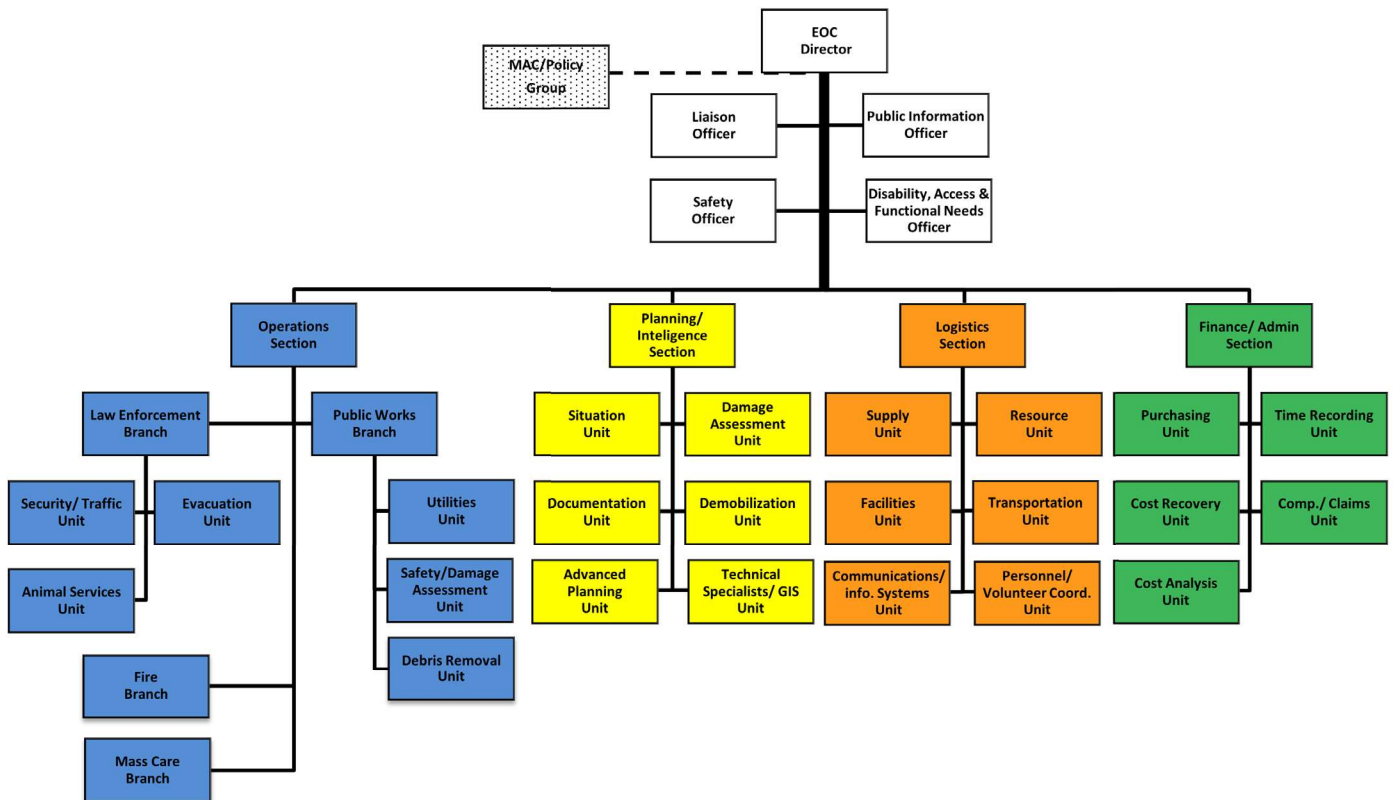


Figure 8.2: Expanded ICS Organization for the City of Antioch
(Full EOC Activation)



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9.0 NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

Homeland Security Presidential Directive (HSPD)-5 called for a single, comprehensive system to enhance the ability of the United States to manage domestic incidents. The National Incident Management System (NIMS) was created to provide a consistent nationwide template to enable all levels of government, the private sector, and non-governmental organizations (NGOs) to work together during an incident.

Integrating these NIMS principles into all phases of an incident and throughout all levels of government ensures that all stakeholders have a common set of principles from which to operate during an incident.

NIMS is foundationally based on SEMS and ICS, which reflect standardized best practices in incident and emergency management techniques and principles that have been applied effectively for many years. Therefore, the techniques and principles of SEMS and ICS are incorporated into NIMS, making them NIMS compliant.

9.1 NIMS COMPONENTS

Three major components make up the NIMS Framework: Resource Management, Command and Coordination, and Communications and Information Management.

<https://training.fema.gov/is/crslist.aspx?all=true> - IS-700.B: An Introduction to the National Incident Management System & IS-800.D: National Response Framework, An Introduction.

Resource Management

Resource Management describes standard mechanisms to systematically manage resources, including personnel, equipment, supplies, teams, and facilities, both before and during incidents in order to allow organizations to more effectively share resources when needed.

<https://training.fema.gov/is/crslist.aspx?all=true> - IS-703.B: National Incident Management System Resource Management

Command and Coordination

Command and Coordination describes leadership roles, processes, and recommended organizational structures for incident management at the operational and incident support levels and explains how these structures interact to manage incidents effectively and efficiently.

NIMS Command and Coordination is comprised of four key organizational structures:

The Incident Command System (ICS) – ICS is a standardized, all-hazard incident management concept. Its organizational structure allows its users to match the

complexities and demands of single or multiple incidents without being hindered by jurisdictional boundaries.

<https://training.fema.gov/is/crslist.aspx?all=true> - IS-100.C: Introduction to the Incident Command System, ICS 100

Emergency Operations Center (EOC): The purpose, authorities, and composition of EOCs vary widely, but EOCs generally perform the following primary functions:

- Collecting, analyzing and sharing information.
- Supporting resource needs and requests, including allocation and tracking.
- Coordinating plans and determining current and future needs.
- In some cases, providing coordination and policy direction.

<https://training.fema.gov/is/crslist.aspx?all=true> - IS-2200: Basic Emergency Operations Center Functions

Multiagency Coordination Groups (MAC Group) - Are part of the off-site incident management structure of NIMS. MAC Groups are also sometimes referred to as Policy Groups. MAC Group members are typically agency administrators, executives or their designees from stakeholder agencies or organizations impacted by and with resources committed to the incident. The MAC Group may also include representatives from non-governmental organizations such as businesses and volunteer organizations.

During incidents, MAC Groups:

- Act as a policy-level body.
- Support resource prioritization and allocation.
- Make cooperative multi-agency decisions.
- Enable decision making among elected and appointed officials and the Incident Commander responsible for managing the incident.

<https://training.fema.gov/is/crslist.aspx?all=true> - IS-908: Emergency Management for Senior Officials

The Joint Information System (JIS) - Integrates incident information and public affairs into a unified organization that provides consistent, coordinated, accurate, accessible, timely and complete information to the public and stakeholders during incident operations.

JIS operates across and supports the other NIMS Management and Coordination structures: ICS, EOC and MAC Group.

JIS activities include:

- Developing and delivering coordinated interagency messages.
- Developing, recommending, and executing public information plans and strategies.
- Advise on public affairs issues that could affect the incident management effort.
- Addressing and managing rumors and inaccurate information that could undermine public confidence.

The JIS performs these activities in support of the Incident Commander or Unified Command, the EOC Director, and the MAC Group.

<https://training.fema.gov/is/crslist.aspx?all=true> - IS-29.A: Public Information Officer Awareness

Communications and Information Management

Communications and Information Management describes systems and methods that help to ensure that incident personnel and other decision makers have the means and information they need to make and communicate decisions.

The NIMS identifies the requirement for a standardized framework for communications, information management (collection, analysis, and dissemination), and information sharing at all levels of incident management. These elements are briefly described as follows:

Incident Management Communications – Incident management organizations must ensure that effective, interoperable communications processes, procedures, and systems exist to support a wide variety of incident management activities across agencies and jurisdictions.

Information Management – Information management processes, procedures, and systems help ensure that information, including communications and data, flows efficiently through a commonly accepted architecture supporting numerous agencies and jurisdictions responsible for managing or directing domestic incidents, those impacted by the incident, and those contributing resources to the incident management effort. Effective information management enhances incident management and response and helps insure that crisis decision-making is better informed.

Supporting Technologies

Technology and technological systems provide supporting capabilities essential to implementing and continuously refining the NIMS. These include voice and data communications systems, information management systems (i.e., record keeping and resource tracking), and data display systems. Also included are specialized technologies that facilitate ongoing operations and incident management activities in situations that call for unique technology-based capabilities.

NIMS Compliance

The State of California's NIMS Advisory Committee issued "California Implementation Guidelines for the National Incident Management System" to assist State agencies, local governments, tribes and special districts to incorporate NIMS into already existing programs, plans, training and exercises. The County is following this document to ensure NIMS compliance.

Additional information on the National Incident Management System, including training, credentialing and compliance requirements can be found on the FEMA NIMS web site at <http://www.fema.gov/nims/>. A complete copy of the NIMS manual in Adobe PDF format is available from the FEMA NIMS web site and is also located in the electronic version of this plan.

As NIMS standards and practices are further defined and refined, this emergency plan will be updated to incorporate them as required. The Cal OES maintains current SEMS/NIMS Integration guidance. For updates reference the Cal OES website at: <https://www.caloes.ca.gov/cal-oes-divisions/california-specialized-training-institute/training-exercise-programs/emergency-management-training-program>

9.2 NATIONAL RESPONSE FRAMEWORK (NRF)

NIMS works hand in hand with the National Response Framework (NRF). NIMS provides the template for the management of incidents, while the NRF provides the structure and mechanisms for national-level policy for incident management.

The National Response Framework is a guide to how the Nation conducts all-hazards response. It is built upon scalable, flexible, and adaptable coordinating structures to align key roles and responsibilities across the Nation. It describes specific authorities and best practices for managing incidents of all size, scale, or scope. The NRF is intended to strengthen, organize, and coordinate response actions across all levels. The doctrine of tiered response emphasizes that response to incidents should be handled at the lowest jurisdictional level capable of handling the work.

Preparedness is essential for effective response. The NRF identifies the six essential activities for responding to an incident:

- Planning
- Organizing
- Training
- Equipping
- Exercising
- Evaluating and Taking Corrective Action

Figure 9.1: Preparedness Cycle



Planning

Planning makes it possible to manage incidents, determine capability requirements, and identify roles. It includes the collection and analysis of intelligence and information, as well as the development of policies, plans, procedures, mutual aid and assistance agreements, and strategies to perform missions and tasks. Governments at all levels

have a responsibility to develop detailed, robust, all-hazards response plans. These plans should have clearly defined leadership roles and responsibilities. They should be integrated, operational, and incorporate the whole community.

Organizing

Organizing to execute response activities includes developing an overall organizational structure, strengthening leadership at each level, and assembling well-qualified teams of paid and volunteer staff for essential response and recovery tasks. The National Incident Management System (NIMS) provides standard command and management structures that apply to response. This common system enables responders from different jurisdictions and disciplines to work together to respond to incidents.

Governments at all levels should organize to support effective response and use the NIMS resource management principles as follows to enhance response capabilities.

Individual Resources. Resources are organized by category, kind, size, capacity, skill, and other characteristics. This organization makes resource management more efficient and ensures that similar resources from different agencies are organized according to standard principles.

Emergency Support Functions. The Federal Government and many State governments organize much of their resources and capabilities under 15 Emergency Support Functions (ESFs). ESFs align categories of resources and provide strategic objectives for their use. ESFs utilize standardized resource management concepts such as typing, inventorying, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident. ESF coordinators and primary agencies are identified on the basis of authorities and resources. Support agencies are assigned based on the availability of resources in a given functional area. ESFs provide the greatest possible access to Federal department and agency resources regardless of which organization has those resources. **(Table 9.1: Federal Emergency Support Functions and Table 9.2: California Emergency Support Functions).**

Pre-Scripted Mission Assignments. The Federal Government uses pre-scripted mission assignments to assist in planning and to reduce the time it takes to deploy response resources. Pre-scripted mission assignments identify resources or capabilities of government organizations that are commonly called upon during response to an incident. Pre-scripted mission assignments allow primary and supporting ESF agencies to organize resources that can be tailored to develop, train, and exercise rosters of deployable response personnel.

Advanced Readiness Contracting. While the Federal Government has tremendous resources on hand to support local governments, certain resources are more efficiently deployed when procured from the private sector. Advanced readiness contracting

ensures that contracts are in place before an incident for commonly needed commodities and services.

Pre-Positioned Resources. The Federal Government pre-positions resources close to those localities most at risk for particular types of events.

Training

Building essential response capabilities nationwide requires a systematic program to train individual teams and organizations – to include governmental, nongovernmental, private-sector, and voluntary organizations – to meet a common baseline of performance and certification standards. Professionalism and experience are the foundation upon which successful response is built. Rigorous, ongoing training is thus imperative.

Equipping

Jurisdictions at all levels need to establish a common understanding of the capabilities of distinct types of response resources. This facilitates planning before an incident, as well as rapid scaling and flexibility in meeting the needs of an incident. A critical component of preparedness is the acquisition of equipment that will perform to established standards, including the capability to be interoperable with equipment used by other jurisdictions and/or participating organizations.

Exercising

Exercises provide opportunities to test plans and improve proficiency in a risk-free environment. Exercises assess and validate proficiency levels. They also clarify and familiarize personnel with roles and responsibilities. Well-designed exercises improve interagency coordination and communications, highlight capability gaps, and identify opportunities for improvement.

Evaluating and Taking Corrective Action

Evaluation and continual process improvement are cornerstones of effective preparedness. Upon concluding an exercise, jurisdictions should evaluate performance against relevant capability objectives, identify deficits, and institute improvement plans. Improvement planning should develop specific recommendations for changes in practice, timelines for implementation, and assignments for completion.

Table 9.1: Federal Emergency Support Functions

ESF #1 – Transportation

ESF Coordinator: Department of Transportation

Coordinates the support of management of transportation systems and infrastructure, the regulation of transportation, management of the Nation's airspace, and ensuring the safety and security of the national transportation system. Functions include but are not limited to the following:

- Transportation modes management and control;
- Transportation safety;
- Stabilization and reestablishment of transportation infrastructure;
- Movement restrictions; and
- Damage and impact assessment.

ESF #2 – Communications

ESF Coordinator: DHS/ Cybersecurity and Infrastructure Security Agency

Coordinates government and industry efforts for the reestablishment and provision of critical communications infrastructure and services, facilitates the stabilization of systems and applications from malicious activity (e.g., cyber), and coordinates communications support to response efforts (e.g., emergency communication services and emergency alerts and telecommunications). Functions include but are not limited to the following:

- Coordination with telecommunications and information technology industries;
- Coordination of the reestablishment and provision of critical communications infrastructure;
- Protection, reestablishment, and sustainment of national cyber and information technology resources;
- Oversight of communications within the federal response structures; and
- Facilitation of the stabilization of systems and applications from cyber events.

ESF #3 – Public Works and Engineering

ESF Coordinator: DOD/U.S. Army Corps of Engineers

Coordinates the capabilities and resources to facilitate the delivery of services, technical assistance, engineering expertise, construction management, and other support to prepare for, respond to, and recover from a disaster or an incident. Functions include but are not limited to the following:

- Infrastructure protection and emergency repair;
- Critical infrastructure reestablishment;
- Engineering services and construction management; and
- Emergency contracting support for life-saving and life-sustaining services.

ESF #4 – Firefighting

ESF Coordinator: USDA/U.S. Forest Service and DHS/FEMA/U.S. Fire Administration

Coordinates the support for the detection and suppression of fires. Functions include but are not limited to supporting wildland, rural, and urban firefighting operations.

ESF #5 – Information and Planning

ESF Coordinator: DHS/FEMA

Supports and facilitates multiagency planning and coordination for operations involving incidents requiring federal coordination. Functions include but are not limited to the following:

- Deliberate and crisis action planning; and
- Information collection, analysis, visualization and dissemination.

**ESF #6 – Mass Care, Emergency Assistance, Temporary Housing, and Human Services ESF
Coordinator: DHS/FEMA**

Coordinates the delivery of mass care and emergency assistance. Functions include but are not limited to the following:

- Mass care;
- Emergency assistance;
- Temporary housing; and
- Human services.

**ESF #7 – Logistics
ESF Coordinator: General Services Administration and DHS/FEMA**

Coordinates comprehensive incident resource planning, management, and sustainment capability to meet the needs of disaster survivors and responders. Functions include but are not limited to the following:

- Comprehensive national incident logistics planning, management, and sustainment capability; and
- Resource support (e.g., facility space, office equipment and supplies, and contracting services).

**ESF #8 – Public Health and Medical Services
ESF Coordinator: Department of Health and Human Services (HHS)**

Coordinates the mechanisms for assistance in response to an actual or potential public health and medical disaster or incident. Functions include but are not limited to the following:

- Public health;
- Medical surge support, including patient movement;
- Behavioral health services;
- Mass fatality management; and
- Veterinary, medical, and public health services.

**ESF #9 – Search and Rescue
ESF Coordinator: DHS/FEMA**

Coordinates the rapid deployment of search and rescue resources to provide specialized life-saving assistance. Functions include but are not limited to the following:

- Structural collapse (urban) search and rescue;
- Maritime/coastal/waterborne search and rescue; and
- Land search and rescue.

**ESF #10 – Oil and Hazardous Materials Response
ESF Coordinator: Environmental Protection Agency**

Coordinates support in response to an actual or potential discharge and/or release of oil or hazardous materials. Functions include but are not limited to the following:

- Environmental assessment of the nature and extent of oil and hazardous materials contamination; and
- Environmental decontamination and cleanup, including buildings/structures and management of contaminated waste.

ESF #11 – Agriculture and Natural Resources

ESF Coordinator: Department of Agriculture

Coordinates a variety of functions designed to protect the Nation's food supply, respond to pest and disease incidents impacting agriculture, and protect natural and cultural resources. Functions include but are not limited to the following:

- Nutrition assistance;
- Agricultural disease and pest response;
- Technical expertise, coordination, and support of animal and agricultural emergency management;
- Meat, poultry, and processed egg products safety and defense; and
- Natural and cultural resources and historic properties protection.

ESF #12 – Energy

ESF Coordinator: Department of Energy

Facilitates the reestablishment of damaged energy systems and components, and provides technical expertise during an incident involving radiological/nuclear materials. Functions include but are not limited to the following:

- Energy infrastructure assessment, repair, and reestablishment;
- Energy industry utilities coordination; and
- Energy forecast.

ESF #13 – Public Safety and Security

ESF Coordinator: Department of Justice/Bureau of Alcohol, Tobacco, Firearms, and Explosives

Coordinates the integration of public safety and security capabilities and resources to support the full range of incident management activities. Functions include but are not limited to the following:

- Facility and resource security;
- Security planning and technical resource assistance;
- Public safety and security support; and
- Support to access, traffic, and crowd control.

ESF #14 – Cross-Sector Business and Infrastructure

ESF Coordinator: DHS/Cybersecurity and Infrastructure Security Agency

Coordinates cross-sector operations with infrastructure owners and operators, businesses, and their government partners, with particular focus on actions taken by businesses and infrastructure owners and operators in one sector to assist other sectors to better prevent or mitigate cascading failures between them. Focuses particularly on those sectors not currently aligned to other ESFs (e.g., the Financial Services Sector). Functions include but are not limited to the following:

- Assessment, analysis, and situational awareness of cross-sector challenges; and
- Facilitates operational coordination with critical infrastructure sectors.

ESF #15 – External Affairs

ESF Coordinator: DHS

Coordinates the release of accurate, coordinated, timely, and accessible public information to affected audiences, including the government, media, NGOs, and the private sector. Works closely with state and local officials to ensure outreach to the whole community. Functions include but are not limited to the following:

- Public affairs and the Joint Information Center;
- Intergovernmental (local, state, tribal, territorial, nongovernmental, and private sector) affairs; and
- Congressional affairs.

Table 9.2: California Emergency Support Functions

CA-ESF Title	Definition	Lead Agency	Federal ESF
ESF 1 Transportation	Assists in the management of transportation systems and infrastructure during domestic threats or in response to incidents.	California Transportation Agency	ESF #1 – Transportation
ESF 2 Communications	Provide resources, support, and restoration of government emergency telecommunications, including voice and data.	California Governor's Office of Emergency Services	ESF #2 – Communications
ESF 3 Construction and Engineering	Organizes the capabilities and resources of the State government to facilitate the delivery of services, technical assistance, engineering expertise, construction management, and other support to local jurisdictions.	California Government Operations Agency	ESF #3 – Public Works and Engineering
ESF 4 Fire and Rescue	Monitors the status of fire mutual aid activities. Coordinates support activities related to the detection and suppression of urban, rural, and wildland fires and emergency incident scene rescue activities and provide personnel, equipment, and supplies to support local jurisdictions.	California Governor's Office of Emergency Services	ESF #4 – Firefighting
ESF 5 Management	Coordinates and resolves issues among the CA-ESFs in the four phases of emergency management to ensure consistency in the development and maintenance of the SEP annexes. During emergencies, serves in an advisory capacity to the EOC Director.	California Governor's Office of Emergency Services	ESF #5 – Emergency Management

ESF 6 Care and Shelter	Coordinates actions to assist responsible jurisdictions to meet the needs of victims displaced during an incident including food assistance, clothing, non-medical care and sheltering, family reunification, and victim recovery.	California Health and Human Services Agency	ESF #6 – Mass Care, Emergency Assistance, Housing and Human Services
ESF 7 Resources	Coordinates plans and activities to locate, procure, and pre-position resources to support emergency operations.	California Government Operations Agency	ESF #7 – Logistics Management and Resource Support
ESF 8 Public Health and Medical	Coordinates Public Health, Environmental Health, and Emergency Medical Services activities statewide in support of local jurisdiction resource needs for preparedness, response, recovery, and mitigation from emergencies and disasters.	California Health and Human Services Agency	ESF #8 – Public Health and Medical Services
ESF 9 Search and Rescue	This Emergency Support Function was merged into CA-ESF 4 Fire and Rescue for Urban Search and Rescue requests and CA-ESF 13 Law Enforcement for Wilderness Search and Rescue.	California Governor's Office of Emergency Services	ESF #9 – Search and Rescue
ESF 10 Hazardous Materials	Coordinates State resources and supports the responsible jurisdictions to prepare for, prevent, minimize, assess, mitigate, respond to, and recover from a threat to the public or environment by actual or potential hazardous materials releases, including oil spills.	California Environmental Protection Agency	ESF #10 – Oil and Hazardous Materials Response
ESF 11 Food and Agriculture	Supports the responsible jurisdiction and coordinates activities during and immediately following a disaster, impacting the agriculture and food industry, and supports the recovery of impacted industries and resources post disaster.	California Department of Food and Agriculture	ESF #11 – Agriculture and Natural Resources
ESF 12 Utilities	Provide resources and support to responsible jurisdictions and in partnership with the private sector to restore gas, electric, water, wastewater and telecommunications.	California Natural Resources Agency	ESF #12 – Energy
ESF 13 Law Enforcement	Coordinates State law enforcement personnel and equipment to support responsible law enforcement agencies, coroner activities, Wilderness Search and Rescue, and public safety in accordance with Law Enforcement and Coroner's Mutual Aid Plans.	California Governor's Office of Emergency Services	ESF #13 – Public Safety and Security

ESF 14 Recovery	Supports and enables economic recovery of communities and California from the long-term consequences of extraordinary emergencies and disasters.	California Governor's Office of Emergency Services	ESF #14 – Long-Term Community Recovery
ESF 15 Public Information	Supports the accurate, coordinated, timely, and accessible information to affected audiences, including governments, media, the private sector, and the local populace, including the special needs population.	California Governor's Office of Emergency Services	ESF #15 – External Affairs
ESF 16 Evacuation	This Emergency Support Function was merged into CA-ESF 13 Law Enforcement in August 2013.	N/A	N/A
ESF 17 Volunteer and Donations Management	Supports responsible jurisdictions in ensuring the most efficient and effective use of affiliated and unaffiliated volunteers and organizations and monetary and in-kind donated resources to support incidents requiring a State response.	California Volunteers	N/A
ESF 18 Cybersecurity	Coordinates resources to prepare, mitigate, respond to, and recover from a significant cybersecurity event.	California Governor's Office of Emergency Services	N/A

10.0 MUTUAL AID

The foundation of California's emergency planning and response is a statewide mutual aid system that is structured to provide adequate resources, facilities, and other support to jurisdictions whenever their own resources prove to be inadequate to cope with a given situation(s). The basis for the system is the California Disaster and Civil Defense Master Mutual Aid Agreement, as provided for in the California Emergency Services Act. This Agreement was developed in 1950 and has been adopted by the State, all 58 counties, and most incorporated cities in the State of California. The Master Mutual Aid Agreement creates a formal structure wherein each jurisdiction retains control of its own facilities, personnel and resources, but may also receive or render assistance to other jurisdictions within the State. State government is obligated to provide available resources to assist local jurisdictions in emergencies. It is the responsibility of the local jurisdiction to negotiate, coordinate, and prepare mutual aid agreements.

Mutual aid agreements exist in:

- Law Enforcement /Coroners
- Fire Services
- Medical
- Public Health
- Emergency Management
- Hazardous Materials
- Public Utilities
- Engineers

10.1 STATEWIDE MUTUAL AID SYSTEM

A statewide mutual aid system, operating within the framework of the Master Mutual Aid Agreement, allows for the progressive mobilization of resources to and from local governments, operational areas, regions, and State to provide requesting agencies with adequate resources. The general flow of mutual aid resource requests and resources within mutual aid systems are depicted in the diagram in **Figure 10.1: Mutual Aid System Flow Chart**.

The system includes several discipline-specific mutual aid agreements, such as fire and rescue, law, medical, building and safety, coroners, emergency managers (EMMA) and public works. These systems are consistent with SEMS and NIMS at all levels.

In addition to the mutual aid agreements that are in place within the state of California, the Governor signed the Emergency Management Assistance Compact (EMAC) that allows the State of California to participate with the other states in a nationwide mutual aid system. Interstate mutual aid may be obtained through direct state-to-state contacts,

pursuant to interstate agreements and compacts, or may be coordinated through federal agencies (www.emacweb.org).

10.2 MUTUAL AID REGIONS

Mutual aid regions I-VI were established in California under the Emergency Services Act and each contains designated counties. Contra Costa County is in Mutual Aid Region II, which is in the Cal OES Coastal Administrative Region. **Figures 3.3 and 3.4** depict the State mutual aid and administration regions, respectively.

10.3 MUTUAL AID COORDINATORS

To facilitate mutual aid, discipline-specific mutual aid systems work through designated mutual aid coordinators at the operational area, regional and State levels. The basic role of a mutual aid coordinator is to receive mutual aid requests, coordinate the provision of resources from within the coordinator's geographic area of responsibility, and pass on unfilled requests to the next level.

Mutual aid requests that do not fall into one of the discipline-specific mutual aid systems are handled through the Emergency Management Mutual Aid (EMMA) system by emergency management staff at the local government, operational area, regional and State levels. In the Operational Area, this would be coordinated through the Contra Costa County Office of Emergency Services. The flow of resource requests and information among mutual aid coordinators is illustrated in Figures 10.1: Mutual Aid System Flow Chart and Figure 10.2: Mutual Aid Coordinators Flow Chart. The discipline-specific mutual aid is coordinated through the Coastal Regional Mutual Aid Coordinators for the specific discipline as illustrated in Figure 10.5: Coastal Region Operational Area Mutual Aid Coordinator Map.

Mutual aid system coordinators at an EOC may be located in various functional elements (sections, branches, groups or units) or serve as an agency representative, depending on how the EOC is organized, and the extent to which it is activated.

10.4 VOLUNTEER, NON-GOVERNMENTAL, AND PRIVATE ORGANIZATIONS

Volunteer, non-governmental, and private organizations may participate in the mutual aid system along with governmental agencies. For example, the disaster medical mutual aid system relies heavily on private sector involvement for medical/health resources. The County's emergency preparedness partnerships, including volunteer agencies such as the American Red Cross, Sheriff's Office volunteer programs, community, and faith-based organizations and others are an essential element of Local, State, and National emergency response to meet the needs of disaster victims. Volunteer and non-governmental organizations mobilize volunteers and other resources

through their own systems. They also may identify resource needs that are not met within their own systems that would be requested through the mutual aid system. Volunteer and non-governmental organizations with extensive involvement in the emergency response should be represented in OA EOC or the City EOC if the agency is only assigned to work with the City. For County wide incidents, the OA EOC will be the lead and coordinate all volunteer, non-governmental, or private organizational assistance.

Some private agencies have established mutual aid arrangements to assist other private agencies and government within their functional area. For example, electric and gas utilities have mutual aid agreements within their industry and established procedures for coordinating with governmental EOCs. In some functional areas, services are provided by a mix of special district, municipal, and private agencies. Mutual aid arrangements may include both governmental and private agencies.

The City of Antioch coordinates and maintains two Pre-Registered DSW Volunteer Classification programs: Volunteers In Police Service (VIPS), and Animal Services Volunteers.

- The Volunteers In Police Service (VIPS), program is comprised of adult volunteers who assist with the many administrative duties and non-enforcement related patrol functions. Members perform vacation house checks, school and park patrol, traffic control, special events, abandoned auto abatement, radar trailer placement, illegal sign abatement, handicapped parking enforcement and present crime prevention programs. These local citizens are provided distinctive uniforms and patrol vehicles. They act as additional “eyes and ears” for the Police Department.
- Ready to assist in any emergency, under various types of conditions, the Search and Rescue (SAR) Team is a highly trained group of volunteers. Because the county is diverse in terrain, members have the skills and knowledge to rescue persons in the white water of the local rivers, off the cliffs and mountains and in the back country of several National Forests. Parts of the Search and Rescue Team are also trained in Dive Rescue and Cliff Rescue. Many of the situations encountered by Search and Rescue require personnel to have a strong emergency, medical and technical background. Search and Rescue members respond quickly to emergencies, epitomizing the meaning of team work.
- Radio Amateur Civil Emergency Service (RACES) members provide emergency communications during significant emergencies and/or a major communications outage through the installation, operation and maintenance of various communications systems and perform related services to assist officials and individuals in the protection of life and property.

Liaisons should be established between activated EOCs and private agencies involved in a response. Where there is a need for extensive coordination and information

exchange, private agencies should be represented in activated EOCs at the appropriate SEMS level.

10.5 SAFETY ASSESSMENT PROGRAM (SAP)

The Safety Assessment Program (SAP) utilizes volunteers and mutual aid resources to provide professional engineers and architects and certified building inspectors to assist local governments in safety evaluation of their built environment in the aftermath of a disaster. The program is managed by Cal OES, with cooperation from professional organizations. SAP produces two resources: SAP Evaluators, described above, and SAP Coordinators, which are local government representatives that coordinate the program. Cal OES issues registration ID cards to all SAP Evaluators that have successfully completed the program requirements. Training for this program is now eligible for Homeland Security Grant Program funding.

Certified building inspectors, licensed engineers and architects who are part of the SAP are divided into two resource pools:

- Volunteers.
- Public Resources.
 - Local government employees.
 - State government employees.

All SAP participants must be activated by Cal OES through the State Operations Center (SOC). Requests for SAP mutual aid must be made through the Coastal Region or State Operating Center.

10.6 EMERGENCY FACILITIES USED FOR MUTUAL AID

Incoming mutual aid resources may be received and processed at several types of facilities including: marshaling areas, mobilization centers, and incident facilities. Each type of facility is described briefly below.

Marshaling Area

Defined in the National Response Framework as an area used for the complete assemblage of personnel and other resources prior to their being sent directly to the disaster affected area. Marshaling areas may be established in other states for a catastrophic California earthquake.

Mobilization Center

Off-incident location at which emergency or disaster service personnel and equipment are temporarily located pending assignment, release, or reassignment. For major area-wide disasters, mobilization centers may be located in or on the periphery of the disaster area.

Incident Facilities/Staging Areas

Incoming resources may be sent to staging areas, other incident facilities or directly to an incident, depending on the circumstances. Staging areas are temporary locations at an incident where personnel and equipment are kept while awaiting tactical assignments.

10.7 POLICIES AND PROCEDURES

- Mutual aid resources will be provided and utilized in accordance with the California Master Mutual Aid Agreement.
- During a proclaimed emergency/disaster, inter-jurisdictional mutual aid will be coordinated at the county, operational area or mutual aid regional level.
- Make sure a communications plan is in place for response activities.
- Because different radio frequencies are in use among most agencies, local agencies should provide incoming mutual aid forces with portable radios having local frequencies.
- Law and Fire Mutual aid requests will be made through established regional reporting systems (**See Figure 10.5: Coastal Region Operational Area Mutual Aid Coordinator Map**).
- The Contra Costa County will make all non-law and non-fire mutual aid requests via the Coastal Region II mutual aid systems or the State Operations Center (SOC). Requests should specify, at a minimum:
 - Number and type of personnel needed.
 - Type and amount of equipment needed.
 - Reporting time and location.
 - To whom resources should report.
 - Access routes.
 - Estimated duration of operations.
 - Risks and hazards.

10.9 AUTHORITIES AND REFERENCES

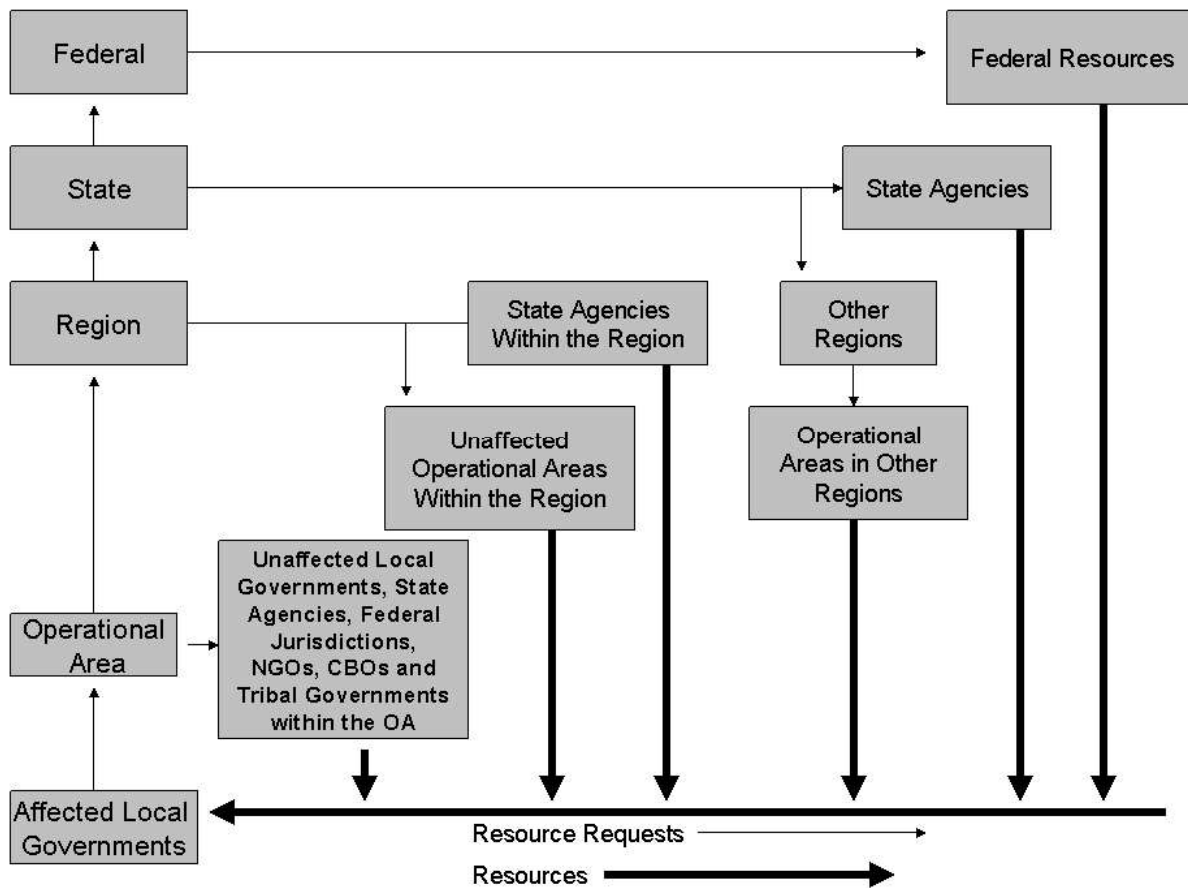
Mutual aid assistance may be provided under one or more of the following authorities:

- State of California Emergency Managers Mutual Aid Plan.
- California Fire and Rescue Emergency Plan.
- California Fire Assistance Agreement.
- California Law Enforcement Mutual Aid Plan.
- California Law Enforcement Guide for Emergency Operations.
- California Master Mutual Aid Agreement.
- Emergency Management Assistance Compact.
- Robert T. Stafford Disaster Relief and Emergency Assistance Act, (Public Law 93-288, as amended: provides federal support to state and local disaster activities).
- Emergency Management Mutual Aid, Cal OES, November 2012.

Figure 10.1: Mutual Aid System Concept: General Flow of Requests and Resources



Flow of Requests and Resources



OA- Operational Area
NGO-Non-Governmental Organization
CBO-Community Based Organization

Notes: Local governments may request mutual aid directly from other local governments where local agreements exist.

Figure 10.2: Mutual Aid Coordinators Flow Chart Discipline Specific Mutual Aid Systems

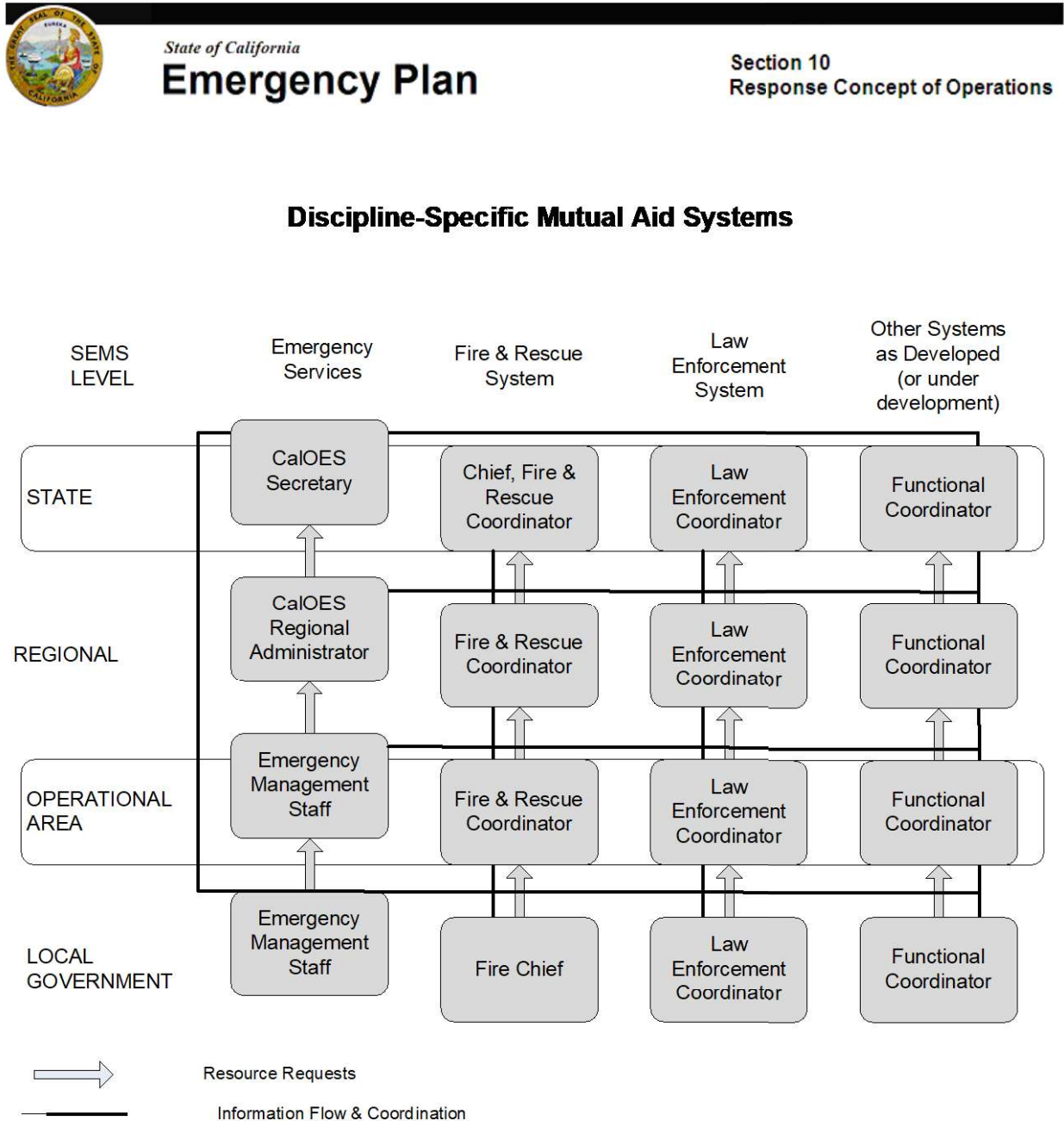


Figure 10.3: State Cal OES Administrative Regions Map



Figure 10.4: State Mutual Aid Regions Map

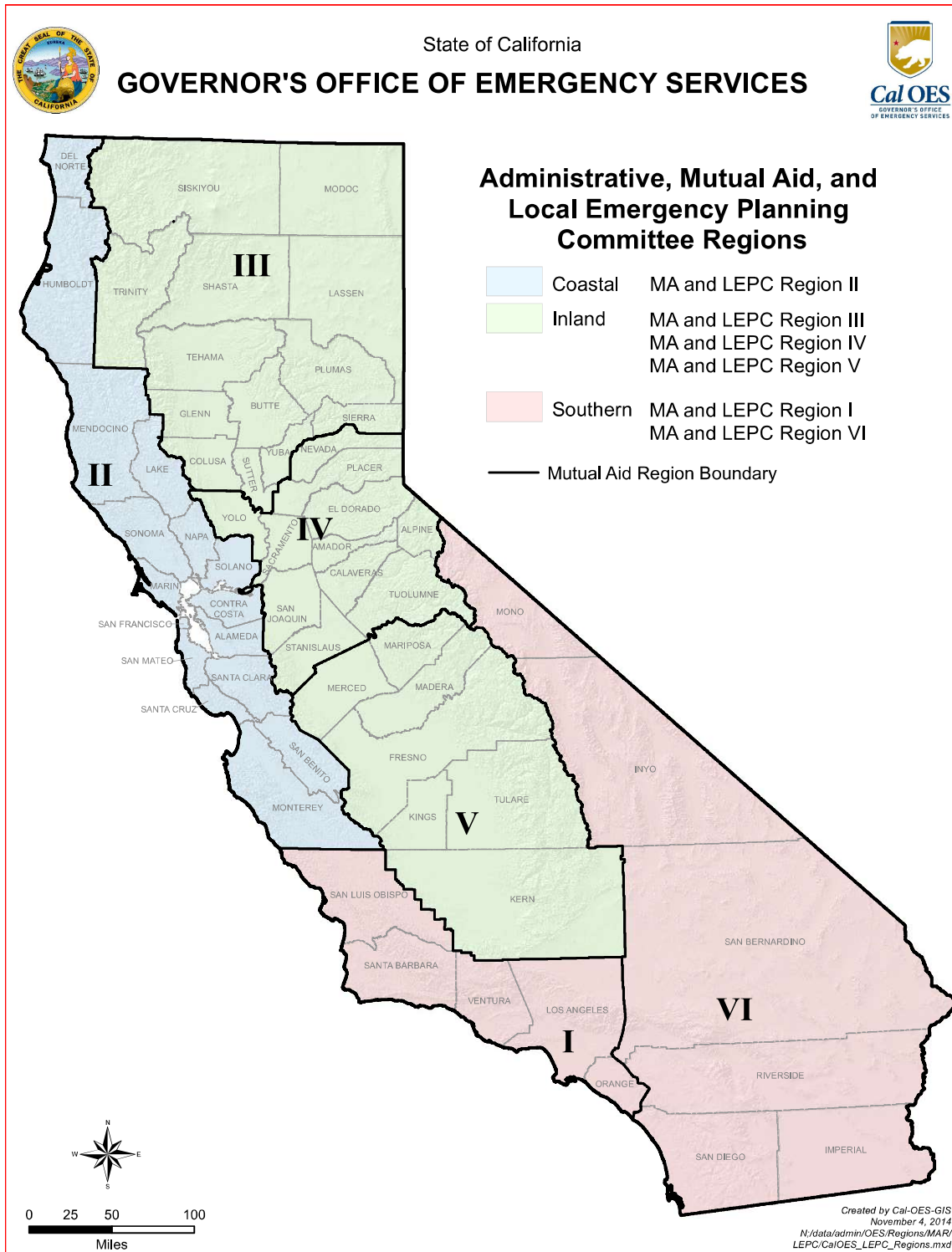
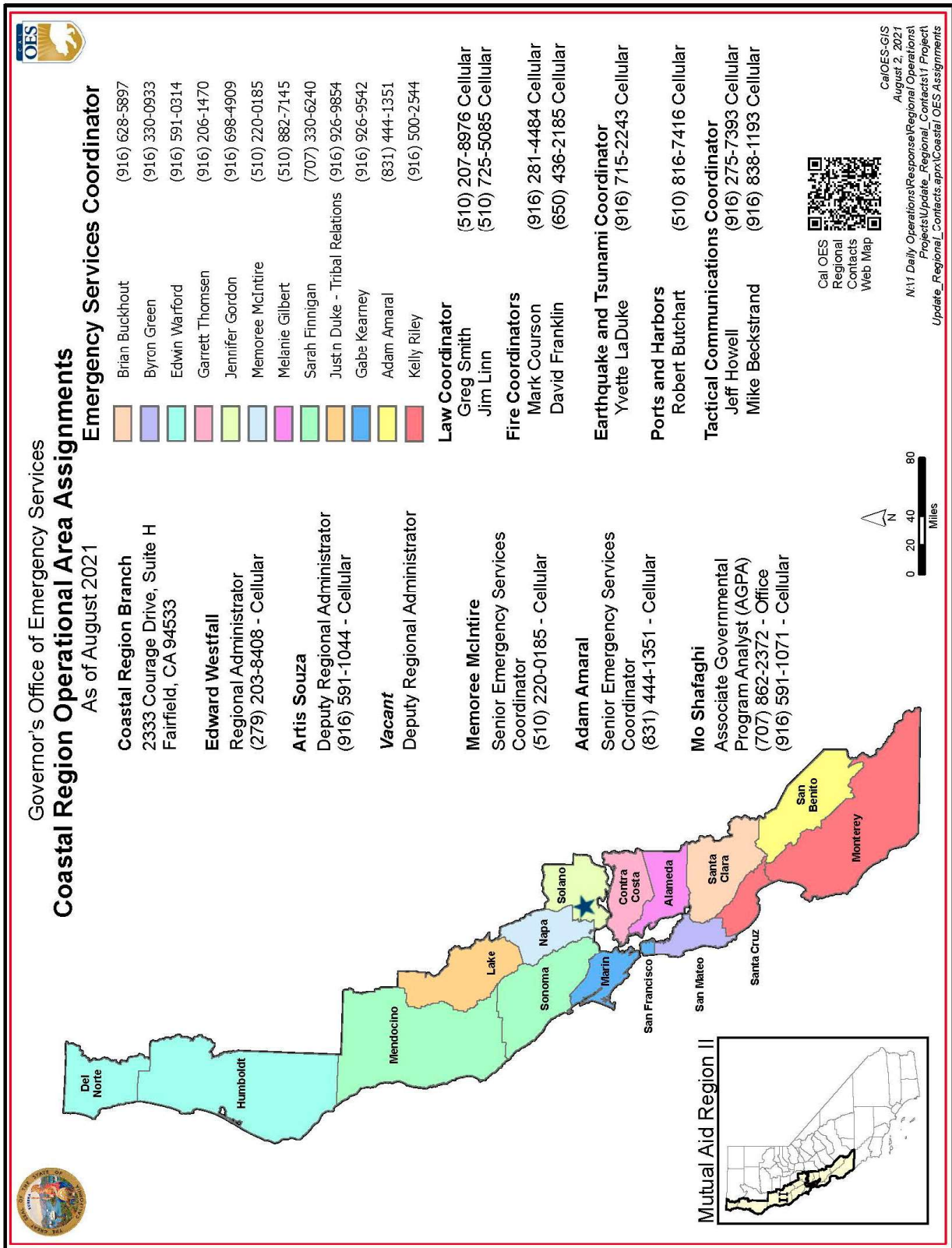


Figure 10.5: Coastal Region Operational Area Mutual Aid Coordinator Map



11.0 DISASTER RECOVERY

The recovery phase of an emergency or disaster is often defined as restoring a community to its pre-disaster condition. More realistically, recovery is the process of re-establishing a state of normalcy in the affected communities. The location, type, magnitude and effects of the incident will determine the specific approach to recovery operations following a disaster.

Immediately after the onset of an emergency or disaster, the Advanced Planning Unit within the Planning/Intelligence Section, with the support and coordination of the Finance/Administration Section, will begin the initial recovery planning.

As the incident progresses and begins to shift from the response phase to the actual recovery phase, the Director of Emergency Services will determine the appropriateness of establishing a separate section from the EOC to focus on recovery operations. The Director of Emergency Services and the Management Section within the EOC will determine which units should be activated for the recovery effort. The following Recovery functions may be established as the need arises and their primary responsibilities include:

- Planning/Intelligence Section
 - Land use and zoning for redevelopment of damaged areas
 - Environmental assessment
 - Housing programs and assistance
- Public Works Branch
 - Building and safety inspections
 - Demolition and debris removal
 - Restoration of utility services
- Finance/Administration Section
 - Accounting and claims processing
 - Contracting for recovery service and supplies
 - Applications for disaster financial assistance
 - Liaison with assistance providers

Staffing for these units will be provided from other Sections within the EOC. In most incidents, pre-existing positions within other Sections, Branches, and Units will simply transition into these positions as the incident progresses from the response phase to the recovery phase.

11.1 RECOVERY COMPONENTS

Transition to Recovery

While the immediate lifesaving activities are occurring, emergency managers are simultaneously assessing how soon the response phase can transition to recovery. Critical response phase operations will gradually shift to assisting individuals, households, businesses and governments in meeting basic needs and returning to self-sufficiency.

Short Term Recovery

Short-term recovery operations begin during or shortly after the response operations. Although referred to as “short-term” recovery, these activities may last for weeks. Short-term recovery includes actions required to:

- Stabilize the situation.
- Rapidly remove debris and cleanup.
- Restore essential services.
- Implement critical infrastructure recovery plans to maintain operations during emergencies and the recovery phase.
- Commence the planning for the restoration of the community, including economic functions.

Long Term Recovery

Long-term recovery continues the short-term recovery actions but focuses on community restoration. Long-term recovery may continue for a number of months or years depending on the severity and extent of the damage sustained. These activities include those necessary to restore a community to a state of normalcy, given the inevitable changes that result from a major disaster. Long-term recovery activities require significant planning to maximize opportunities and mitigate risks after a major incident and may include the following:

- Reconstruction of facilities, infrastructure and essential services necessary for restoration of all operations functions.
- Community planning including the development of long-term housing plans.
- Implementation of waivers, zoning changes and other land use legislation to promote recovery.
- Assistance to displaced families, which may include financial support as well as social and health services.
- Restoration of the local economic system.
- Integration of mitigation strategies into recovery efforts.
- Documentation of eligible disaster-related costs for reimbursement through federal grant programs.
- Complete after-action reporting and improvement plan reports.

Individuals and Households

Individuals and households will try to stabilize their circumstances by seeking adequate shelter, assessing damage to their property, resuming work and other regular activities, applying for federal assistance and obtaining insurance proceeds.

The Private Sector

The private sector engages in activities necessary to resume business operations, including assessing damage, implementing continuity of business plans, caring for employees, shifting operations to temporary facilities or other locations, applying for federal assistance and obtaining insurance proceeds. In coordination with Cal OES and local governments, businesses also may play a key role in donating goods and services for community recovery.

Non-Government Organizations

Non-Government Organizations (NGO's) and community-based organizations, such as the

American Red Cross and the Salvation Army, will provide support to individuals and households who are displaced by a disaster and work with governmental organizations to support the transition from care and shelter operations to interim housing arrangements. Community organizations active before a disaster may expand their services to meet increased needs. Such groups include churches, neighborhood health clinics and food distribution agencies. NGO and community based organizations may provide a range of services such as donations management, emergency food, clothing and shelter, as well as support of housing reconstruction. They provide these services independently or in coordination with federal, state and local efforts.

Local Governments Actions

The county organizes recovery operations according to established priorities and mechanisms for conducting business. The county may work with neighboring jurisdictions to share resources or address common problems. Regional entities may also play a role in setting priorities and obtaining resources for recovery within their respective areas of authority. The county may undertake the following actions to stimulate recovery:

- Conduct damage and safety assessment.
- Assess the housing situation, identify potential solutions and request support.
- Assess damage to public facilities and initiate temporary repairs.
- Assess damage to private property and issue permits for repairs and demolition.
- Remove debris.
- Open transportation routes.
- Restore services such as power, water, sewer and transportation.
- Activate Local Assistance Centers to assist individuals and households.

- Coordinate program assistance to individuals, businesses, farmers and ranchers.
- Document disaster-related costs for reimbursement through federal grant programs.
- Work with state and federal officials to assess damage, identify needs and secure financial assistance.
- Resume governmental functions.
- Begin planning for long-term community recovery.
- Enact appropriate zoning variances to accommodate business and commercial repairs.
- Assist with the identification of temporary housing and business space.

State Government Actions

When a State of Emergency is proclaimed in the impacted counties, Cal OES will lead California's recovery operations and coordinate assistance provided by other state agencies and the federal government. When federal assistance is required, Cal OES will work together with the FEMA and other federal agencies to ensure effective delivery of services.

Safety Assessment Program (SAP)

It is necessary to plan for increased assistance to building inspection by local government in order to rapidly assess facility safety following a disaster. Mutual aid and volunteer assistance through the Safety Assessment Program is part of this planning.

Safety assessment is the evaluation of facilities following a disaster to determine the condition of buildings and infrastructure for use and occupancy. These assessments are not intended to identify or quantify damage, but to categorize facilities as to their safety.

The Safety Assessment Program (SAP) utilizes volunteers and mutual aid resources to provide professional engineers and architects and certified building inspectors to assist local governments in safety evaluation of their built environment in the aftermath of a disaster. The program is managed by Cal OES, with cooperation from professional organizations. SAP produces two resources: SAP Evaluators, described above, and SAP Coordinators, which are local government representatives that coordinate the program. Cal OES issues registration ID cards to all SAP Evaluators that have successfully completed the program requirements. Training for this program is now eligible for Homeland Security Grant Program funding.

Certified building inspectors, licensed engineers and architects who are part of the SAP are divided into two resource pools:

- Volunteers
- Public Resources
 - Local government employees
 - State government employees

All SAP participants must be activated by Cal OES through the State Operations Center (SOC). Requests for SAP mutual aid must be made through the Contra Costa Operational Area or Coastal Region Emergency Operational Center (REOC).

State Coordinating Officer (SCO)

The Governor appoints a State Coordinating Officer (SCO) to coordinate the state's requests for federal assistance.

Federal Coordinating Officer (FCO)

In accordance with the Stafford Act, the President appoints a Federal Coordinating Officer (FCO) to manage federal operations and coordinate recovery programs.

SOC and REOC Operations

Initially, Cal OES coordinates recovery operations through the SOC and its REOC. The recovery organization will include functions added to the existing EOC organization.

Local Assistance Centers (LAC)

Cal OES often encourages local governments to establish Local Assistance Centers (LACs) in which services for disaster survivors can be centralized. LACs are staffed with representatives of local and state agencies and NGOs and provide a convenient "one-stop shop" for disaster survivors who can access recovery assistance and referrals to other programs and assistance that may not be represented. LACs may also host representatives of organizations that provide other services such as the U.S. Postal Service, utilities and property tax officials who can help survivors begin the process of recovery. Federal agencies may also provide representatives who can provide information regarding federal disaster assistance programs.

LACs are managed by the local government and are staffed by Private non-Profit (PNPs), local, state and federal government, as appropriate. In addition to assisting local governments with the establishment of LACs, Cal OES coordinates the participation of state agency personnel. Cal OES publishes "**A Guide for Establishing Local Assistance Centers**", June 2013.

FEMA Disaster Recovery Centers (DRC)

FEMA may establish Disaster Recovery Centers (DRCs) to centralize public outreach operations for federal agencies and their respective assistance programs and to supplement LAC operations. DRC's are managed by FEMA and are staffed by FEMA, Cal OES, Small Business Administration (SBA), and other federal, state and local agencies as appropriate. Cal OES, FEMA and the local jurisdiction(s) coordinate on the locations of LAC and DRC to best meet the needs of the communities affected by the

disaster. Establishment of a DRC is recommended for Presidential Declared disasters.

Transition to the Joint Field Office

As resources and conditions allow, Cal OES and FEMA establish the JFO to manage and coordinate recovery operations. In general, all Emergency Support Functions (ESFs) that support federal response and recovery efforts operate from the JFO once it is activated. Cal OES and other state agencies deploy staff to the JFO to ensure effective coordination with federal counterparts as part of the joint state/federal operation.

JFO Operations

State and federal officials will coordinate directly with other state agencies, other states and FEMA to provide recovery resources requested by local governments. Under the direction of the SCO, Cal OES will implement Stafford Act assistance programs with FEMA and coordinate the implementation of long-term recovery operations. Cal OES is responsible for:

- Requesting federal assistance.
- Setting priorities for federal assistance in conjunction with local government requirements.
- Ensuring effective implementation of assistance programs.
- Managing grants under the Public Assistance Program, and Coordinating with state agencies that have responsibility for managing grant programs.

Multiagency Coordination Groups

The JFO may establish a Multiagency Coordination (MAC) Group to facilitate coordination among various agencies, technical groups, private sector and NGO. The MAC will develop recommendations on criteria for prioritizing limited resources, the need for technical specialist groups and will provide these recommendations to the SOC and REOC Directors, FCO and SCO as appropriate.

State Agency Assistance

Other state agencies may provide support to local governments under their respective authorities, or under other federal programs. These state agencies coordinate their activities with Cal OES but may direct operations from their respective Department Operations Centers.

Long-Term Recovery Efforts

Cal OES will coordinate long-term recovery efforts within the state. Long-term recovery may include the implementation of Emergency Support Function (ESF) #14, Long-Term Community Recovery whereby federal agencies help affected communities identify

recovery needs and potential sources of recovery funding and provide long-term community recovery planning support, as appropriate.

11.2 PUBLIC ASSISTANCE PROGRAMS (PAP)

Public Assistance, oriented to public entities, can fund the repair, restoration, reconstruction, or replacement of a public facility or infrastructure, which is damaged or destroyed by a disaster. Eligible applicants include State governments, local governments and any other political subdivision of the State, Native American tribes and Alaska Native Villages.

Certain private nonprofit (PNP) organizations may also receive assistance. Eligible PNPs include educational, utility, irrigation, emergency, medical, rehabilitation, and temporary or permanent custodial care facilities (including those for the aged and disabled), and other PNP facilities that provide essential services of a governmental nature to the general public. PNPs that provide “critical services” (power, water--including water provided by an irrigation organization or facility, sewer, wastewater treatment, communications and emergency medical care) may apply directly to FEMA/EPR for a disaster grant. All other PNPs must first apply to the Small Business Administration (SBA) for a disaster loan. If the PNP is declined for a SBA loan or the loan does not cover all eligible damages, the applicant may reapply for FEMA/EPR assistance.

As soon as practicable after the declaration, the State, assisted by FEMA/EPR, conducts the Applicant Briefings for State, local and PNP officials to inform them of the assistance available and how to apply for it. A Request for Public Assistance must be filed with the State within 30 days after the area is designated eligible for assistance. Following the Applicant’s Briefing, a Kickoff Meeting is conducted where damages will be discussed, needs assessed, and a plan of action put in place. A combined Federal/State/local team proceeds with Project Formulation, which is the process of documenting the eligible facility, the eligible work, and the eligible cost for fixing the damages to every public or PNP facility identified by State or local representatives. The team prepares a Project Worksheet (PW) for each project.

Projects fall into the following categories:

- Category A: Debris removal
- Category B: Emergency protective measures
- Category C: Road systems and bridges
- Category D: Water control facilities
- Category E: Public buildings and contents
- Category F: Public utilities
- Category G: Parks, recreational, and other

For insurable structures within special flood hazard areas (SFHA), primarily buildings, assistance from FEMA/EPR (Emergency Preparedness and Response) is reduced by the amount of insurance settlement that could have been obtained under a standard NFIP policy. For structures located outside of a SFHA, FEMA/EPR will reduce the amount of eligible assistance by any available insurance proceeds.

FEMA/EPR reviews and approves the PWs and obligates the Federal share of the costs (which cannot be less than 75 percent) to the State. The State then disburses funds to local applicants.

Projects falling below a certain threshold are considered 'small.' The threshold is adjusted annually for inflation. For fiscal year 2014, that threshold is \$63,900. For small projects, payment of the Federal share of the estimate is made upon approval of the project and no further accounting to FEMA/EPR is required. For large projects, payment is made on the basis of actual costs determined after the project is completed; although interim payments may be made as necessary. Once FEMA/EPR obligates funds to the State, further management of the assistance, including disbursement to subgrantees is the responsibility of the State. FEMA/EPR will continue to monitor the recovery progress to ensure the timely delivery of eligible assistance and compliance with the law and regulations.

State Assistance

The California Disaster Assistance Act (CDAA) authorizes the state to provide financial assistance for costs incurred by local governments as a result of a disaster.

CDAA assistance may be implemented in circumstances when local resources are exceeded but the President does not declare an emergency or major disaster under the Stafford Act. In general, the state's share of work that is eligible under CDAA is no more than 75 percent of total state eligible costs. However, funding may vary with the type of disaster at the discretion of the Legislature.

There are two levels of CDAA assistance:

- **Director's Concurrence:** Under CDAA, the Cal OES Director may concur with a local government request for state assistance independently of a Governor's Proclamation of a State of Emergency. A Director's Concurrence is limited to eligible permanent repair work. There is generally a 75%-25% cost share between state and local governments.
- **Governor's Proclamation of State of Emergency:** When the Governor proclaims a State of Emergency, both emergency and permanent work are eligible for assistance. Again there is generally a 75%-25% cost share between state and local governments.

Federal Assistance

Under a declaration of emergency or major disaster, the President may designate certain counties in the affected areas as eligible for the Public Assistance (PA).

Major assistance programs available under the Stafford Act are managed by FEMA.

- **FEMA Public Assistance Grant Program:** FEMA provides state agencies, local governments, tribal governments and certain private non-profit entities with federal grants to cover eligible disaster recovery work on a cost-share basis. In accordance with the Stafford Act, the federal cost share is a minimum of 75 percent. The State of California shares the remaining cost with the applicant. Federal share 75%, state share 18.75% and local share 6.25%. Eligible costs must be associated with:
 - Debris removal.
 - Emergency work necessary to save lives, protect public health and safety and protect property.
 - Restoration of damaged facilities, including buildings, equipment and infrastructure and also to pre-disaster design and function.
 - Implementation of cost-effective hazard mitigation measures during repairs to damaged facilities to reduce the risk of future damage to those facilities.
- **Assistance to Tribal Governments:** In accordance with the National Response Framework, the state coordinates with impacted tribal governments within the State and initiates requests for a Stafford Act Presidential declaration of an emergency or major disaster on behalf of an impacted tribe when appropriate. Within California, tribal governments may submit Requests for Public Assistance to Cal OES, which reviews the requests and submits them to FEMA. FEMA may then work directly with the tribal governments as grantees.

Non-Stafford Act Programs

The federal government provides recovery assistance through authorities and programs outside of the Stafford Act. These programs may be implemented in conjunction with Stafford Act programs under a disaster declaration or separately. Depending on the program, the agencies may provide assistance directly to recipients or through another state agency besides Cal OES. Examples include:

- The Fire Management Assistance Grant (FMAG) program was authorized by the Disaster Mitigation Act of 2000 and provides for the mitigation, management, and control of fires that threaten such destruction as would constitute a major disaster. The purpose of FMAG is to provide supplemental federal assistance to states and local government to fight fires burning on public (non-federal) or privately-owned forest or grassland.

A Local or State fire agency must request an FMAG through the Cal OES Fire and Rescue Branch or the California State Warning Center (CSWC) while the fire is burning uncontrolled. There are four criteria used to evaluate the threat posed by a fire or fire complex:

- Threat to lives and improved property, including threats to critical facilities/infrastructure, and critical watershed areas;
- Availability of State and local firefighting resources;
- High fire danger conditions, as indicated by nationally accepted indices such as the National Fire Danger Ratings System;
- Potential major economic impact.

The entire process is accomplished on an expedited basis and a decision is rendered in a matter of hours.

- **Federal Highway Administration:** Under the Emergency Relief Program, the Federal Highway Administration (FHWA) provides assistance to the Department of Transportation (Caltrans) and local governments for damage to roads, bridges and other facilities on the federal-aid system. Caltrans implements this program on behalf of FHWA.
- **Natural Resources Conservation Service:** Under the Emergency Watershed Protection Program, the Natural Resources Conservation Service (NRCS) provides assistance to state agencies and local governments for emergency work necessary to protect life, property and public health and safety in watersheds that have been damaged by a disaster, such as a wildfire or flood.
- **U.S. Army Corps of Engineers:** Under the Rehabilitation and Inspection Program, the United State Army Corps of Engineers (USACE) provides assistance for flood fighting, emergency repair and repairs to damaged facilities. The USACE provides this assistance for levees and other flood control works that meet pre-disaster criteria for participation in the program.
- **U.S. Department of Housing and Urban Development:** The United States Department of Housing and Urban Development's (HUD) Community Development Block Grants may be requested by state, local and tribal governments for a wide range of recovery purposes.
- **Congressional Appropriations:** The U.S. Congress may make disaster-specific appropriations that allow federal agencies to provide assistance beyond existing authorities and programs. State coordination of this assistance depends on the nature of the appropriation and the federal agency that is charged with its implementation.

11.3 INDIVIDUAL ASSISTANCE PROGRAM (IAP)

- **Non-Governmental Organizations Assistance:** Many NGOs, such as the American

Red

Cross, the Mennonite Disaster Services and the Salvation Army, provide recovery assistance to individuals, families and community organizations. This may include assistance for shelter, food, clothing, and housing reconstruction.

- **State Assistance:** The state does not have authority to offer financial assistance to private sector disaster victims under the California Disaster Assistance Act (CDAA). However, Cal OES actively coordinates with federal, state, local and NGOs to provide other types of recovery assistance to individuals, households, businesses and the agricultural community. Under the Welfare and Institutions Code, the California Department of Social Services (CDSS) is authorized to assist those who receive the maximum grant under the Federal Individuals and Households Program (IHP) and still have eligible losses as identified by the FEMA inspector.

The State also has a variety of other programs and services to assist individuals, businesses, and farmers in recovering from a disaster.

- **FEMA Assistance:** Under the Stafford Act, FEMA provides a wide range of programs for individuals and households. This assistance includes:

The Individuals and Households Program (IHP)

The Individuals and Households Program - is a combined FEMA/EPR and State program. The IHP provides financial and direct assistance to eligible homeowners and renters displaced from their pre-disaster primary residence. When a major disaster occurs, this program provides money and services to people in the declared area whose property has been damaged or destroyed and whose losses are not covered by insurance. In every case, the disaster victim must register for assistance and establish eligibility. The toll-free telephone registration number is 1-800-621-FEMA (or TTY 1-800-462-7585 for the hearing or speech impaired). FEMA/EPR (or the providing agency) will verify eligibility and need before assistance is offered.

- **Housing Assistance:**
 - The IHP - Housing Assistance assures that people whose homes are damaged by disaster have a safe place to live. The IHP - Other Needs Assistance (ONA) provides financial assistance to individuals and households who have other disaster-related necessary expenses or serious needs and do not qualify for a low interest loan from Small Business Administration (SBA). These programs are designed to provide funds for expenses that are not covered by insurance. They are available only to homeowners and renters who are United States citizens, non-citizen nationals, or qualified aliens affected by the disaster. The following is a list of the types of assistance available through this program and what each provides.

- Temporary Housing - homeowners and renters receive funds to rent a different place to live or a temporary housing unit when rental properties are not available.
- Repair - homeowners receive grants to repair damage from the disaster that is not covered by insurance. The goal is to make the damaged home safe and sanitary.
- Replacement - under rare conditions, homeowners receive limited funds to replace their disaster damaged home.
- Permanent Housing Construction - homeowners and renters receive direct assistance or a grant for the construction of a new home. This type of assistance occurs only in very unusual situations, in insular areas or remote locations specified by FEMA/EPR where no other type of housing is possible.
- Other Needs Assistance (ONA): The IHP provides financial assistance for uninsured disaster related necessary expenses and serious needs, including personal property, medical, dental, and transportation expenses. Applicants receive grants for necessary and serious needs caused by the disaster. This includes medical, dental, funeral, personal property, transportation, moving and storage, and other expenses that FEMA/EPR approves. The homeowner may need to apply for a SBA loan before receiving assistance.

U.S. Small Business Administration (SBA)

Low-Interest Loans: The U.S. Small Business Administration provides low-interest disaster loans to homeowners, renters, businesses and private non-profit organizations in declared disaster areas. Loans may be made for uninsured physical damage to homes, businesses and other properties, or for economic losses. Following Presidential disaster declarations, SBA implements its program in conjunction with FEMA's IA Stafford Act programs. When a Presidential disaster declaration is not viable or warranted or does not include IA due to the scope of the disaster, it may be appropriate for Cal OES to coordinate requests for SBA assistance, since this can be done independently of a FEMA declaration. In order to pursue SBA assistance, the damage incurred by the community must meet certain minimum thresholds. The Small Business Administration can provide three types of disaster loans to qualified homeowners and businesses:

- Home disaster loans to homeowners and renters to repair or replace disaster-related damages to home or personal property,
- Business physical disaster loans to business owners to repair or replace disaster-damaged property, including inventory, and supplies; and
- Economic injury disaster loans, which provide capital to small businesses and to small agricultural cooperatives to assist them through the disaster recovery period.

For many individuals the SBA disaster loan program is the primary form of disaster assistance.

Agricultural Assistance

The U.S. Department of Agriculture (USDA) provides low interest loans to farmers, ranchers, and aquaculturists for physical and/or crop production losses in areas designated a disaster by the Secretary of Agriculture. This designation may also follow a Presidential disaster declaration. As a result, the SBA may also provide economic injury disaster loans to small non-farm businesses, small agricultural cooperatives, and most private non-profit organizations of any size.

Disaster Unemployment Assistance (DUA)

The Disaster Unemployment Assistance program provides unemployment benefits and reemployment services to individuals who have become unemployed because of major disasters. Benefits begin with the date the individual was unemployed due to the disaster incident and can extend up to 26 weeks after the Presidential declaration date. These benefits are made available to individuals not covered by other unemployment compensation programs, such as self-employed, farmers, migrant and seasonal workers, and those who have insufficient quarters to qualify for other unemployment compensation.

All unemployed individuals must register with the State's employment services office before they can receive DUA benefits. However, although most States have a provision that an individual must be able and available to accept employment opportunities comparable to the employment the individual held before the disaster, not all States require an individual to search for work.

Disaster Legal Services (DLS)

When the President declares a disaster, FEMA/EPR, through an agreement with the Young Lawyers Division of the American Bar Association, provides free legal assistance to disaster victims. Legal advice is limited to cases that will not produce a fee (i.e., these attorneys work without payment). Cases that may generate a fee are turned over to the local lawyer referral service.

The assistance that participating lawyers provide typically includes:

- Assistance with insurance claims (life, medical, property, etc.)
- Counseling on landlord/tenant problems
- Assisting in consumer protection matters, remedies, and procedures
- Replacement of wills and other important legal documents destroyed in a major disaster

Disaster legal services are provided to low-income individuals who, prior to or because of the disaster, are unable to secure legal services adequate to meet their needs as a consequence of a major disaster.

Crisis Counseling Programs (CCP)

The Crisis Counseling Assistance and Training Program (CCP), authorized by §416 of the Stafford Act, is designed to provide supplemental funding to States for short-term crisis counseling services to people affected in Presidentially declared disasters.

There are two separate portions of the CCP that can be funded: immediate services and regular services. A State may request either or both types of funding. The immediate services program is intended to enable the State or local agency to respond to the immediate mental health needs with screening, diagnostic, and counseling techniques, as well as outreach services such as public information and community networking.

The regular services program is designed to provide up to nine months of crisis counseling, community outreach, and consultation and education services to people affected by a Presidentially declared disaster. Funding for this program is separate from the immediate services grant.

To be eligible for crisis counseling services funded by this program, the person must be a resident of the designated area or must have been located in the area at the time the disaster occurred. The person must also have a mental health problem which was caused by or aggravated by the disaster or its aftermath, or he or she must benefit from services provided by the program.

Disaster Supplemental Nutrition Assistance Program (D-SNAP)

Through the Disaster Supplemental Nutrition Assistance Program (D-SNAP), the USDA Food and Nutrition Service (FNS) is able to quickly offer short-term food assistance benefits to families suffering in the wake of a disaster. Eligible households receive one month of benefits, equivalent to the maximum amount of benefits normally issued to a SNAP household of their size. Benefits are issued via an electronic benefits transfer (EBT) card, which can be used to purchase food at most grocery stores.

Through D-SNAP, affected households use a simplified application. D-SNAP benefits are issued to eligible applicants within 72 hours, speeding assistance to disaster victims and reducing the administrative burden on State agencies operating in post-disaster conditions. Households not normally eligible for SNAP may qualify for D-SNAP as a result of their disaster-related expenses, such as loss of income, damage to property, relocation expenses, and, in some cases, loss of food due to power outages. When States operate a D-SNAP, ongoing SNAP clients can also receive disaster food

assistance. Households with disaster losses whose SNAP benefits are less than the monthly maximum can request a supplement. The supplement brings their benefits up to the maximum for the household size. This provides equity between D-SNAP households and SNAP households receiving disaster assistance.

FNS approves D-SNAP operations in an affected area under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act when the area has received a Presidential disaster declaration of Individual Assistance (IA) from the Federal Emergency Management Agency (FEMA). State agencies request FNS approval to operate a D-SNAP within the disaster area. FNS approves program operations for a limited period of time (typically 7 days) during which the State agency may accept D-SNAP applications.

Disaster Case Management (DCM)

Technical assistance for the development of the State DCM Grant Program application may be requested, in writing, to the Individual Assistance Branch Director (IABD) in the JFO. A pre-application of the grant request may be submitted to FEMA within 45 days of the date of declaration for technical review and negotiation. This option will allow the State to avoid potential delays in the grant award process caused by incomplete information, inaccurate budgets or the need to revise the State's DCM plan. The final DCMP grant application must be submitted by the State within 60 days of the Presidential declaration. Pre-application and final applications should be submitted to the IABD in the JFO.

Once the State submits the application, it is forwarded to the FCO for review. The FCO will provide a written recommendation of approval/denial to the FEMA Regional Office for concurrence and then will forward the package to FEMA HQ. FEMA HQ DCM staff will review and approve/disapprove the State's DCMP application. The HQ review will include the programmatic approval/disapproval as well as the grant business review carried out by a Regional Grants representative to ensure compliance with grant administration standard requirements and to ensure the review is documented in the official grant file via the Grant Application Checklist.

If the application is approved, FEMA HQ will notify the Senate Appropriations Committee for the statutorily required notification process for grants over \$1M. Once the notification is complete, the FEMA Regional Office grants staff will complete an award package to include the Notice of Grant Award (NOGA) either via eSystem (e.g. NEMIS) or manually following standard grant administrative practices.

A State DCM Grant Program Application package should include the following:

- Completed application, including budgets
- Standard Form 424, Application for Federal Assistance
- Standard Form 112-0-3, Standard Assurances (Non-construction)

- Standard Form 112-0-8, Budget Information (Non-construction)
- FEMA Form 089-0-9, Budget Detail Worksheet
- State Administrative Plan for Disaster Case Management Services

Special Tax Considerations

Taxpayers who have sustained a casualty loss from a declared disaster may deduct that loss on the federal income tax return for the year in which the casualty actually occurred, or elect to deduct the loss on the tax return for the preceding tax year. In order to deduct a casualty loss, the amount of the loss must exceed 10 percent of the adjusted gross income for the tax year by at least \$100. If the loss was sustained from a federally declared disaster, the taxpayer may choose which of those two tax years provides the better tax advantage.

The Internal Revenue Service (IRS) can expedite refunds due to taxpayers in a federally declared disaster area. An expedited refund can be a relatively quick source of cash, does not need to be repaid, and does not need an Individual Assistance declaration. It is available to any taxpayer in a federally declared disaster area.

11.4 DEBRIS MANAGEMENT PROGRAMS

Disasters may create significant quantities of debris that must be removed and disposed of to reduce threats to public health and safety and allow for the recovery of the community. Debris management poses challenges for state, local and tribal agencies in terms of available resources for: debris management operations, appropriate Purchasing and management of contractors, reduction of debris volume, disposal and segregation, handling and disposal of household hazardous waste and other hazardous materials. There are also legal requirements to recycle applicable waste streams and specific environmental issues that need to be evaluated for compliance issues.

- **Local Responsibility:** Debris management operations are the responsibility of the affected jurisdiction; however, at the request of the state, the federal government may provide assistance for debris management following a Presidential declaration of emergency or major disaster.
- **State Assistance:** Cal OES can provide Debris Management Technical Assistance to local governments in the development of pre-disaster debris management plans. When a disaster occurs, Cal OES coordinates requests for federal assistance with debris removal and provides state agencies and local governments with guidance regarding requirements that must be met to ensure eligibility of debris management activities for funding.
 - **Recycling of Debris:** To conserve California's landfill capacity and, in keeping

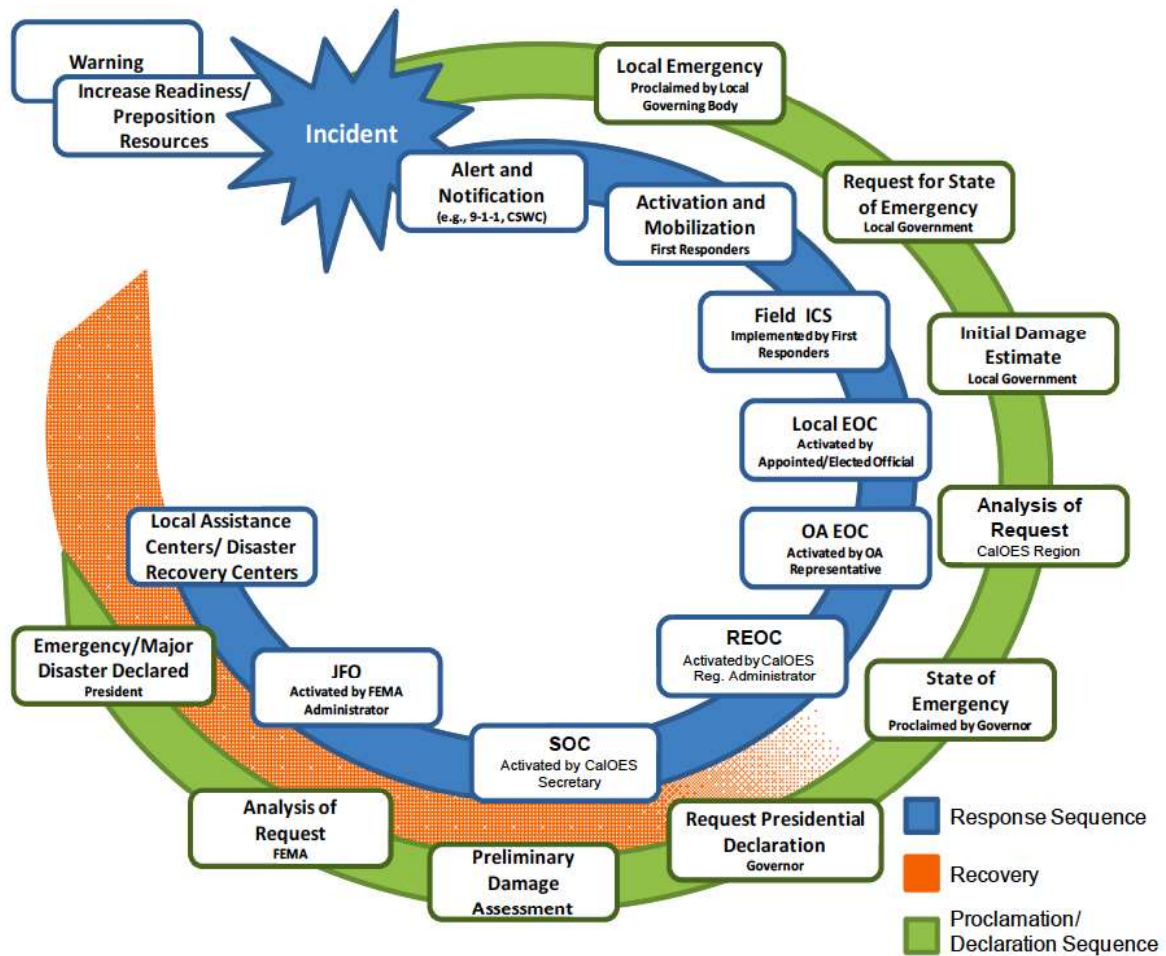
with state policy to maximize all diversion options in order to reduce the amount of solid waste that must be disposed, it is the state's intent that disaster-related debris be recycled or centrally held until it can be processed for maximum recycling. The Integrated Waste Management Disaster Plan provides guidance on this topic.

- State Environmental Requirements: FEMA is responsible for ensuring compliance with federal laws, regulations and Executive Orders for Stafford Act programs. At the state level, Cal OES ensures that the state's management of these programs proceeds in accordance with these requirements, as well as with applicable state environmental laws and regulations. Cal OES provides guidance to communities regarding the California Environmental Quality Act (CEQA). Additionally, the Cal OES provides technical assistance to Cal OES Environmental Compliance Program applicants.
- Federal Assistance: The following federal debris management assistance programs are coordinated by FEMA:
 - Technical Assistance: The federal, state, local and tribal governments coordinate as a team to identify, evaluate and provide the most appropriate technical assistance available. FEMA may be requested to task another federal agency to provide specific technical expertise to accomplish debris management tasks.
 - Direct Federal Assistance: FEMA, coordinating directly with the FCO, SCO and the Public Assistance Officer (PAO), may task another federal agency, such as the U.S. Army Corps of Engineers (USACE) to perform debris management activities directly on behalf of the state, local government, or tribe when that entity does not have the resources for the work.
 - Financial Assistance: Under the Public Assistance Program (PA), FEMA provides financial assistance to state, local and tribal governments for eligible debris management activities completed by those entities. Cal OES is responsible for providing the technical program assistance for those entities eligible to apply for reimbursement assistance.
 - Federal Environmental Requirements: FEMA and other federal agencies that provide assistance must ensure that all actions comply with applicable federal environmental laws, regulations and Executive Orders (EO). For Stafford Act assistance programs, FEMA ensures compliance with the following, depending on the type and scope of the project:
 - National Environmental Policy Act (NEPA)
 - National Historic Preservation Act
 - Endangered Species Act
 - Clean Water Act
 - Executive Order 11988, Floodplain Management and Executive Order 11990,

Protection of Wetlands

- Executive Order 12898, Environmental Justice
- Exemptions: The Stafford Act and its implementing regulations in 44 Code of Federal Regulations (CFR) Part 9 provide FEMA with exclusions that exempt certain actions from the NEPA review process, including debris removal, emergency protective measures, repairs of damaged facilities to pre-disaster condition and minor mitigation measures. Although a project may be excluded from NEPA review, compliance with other laws, such as the Endangered Species Act and the National Historic Preservation Act, is still required. Additionally, the project must comply with all applicable state environmental laws and regulations.

Figure 11.1: Response Phase Sequence of Events



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12.0 HAZARD MITIGATION

12.1 OVERVIEW

Hazard Mitigation refers to sustained measures enacted to reduce or eliminate long-term risk to people and property from natural hazards and their effects. In the long term, mitigation measures reduce personal loss, save lives, and reduce the cost to the nation of responding to and recovering from disasters.

Two sections of the Stafford Act, §404 and §406, can provide hazard mitigation funds when a Federal disaster has been declared. In each case, the Federal government can provide up to 75 percent of the cost, with some restrictions.

Through the Hazard Mitigation Grant Program (HMGP), authorized by §404 of the Act, communities can apply for mitigation funds through the State. The State, as grantee, is responsible for notifying potential applicants of the availability of funding, defining a project selection process, ranking and prioritizing projects, and forwarding projects to FEMA for funding. The applicant, or subgrantee carries out approved projects. The State or local government must provide a 25 percent match, which can be fashioned from a combination of cash and in-kind sources. Federal funding from other sources cannot be used for the 25 percent non-federal share with one exception. Funding provided to States under the Community Development Block Grant program from the Department of Housing and Urban Development can be used for the non-federal share.

The amount of funding available for the HMGP under a disaster declaration is finite and is limited to 7.5 percent of FEMA/EPR's estimated total disaster costs for all other categories of assistance (less administrative costs). Section 322 of the Disaster Mitigation Act of 2000 emphasizes the importance of planning in reducing disaster losses. States will be required to develop a State Mitigation Plan that provides a summary of the hazards facing them, an assessment of the risks and vulnerabilities to those hazards, and a strategy for reducing those impacts. These plans will be required by November 1, 2004 as a condition of non-emergency assistance under the Stafford Act, and must be reviewed and updated every three years. States may choose to develop an Enhanced State Mitigation Plan in order to receive an increased amount of 20 percent for Hazard Mitigation Grant Program funding. By November 1, 2004, local jurisdictions also must develop mitigation plans in order to be eligible for project grant funding under the Hazard Mitigation Grant Program. In addition, States may use a set-aside of up to five percent of the total HMGP funds available for mitigation measures at their discretion. To be eligible, a set-aside project must be identified in a State's hazard mitigation plan and fulfill the goal of the HMGP, this is, to reduce or prevent future damage to property or prevent loss of life or injury.

Eligible mitigation measures under the HMGP include acquisition or relocation of property located in high hazard areas; elevation of flood prone structures; seismic rehabilitation of existing structures; strengthening of existing structures against wildfire; dry floodproofing activities that bring a structure into compliance with minimum NFIP

requirements and State or local code. Up to seven percent of the HMGP funds may be used to develop State and/or local mitigation plans.

All HMGP projects, including set-aside projects, must comply with the National Environmental Policy Act and all relevant Executive Orders. HMGP grants cannot be given for acquisition, elevation, or construction purposes if the site is located in a designated SFHA and the community is not participating in the NFIP.

FEMA/EPR's primary emphasis for HMGP funds, where appropriate, is the acquisition and demolition, relocation, elevation, or floodproofing of flood damaged or floodprone properties (non-structural measures).

- Acquisition and demolition: Under this approach, the community purchases the flood-damaged property and demolishes the structure. The property owner uses the proceeds of the sale to purchase replacement housing on the open market. The local government assumes title to the acquired property and maintains the land as open space in perpetuity.
- Relocation: In some cases, it may be viable to physically move a structure to a new location. Relocated structures must be placed on a site located outside of the 100-year floodplain, outside of any regulatory erosion zones, and in conformance with any other applicable State or local land use regulations.
- Elevation/Floodproofing: Depending upon the nature of the flood threat, elevating a structure or incorporating other floodproofing techniques to meet NFIP criteria may be the most practical approach to flood damage reduction. Floodproofing techniques may be applied to commercial properties only; residential structures must be elevated. Communities can apply for funding to provide grants to property owners to cover the increased construction costs incurred in elevating or floodproofing the structure.

Funding under §406 that is used for the repair or replacement of damaged public facilities or infrastructure may be used to upgrade the facilities to meet current codes and standards. It is possible for mitigation measures to be eligible for funding under both the HMGP and §406 programs; however, if the proposed measure is funded through §406, the project is not eligible for funds under the HMGP as well.

12.2 ANTIOCH LOCAL HAZARD MITIGATION PLAN

The Contra Costa County and the City of Antioch are required to have a Federal Emergency Management Agency (FEMA) approved Hazard Mitigation Plan to be eligible for certain disaster assistance and mitigation funding. The Contra Costa County/City of Antioch Hazard Mitigation Plan document fulfills FEMA requirements and provides direction and guidance on implementing hazard mitigation action items on a hazard-level, probability, and cost-priority basis. The overall goal of the Local Hazard Mitigation Plan is to reduce the potential for damage to critical assets from natural

hazards. In addition, the plan describes past and current hazard mitigation activities and philosophies, and outlines future mitigation goals and strategies.

Hazard mitigation planning is a dynamic process built on realistic assessments of past and present information that enables Antioch to anticipate future hazards and provide mitigation strategies to address possible impacts and identified needs. The overall approach to the Local Hazard Mitigation Plan included developing a baseline understanding of the natural hazards, determining ways to reduce those risks, and prioritizing mitigation recommendations for implementation.

The “**Contra Costa County/City of Antioch Local Hazard Mitigation Plan**”, January 2018 is a document maintained as an appendix of this Emergency Operations Plan.

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Emergency Operations Plan

ANNEX A: POSITION SPECIFIC CHECKLISTS



City of Antioch, California
2021

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POSITION SPECIFIC ANNEXES

POLICY GROUP/ MAC GROUP

- Mayor Position Checklists
- City Council Member Position Checklists
- Legal Advisor Position Checklists

MANAGEMENT SECTION

- EOC Director Position Checklists
- Liaison Officer Position Checklists
- Public Information Officer Position Checklists
- Safety Officer Position Checklists
- Disabilities and Access and Functional Needs Officer Position Checklists

OPERATIONS SECTION

Law Enforcement Branch Director Position Checklists

- Evacuation Unit Leader Position Checklists
- Security/Traffic Control Unit Leader Position Checklists
- Animal Services Unit Leader Position Checklists

Fire Branch Director Position Checklists

Public Works Branch Director Position Checklists

- Utilities Unit Leader Position Checklists
- Safety/ Damage Assessment Unit Leader Position Checklists
- Debris Removal Unit Leader Position Checklists

Mass Care Branch Director Position Checklists

PLANNING AND INTELLIGENCE SECTION

- Situation Unit Leader Position Checklists
- Documentation Unit Leader Position Checklists
- Damage Analysis Unit Leader Position Checklists
- Demobilization Unit Leader Position Checklists
- Advanced Planning Unit Leader Position Checklists
- Technical Specialists/ GIS Unit Leader Position Checklists

LOGISTICS SECTION

- Resources Unit Leader Position Checklists
- Supply Unit Leader Position Checklists
- Personnel/ Volunteer Unit Leader Position Checklists
- Facilities Unit Leader Position Checklists
- Transportation Unit Leader Position Checklists
- Communications/ Information Systems Unit Leader Position Checklists

FINANCE AND ADMINISTRATION SECTION

Purchasing Unit Leader Position Checklists
Time Recording Unit Leader Position Checklists
Cost Recovery Unit Leader Position Checklists
Compensation/ Claims Unit Leader Position Checklists
Cost Analysis Unit Leader Position Checklists

POLICY GROUP/MULTI-AGENCY COORDINATION (MAC) GROUP

PURPOSE

The Policy Group/Multi-Agency Coordination (MAC) Group will play an important role in interpreting City policy and procedures and providing vital political guidance to the EOC Director. Although their role is very important, it is not a formal position within the Incident Command System or Emergency Operations Center structure. The EOC Director does not report to them, nor do they report to the EOC Director. Their role is advisory only. For this reason, during a Level 1 or 2 EOC activation, they are located outside the actual Emergency Operations Center but within close proximity. This will allow them to be fully accessible to the EOC Director and make it convenient for the EOC Director to consult and brief them regarding emergency operations.

The Policy Group/MAC Group evaluates the situation and considers:

- Proclamation and/or ratification of a local emergency
- Approval of emergency orders
- High-level policy decisions
- Fiscal authorizations
- Strategic prioritization
- Strategic policy and direction for recovery and resumption of City operations
- Providing legal advice
- Communications with other elected officials and media when appropriate
- Serving as City Official

The Policy Group/MAC Group does not:

- Report to the EOC Director nor does the EOC Director report to the Policy Group/MAC Group
- Direct field or EOC operations
- Make tactical decisions
- Direct emergency response or recovery operations

PRIORITIES

When establishing the Mission, Goal, Objectives and Strategies during emergency response operations, the following priorities are considered.

- Initiate, support and maintain measures that protect life, safety, property, and the environment.
- Isolate and stabilize the incident.
- Eliminate or mitigate hazards.

- Provide for the rapid resumption of essential human services and support community and economic recovery.
- Provide emergency public information on conditions and suggested personal protective actions.
- Provide accurate documentation and records required for cost recovery efforts.

CONCEPT OF OPERATIONS

- The City of Antioch will utilize SEMS and NIMS in emergency response activities.
- The City of Antioch will begin utilizing its resources before requesting mutual aid assistance when emergency response or recovery requirements exceed the City's ability to address them.
- All existing City and departmental operating procedures will be adhered to unless modified by the City Council.
- All on-duty personnel are expected to remain on duty until properly relieved of duty. Off-duty personnel will be expected to return to work or contact their supervisor or the Police shift supervisor in accordance with their individual department plan guidelines.
- While in a disaster mode, operational periods will be 12 hours for the duration of the event. Operational periods will normally change at 6:00 a.m. and 6:00 p.m., however operational periods should be event driven.
- The City of Antioch will coordinate response and recovery activities with the Cal OES Coastal Region.
- The resources of the City of Antioch will be made available to local agencies and citizens to cope with disasters affecting this area.

MANAGEMENT SECTION

PURPOSE

The Management Section directs the City of Antioch Emergency Services, coordinates the actions of the EOC staff, establishes operational priorities, ensures development and implementation of strategies to meet the needs of the emergency, works with local elected officials on issues related to emergency response and recovery, communicates with the media, coordinates response with outside agencies, and ensures the safety of the responders. The Management Section staff must evaluate the potential economic, social and environmental impacts of the emergency or disaster on its citizens, while managing response to the conditions within the City. Additionally, the Management Section must consider whether an emergency in a neighboring jurisdiction could impact the City of Antioch or draw upon resources normally available to the City.

PRIORITIES

When establishing the Mission, Goal, Objectives and Strategies during emergency response operations, the following priorities are considered.

- Initiate, support and maintain measures that protect life, safety, property, and the environment.
- Isolate and stabilize the incident.
- Eliminate or mitigate hazards.
- Provide for the rapid resumption of essential human services and support community and economic recovery.
- Provide emergency public information on conditions and suggested personal protective actions.
- Provide accurate documentation and records required for cost recovery efforts.

CONCEPT OF OPERATIONS

- the City of Antioch will utilize SEMS and NIMS in emergency response activities.
- the City of Antioch will begin utilizing its resources before requesting mutual aid assistance when emergency response or recovery requirements exceed the City's ability to address them.
- All existing City and departmental operating procedures will be adhered to unless modified by the City Council.
- All on-duty personnel are expected to remain on duty until properly relieved of duty. Off-duty personnel will be expected to return to work or contact their supervisor or the Police shift supervisor in accordance with their individual department plan guidelines.

- While in a disaster mode, operational periods will be 12 hours for the duration of the event. Operational periods will normally change at 6:00 a.m. and 6:00 p.m., however operational periods should be event driven.
- the City of Antioch will coordinate response and recovery activities with the Cal OES Coastal Region.
- The resources of the City of Antioch will be made available to local agencies and citizens to cope with disasters affecting this area.

POLICY GROUP STAFF

When staffed, the Policy Group/MAC Group may include each of the following positions.

- Mayo Position Checklist
- City Council Position Checklist
- Legal Advisor Position Checklist

OPERATIONS SECTION

PURPOSE

To enhance the capability of the City of Antioch to respond to emergencies by carrying out coordinated tactical operations based upon the EOC Action Plan, it is the policy of this Section that the priorities of responses are to be:

- Protect life, environment, and property.
- Carry out objectives of the EOC Action Plan.
- Ensure coordinated incident response.
- Cooperate with other sections of the City's emergency response team.

OVERVIEW

The Operations Section's primary responsibility is to manage the operational response of various elements involved in the emergency/disaster. These elements may include:

- Law Enforcement
- Fire
- Public Works
- Mass Care

OBJECTIVES

The Operations Section is responsible for coordination of all response elements applied to the emergency/disaster. The Operations Section carries out the objectives of the EOC Action Plan and requests additional resources as needed.

CONCEPT OF OPERATIONS

The Operations Section will operate under the following policies during a emergency/disaster as the situation dictates:

- the City of Antioch will utilize SEMS and NIMS in emergency response activities.
- the City of Antioch will begin utilizing its resources before requesting mutual aid assistance when emergency response or recovery requirements exceed the City's ability to address them.
- All existing City and departmental operating procedures will be adhered to unless modified by the Director of Emergency Services, EOC Director, or City Council.
- All on-duty personnel are expected to remain on duty until properly relieved of duty. Off-duty personnel will be expected to return to work or contact their

supervisor or the Police shift supervisor in accordance with their individual department plan guidelines.

- While in a disaster mode, operational periods will be 12 hours for the duration of the event. Operational periods will normally change at 6:00 a.m. and 6:00 p.m., however operational periods should be event driven.
- the City of Antioch will coordinate response and recovery activities with the Operational Area EOC.
- The resources of the City of Antioch will be made available to local agencies and citizens to cope with disasters affecting this area.

MANAGEMENT SECTION STAFF

When fully staffed, the Management Section may include each of the following positions. If staffing is not available for each position, the duties assigned to the unfilled position are the responsibility of the Emergency Operations Center (EOC) Director.

- Emergency Operations Center Director
- Public Information Officer
- Liaison Officer
- Safety Officer
- Disabilities and Access and Functional Needs Officer

PLANNING AND INTELLIGENCE SECTION

PURPOSE

The Planning and Intelligence Section will direct and manage the creation of a comprehensive situation status and damage assessment report, develop the EOC Action Plan for each operational period, manage resources, maintain all documentation related to the incident or emergency, and complete the After-Action Report/Improvement Plan. The Planning and Intelligence Section will evaluate and consider the physical, social, environmental, and economic impact on the community into action planning.

PRIORITIES

When establishing the Mission, Goal, Objectives and Strategies during emergency response operations, the following priorities are considered.

- Initiate, support and maintain measures that protect life, safety, property, and the environment.
- Isolate and stabilize the incident.
- Eliminate or mitigate hazards.
- Provide for the rapid resumption of essential human services and support community and economic recovery.
- Provide planning and direction for the emergency operations and optimize the management of resources.
- Provide emergency public information on conditions and suggested personal protective actions.
- Provide accurate documentation and records required for cost recovery efforts.

OVERVIEW

The Planning/Intelligence Section's primary responsibility is to collect, evaluate, display and disseminate incident information, intelligence, and status of resources. This Section functions as the primary support for decision-making to the overall emergency organization and as the lead for facilitating the planning process and development of Action Plans.

OBJECTIVES

The Planning/Intelligence Section ensures that safety/damage assessment information is compiled, assembled and reported in an expeditious manner to the various EOC sections, the Policy Group/MAC Group, and the Contra Costa Operational Area EOC. The Planning/Intelligence Section is also responsible for the detailed recording of the

entire response effort and the preservation of these records during the response and recovery efforts. The Planning/Intelligence Section will accomplish the following specific objectives during a emergency/disaster:

- Collect initial situation and safety/damage assessment information for a Situation Status Report (SitStat) and an Emergency Proclamation.
- Display situation and operational information in the Emergency Operations Center (EOC) using maps, status boards, and visual aids.
- Disseminate intelligence information to the EOC Director, Public Information Officer, General Staff and the Contra Costa Operational Area EOC.
- Manage, track, and display the status and location of all resources.
- Prepare timely safety/damage assessment reports for dissemination to other sections, City departments, and the Contra Costa Operational Area EOC, Cal OES and FEMA.
- Prepare required reports identifying the extent of damage and financial losses.
- Determine the City's post-event condition.
- Provide Planning/Intelligence support to other sections.
- Ensure accurate recording and documentation of the incident.
- Prepare the City's EOC Action Plan.
- Prepare the City's After-Action Report/Improvement Plan.
- Prepare a post-disaster recovery plan.
- Maintain proper and accurate documentation of all actions taken to ensure that all required records are preserved for future use per Contra Costa Operational Area EOC, Cal OES and FEMA filing requirements.
- Acquire technical experts for special interest topics or special technical knowledge subjects.

CONCEPT OF OPERATIONS

The Planning/Intelligence Section will operate under the following policies during an incident, emergency, or disaster as the situation dictates:

- The City of Antioch will utilize SEMS and NIMS in emergency response activities.
- The City of Antioch will begin utilizing its resources before requesting mutual aid assistance when emergency response or recovery requirements exceed the City's ability to address them.
- All existing City and departmental operating procedures will be adhered to unless modified by the City Council.
- All on-duty personnel are expected to remain on duty until properly relieved of duty. Off-duty personnel will be expected to return to work or contact their supervisor or the Police shift supervisor in accordance with their individual department plan guidelines.
- While in a disaster mode, operational periods will be 12 hours for the duration of the event. Operational periods will normally change at 6:00 a.m. and 6:00 p.m., however operational periods should be event driven.

- The City of Antioch will coordinate response and recovery activities with the Contra Costa Operational Area EOC.
- The resources of The City of Antioch will be made available to local agencies and citizens to cope with disasters affecting this area.

PLANNING/INTELLIGENCE SECTION STAFF

The Planning/Intelligence Section Coordinator will determine, based on present and projected requirements, the need for establishing specific and/or specialized units. The following may be established as the need arises:

- Resources Unit
- Situation Unit
- Documentation Unit
- Demobilization Unit
- Damage Analysis Unit
- Advanced Planning Unit
- Technical Specialists/ GIS Unit

The Planning/Intelligence Section Coordinator may activate additional units as necessary to fulfill an expanded role.

LOGISTICS SECTION

PURPOSE

The Logistics Section will be responsible for coordinating acquisitions to supply the incident with the necessary services, equipment and personnel. This includes supplying communications, transportation, medical services, food, water and shelter, incident facilities and other resources in support of incident objectives.

PRIORITIES

When establishing the Mission, Goal, Objectives and Strategies during emergency response operations, the following priorities are considered.

- Initiate, support and maintain measures that protect life, safety, property, and the environment.
- Isolate and stabilize the incident.
- Eliminate or mitigate hazards.
- Provide for the rapid resumption of essential human services and support community and economic recovery.
- Provide planning and direction for the emergency operations and optimize the management of resources.
- Provide emergency public information on conditions and suggested personal protective actions.
- Provide accurate documentation and records required for cost recovery efforts.

OVERVIEW

The Logistics Section's primary responsibility is to ensure the acquisition, transportation and mobilization of resources to support the response effort at the disaster sites, public shelters, EOCs, etc. This Section provides all necessary personnel, supplies and equipment Purchasing support. Methods for obtaining and using facilities, equipment, supplies, services and other resources to support emergency response at all operational sites during emergency/disaster conditions will be the same as that used during normal operations unless authorized by the EOC Director or emergency orders of the City Council.

OBJECTIVES

The Logistics Section ensures that all other sections are supported for the duration of the incident. Any personnel, equipment, supplies or services required by the other sections,

except mutual aid resources requested through law enforcement and fire mutual aid channels, will be ordered through the Logistics Section.

The Logistics Section will accomplish the following specific objectives during an incident, emergency, or disaster:

- Collect information from other sections to determine needs and prepare for expected operations.
- Coordinate provision of logistical support with the EOC Director.
- Prepare required reports identifying the activities performed by the Logistics Section.
- Determine the City's logistical support needs and plan for both immediate and long-term requirements.
- Maintain proper and accurate documentation of all actions taken and all items procured to ensure that all required records are preserved for future use and Cal OES and FEMA filing requirements.

CONCEPT OF OPERATIONS

The Logistics Section will operate under the following policies during an incident, emergency, or disaster as the situation dictates:

- The City of Antioch will utilize SEMS and NIMS in emergency response activities.
- The City of Antioch will begin utilizing its resources before requesting mutual aid assistance when emergency response or recovery requirements exceed the City's ability to address them.
- All existing City and departmental operating procedures will be adhered to unless modified by the City Council.
- All on-duty personnel are expected to remain on duty until properly relieved of duty. Off-duty personnel will be expected to return to work or contact their supervisor or the Police shift supervisor in accordance with their individual department plan guidelines.
- While in a disaster mode, operational periods will be 12 hours for the duration of the event. Operational periods will normally change at 6:00 a.m. and 6:00 p.m., however operational periods should be event driven.
- The City of Antioch will coordinate response and recovery activities with the Cal OES Coastal Region or State Operational Center.
- The resources of The City of Antioch will be made available to local agencies and citizens to cope with disasters affecting this area.

LOGISTICS SECTION STAFF

The Logistics Section Coordinator will determine, based on present and projected requirements, the need for establishing specific and/or specialized units. The following units may be established as the need arises:

- Supply Unit
- Transportation Unit
- Facilities Unit
- Personnel Branch
 - Clerical Support Services Unit
- Communications/ Information Systems Unit

The Logistics Section Coordinator may activate additional units as necessary to fulfill an expanded role.

FINANCE AND ADMINISTRATION SECTION

PURPOSE

To enhance the capability of The City of Antioch to respond to emergencies by providing financial support and coordination to City emergency operations and coordinating the recovery of costs as allowed by Federal and State law. It is the policy of this section that the priorities are to be:

- Protect life, environment, and property.
- Provide continuity of financial support to the City and community.
- Documentation of City costs and recovery of those costs as allowable.
- Carry out objectives of the EOC Action Plan.
- Ensure coordinated incident response.
- Cooperate with other sections of the City's emergency response team.

OVERVIEW

The Finance and Administration Section's primary responsibility is to maintain to the greatest extent possible the financial systems necessary to keep the City functioning during a emergency/disaster. These systems include:

- Payroll
- Payments
- Revenue collection
- Claim processing
- Cost recovery documentation

The Section also supervises the negotiation and administration of vendor and supply contracts and procedures.

OBJECTIVES

The Finance/Administration Section acts in a support role in all disasters/emergencies to ensure that all required records are preserved for future use and Cal OES and FEMA filing requirements through maintenance of proper and accurate documentation of all actions taken. To carry out its responsibilities, the Finance/Administration Section will accomplish the following objectives during a emergency/disaster:

CONCEPT OF OPERATIONS

The Finance/Administration Section will operate under the following policies during a emergency/disaster as the situation dictates:

- The City of Antioch will utilize SEMS and NIMS in emergency response activities.
- The City of Antioch will begin utilizing its resources before requesting mutual aid assistance when emergency response or recovery requirements exceed the City's ability to address them.
- All existing City and departmental fiscal operating procedures will be adhered to unless modified by the EOC Director or City Counsel.
- All on-duty personnel are expected to remain on duty until properly relieved of duty. Off-duty personnel will be expected to return to work or contact their supervisor or the Police shift supervisor in accordance with their individual department plan guidelines.
- While in a disaster mode, operational periods will be 12 hours for the duration of the event. Operational periods will normally change at 6:00 a.m. and 6:00 p.m., however operational periods should be event driven.
- The City of Antioch will coordinate response and recovery activities with the Contra Costa OA EOC.
- The resources of The City of Antioch will be made available to local agencies and citizens to cope with disasters affecting this area.

FINANCE/ADMINISTRATION SECTION STAFF

The Finance/Administration Section Coordinator will determine, based on present and projected requirements, the need for establishing any of the following specific units.

- Purchasing Unit
- Time Recording Unit
- Cost Recovery Unit
- Compensation/Claims Unit
- Cost Analysis Unit

The Finance/Administration Section Coordinator may activate additional branches/groups/units to fulfill an expanded role if necessary.

Emergency Operations Plan

ANNEX B: EVACUATION



City of Antioch, California
2021

1.0 PURPOSE, SCOPE, SITUATION, ASSUMPTIONS

1.1 PURPOSE

The purpose of this City of Antioch Evacuation Annex is to provide strategies and procedures for the city, Contra Costa County and other supporting agencies and organizations' response to emergencies that involve the evacuation of people from an impacted area.

This involves coordination and support for the safe and effective evacuation of some or all of the City's population, including people with disabilities and access and functional needs who may require additional support to evacuate. Focus areas within this evacuation annex include evacuation triggers; public alert, warning, and information; and evacuation transportation and traffic control. The annex outlines organizational roles and responsibilities, operational concepts, and a documented process to accomplish an evacuation.

This Annex was developed as an Annex to the City of Antioch Emergency Operations Plan (EOP); and is consistent with the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). The development of this Emergency Evacuation Annex was coordinated with the Contra Costa County Office of Emergency Services, California Governor's Office of Emergency Services (Cal OES) and other local and regional jurisdictions, agencies, community organizations and representatives of the whole community. This Annex is also consistent with the Contra Costa County and State emergency plans and is applicable to all locations and to all agencies, organizations, and personnel with evacuation and evacuation support function responsibilities.

1.2 SCOPE

The City of Antioch Evacuation Annex applies to mass evacuation preparedness, response, and recovery operations during local emergencies or major disasters and to all City of Antioch public, private, and nongovernmental organizations (NGOs) with operational responsibilities in a mass evacuation event.

This document is intended to provide evacuation strategies and protocols for Medium-Level (Partial) to High-Level (Multi-Zone or Complete) evacuation events in the City of Antioch and is developed with consideration to predominant threats and hazards impacting the City of Antioch.

This Annex is intended to support activation of the City of Antioch Emergency Operations Centers (EOC) and the Contra Costa County Emergency Operations Center (EOC). This plan also provides overall operational guidance for public alert, warning and public information, movement of evacuees; it provides a concept of operations and

provides the roles of key departments and agencies during an evacuation. It does not provide or replace operational plans for specific departments or specific functions, such as shelter management.

In Low-Level (Local) evacuations, such as those occurring during isolated local structure fire(s), at crimes scenes, or due to a localized hazardous materials spill. This annex assumes that such events will be managed by local first responders in the field Incident Command Post (ICP), typically without an activation of the City EOC and without an activation of this Annex.

Emergency Operations Plan

ANNEX C: MASS CARE



City of Antioch, California
2021

1.0 INTRODUCTION

Mass care is a term used to describe an organized way of providing temporary relief and services, including shelter, food, liquids, basic health care, information, communications with family and friends, and other human services, for large numbers of people temporarily displaced or cut off from normal access to life-sustaining supplies or services by emergencies or disasters. This annex is specifically designed to address the need for providing access to temporary shelter or supplies like food and water during large-scale emergencies and/or major disasters affecting the City of Antioch. Under the Standardized Emergency Management System (SEMS), the City of Antioch is the primary jurisdiction for the mass care of their population. However, upon request this mass care responsibility may be shared or assumed by Contra Costa County, who is the lead jurisdiction for mass care in Contra Costa County. Under SEMS Contra Costa County is also referred to as the Contra Costa Operational Area (OA).

1.1 PURPOSE

The purpose of this annex is to:

- Define the collective and individual responsibilities of City departments and non-governmental agencies (including community-based and religious organizations) responding to or acting in support of mass care operations.
- Establish lines of authority and communications in support of the activation and operation of this annex.
- Describe mass care operations within the City of Antioch.
- Describe the process to request and incorporate outside resources or request the Contra Costa County OA assume responsibility for mass care response.

1.2 SCOPE

This annex is intended to address the temporary mass care needs of the community associated with an emergency evacuation, including those who are disabled or have access or functional needs. This annex is intended to only address the mass care needs of the population during an evacuation or incident requiring mass care services for no more than 48 hours. Should mass care services be required for more than 48 hours, that role should be transferred to the Contra Costa County OES for coordination of mass care and sheltering.

This annex is not intended to address the needs of those who are medically fragile. People needing medical services and/or full-time caretakers must be directed to a licensed facility that can support them, or a medical field hospital established to provide care for people who require an acute level of care.

For the purposes of this annex, mass care includes:

- **Sheltering.** This includes the designation of previously identified or unidentified temporary evacuation point shelter sites within the City.
- **Feeding operations.** This includes the feeding and hydration of workers and shelter guests through fixed facilities at or near the shelter, purchase of food from vendors, mobile feeding unit, and/or bulk food distributions. Sound nutritional guidelines will be incorporated, and special dietary needs honored as possible.
- **Emergency first aid.** Physical and mental health first aid provided at mass care sites will consist of basic care and is designed to be supplemental to any serious medical requirements. Any person requiring medical care beyond basic first aid should be directed to a hospital or request an ambulance or paramedics respond.
- **Bulk distribution of emergency items.** This includes clothing, basic personal care items, and other essentials for those who may have evacuated without time to gather personal belongs. These items may be provided by the Red Cross or other approved organizations.
- **Family Reunification.** This information will provides aid in reunification of family members within (or outside) the area who were separated at the time of the event. The Contra Costa County OES and Employment and Human Services are responsible for the coordination of Countywide shelter operations. “Safe and Well” is an ARC website designed to provide information regarding individuals residing within the affected area that is provided to immediate family members outside the area.

There are many pre-identified locations that may be used as shelters. These locations will be used depending on area of the City that is impacted, number of people requiring services, and the services available at the location. Based on the threat, duration of shelter needs, or population requiring sheltering, shelter locations might be moved outside the City.

Mass Care services for City of Antioch evacuees will be coordinated through the Antioch Emergency Operations Center (EOC), Operations Section, Mass Care Branch.

1.3 AUTHORITIES AND REFERENCES

Authorities for the conducting mass care for the general population, for people with access and functional needs, and; for evacuating animals include the following.

Federal

- The Robert T. Stafford Disaster Relief and Emergency Assistance Act,

- P.L. 93-288, as amended. (42 U.S.C. §§ 5121- 5206)
- United States Congress mandates by congressional charter the American Red Cross to undertake activities for the purpose of mitigating the suffering caused by natural disasters and other emergencies.
- National Incident Management System (NIMS)
- National Response Framework, 2008. Sets forth roles and responsibilities of Federal and certain non-Federal entities after catastrophes overwhelm State and local government. Mass Care is found in the Emergency Support Function (ESF) #6.
- Homeland Security Act of 2002
- Homeland Security Presidential Directive 5
- Post-Katrina Emergency Management Reform Act of 2006
- Pets Evacuation and Transportation Standards Act of 2006
- Public Health Service Act, as amended
- Social Security Act of 1935, as amended
- Americans With Disabilities Act of 1990

State

- California Emergency Services Act, California Government Code, Sections 8550-8668.
- California Emergency Plan (California Government Code, Section 8850 et seq.). The provision of Emergency Welfare Services falls within the authority of State supervised and County administered public social services. In case of an officially declared State of an emergency, and pursuant to the rules and regulations of the California Emergency Council, “State, regional and local government employees will become disaster workers; duties may include support of the American Red Cross.” The Director of the Contra Costa County Employment and Employment and Human Services is designated to act as the Coordinator of Mass Care for the Operational Area.
- Health and Safety Code Section 34070 – 34072. Local government is to provide or contract with recognized community organizations to make emergency or temporary shelter available for people made homeless by a natural disaster or other emergency. California’s State Emergency Plan, the California Standardized Emergency Management System, and National Incident Management System (NIMS) puts local government at the first level of response for meeting the disaster needs of people in its jurisdiction.
- Standardized Emergency Management System (SEMS) - Chapter 1 of Division 2 of Title 19 of the California Code of Regulations.
- California Master Mutual Aid Agreement.
- § 8593.3 CA. Gov. Code – Requires jurisdictions to incorporate considerations for People with Disabilities and Access or Functional Needs into all planning.
- A December 2019, CA State Auditor’s Report on the 2017 and 2018 California disasters titled, “California Is Not Adequately Prepared to Protect Its Most Vulnerable Residents From Natural Disasters” provides specific examples of

how the DAFN community should be incorporated into local jurisdictional planning.

- California Animal Response Emergency System (CARES). The California Emergency Services Act, Section 8608, includes direction on implementation and authorities of the CARES program.
- California Code of Regulations (Health and Safety Code § 1336.3). Requires each facility licensed by the Department of Health Services to adopt a written emergency plan.
- California Code of Regulations Title 22. Requires Community Care facilities licensed by the Department of Social Services to have a written disaster and mass casualty plan.

City/ County

- City of Antioch Emergency Operations Plan
- City of Antioch Mass Care Annex
- Contra Costa County Emergency Operations Plan
- Contra Costa County Care and Shelter Annex

Emergency Operation Plan

APPENDICES



City of Antioch, California
2021

APPENDICES

Appendix 1: EOC QUICK ACTIVATION GUIDE

Appendix 2: ANTIOCH CITY ORDINANCE – DISASTER COUNCIL

Appendix 3: EMERGENCY CONTACTS – COUNTY, STATE, AND FEDERAL

Appendix 4: CRITICAL INFRASTRUCTURE, UTILITIES & FACILITIES

Appendix 5: CRITICAL FACILITIES PRIORITY LIST

Appendix 6: DISASTER SERVICE WORKER VOLUNTEER PROGRAM

Appendix 7: STATE OF EMERGENCY ORDERS

Appendix 8: STATE OF WAR ORDERS

Appendix 9: ACRONYMS

Appendix 10: TABLES AND FIGURES

APPENDIX 9: ACRONYMS

AA/CA	After Action/Corrective Action
AADT	Annual Average Daily Traffic
AAR	After Action Report
AAR/IP	After Action Report/ Improvement Plan
AC	Area Command
ADA	Americans with Disabilities Act
ADC	Area Disaster Center
ADT	Animal Disaster Team
AO	Administrative Order
AQMD	Air Quality Management District
ARC	American Red Cross
ATC	Applied Technology Council
ATSDR	Agency for Toxic Substances and Disease Registry
BOS	Board of Supervisors
CA	California
Cal EPA	California Environmental Protection Agency
CAL FIRE	California Department of Forestry and Fire Protection
Cal OES	California Governor's Office of Emergency Services
Cal Recycle	California Department of Resources Recycling and Recovery
CalTrans	California Department of Transportation
CALWAS	California Warning System
CAP	Corrective Action Planning
CBO	Community Based Organization
CBRNE	Chemical, Biological, Radiological, Nuclear and Explosive
CCC	Contra Costa County
CCP	Crisis Counseling Programs

CCR	California Code of Regulations
C&D	Construction and Demolition
CD	Civil Defense
CDA	California Disaster Assistance Act
CDBG	Community Development Block Grant
CDC	Centers for Disease Control and Prevention
CDPH	California Department of Public Health
CEPEC	California Earthquake Prediction Evaluation Council
CEQA	California Environmental Quality Act
CERS	Cal EPA California Environmental Reporting System
CERT	Community Emergency Response Team
CESFRS	California Emergency Service Fire Radio System
CESRS	California Emergency Services Radio System
CFR	Code of Federal Regulations
CGC	California Government Code
CGS	California Geological Survey
CHEMTREC	Chemical Transportation Emergency Center
CHP	California Highway Patrol
CISD	Critical Incident Stress Debriefing
CLEMARS	California Law Enforcement Mutual Aid Radio System
CLERS	California Law Enforcement Radio System
CLETS	California Law Enforcement Telecommunications System
CM	Consequence Management
CMS	Changeable Message Signs
COE	Corps of Engineers (US Army)
COG	Continuity of Government
COOP	Continuity of Operations
CPG	Comprehensive Planning Guide

CST	Civil Support Teams
CSWC	California State Warning Center
CWA	Clean Water Act
D-SNAP	Disaster Supplemental Nutrition Assistance Program
DA	Damage Assessment
DAFN	People with Disabilities and others with Access and Functional Needs
DAP	Disaster Assistance Programs
DCM	Disaster Case Management
DCS	Disaster Communications Service
DHS	Department of Homeland Security
DLS	Disaster Legal Services
DMH	California Department of Mental Health
DOC	Department Operations Center
DOD	Department of Defense
DOE	Department of Energy
DOJ	Department of Justice
DOP	Department Operations Plan
DOT	Department of Transportation
DPH	Department of Public Health
DRC	Disaster Recovery Center
DSS	California Department of Social Services
DSW	Disaster Service Worker
DSWVP	Disaster Service Worker Volunteer Program
DUA	Disaster Unemployment Assistance
DWR	California Department of Water Resources
EAS	Emergency Alert System
EDIS	Emergency Digital Information System
EF	Emergency Function

EHSD	Employment and Human Services Department
EIDL	Economic Injury Disaster Loan Program (SBA)
EM	Emergency Management
EMAC	Emergency Management Assistance Compact
EMMA	Emergency Managers Mutual Aid
EMP	Electromagnetic Pulse
EMS	Emergency Medical Services
EMSA	Emergency Medical Services Authority
ENN	Emergency News Network
EO	Executive Orders
EOC	Emergency Operations Center
EOP	Emergency Operating Procedures
EOP	Emergency Operations Plan
EPA	Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act
EPI	Emergency Public Information
E-PREP	Emergency Preparedness
ERT	Emergency Response Team
ESA	Emergency Services Act
ESC	Emergency Services Coordinator
ESF	Emergency Support Functions
ETA	Estimated Time of Arrival
FAA	Federal Aviation Administration
FBI	Federal Bureau of Investigation
FCC	Federal Communications Commission
FCO	Federal Coordinating Officer
FE	Functional Exercise
FEMA	Federal Emergency Management Agency

FHWA	Federal Highway Administration
FMA	Flood Mitigation Assistance
FNS	Food and Nutrition Service
FOSC	Federal On-Scene Coordinator
FSE	Full Scale Exercise
FTS	Field Treatment Sites
GIS	Geographic Information System
GSA	General Services Administration
HAR	Highway Advisory Radio
HAZMAT	Hazardous Materials
HHW	Household Hazardous Waste
HI	Heat Index
HM	Hazard Mitigation
HMGP	Hazard Mitigation Grant Program
HSPD	Homeland Security Presidential Directive
HSAS	Homeland Security Advisory System
HSEEP	Homeland Security Exercise Evaluation Program
HSPD	Homeland Security Presidential Directive
HUD	Housing and Urban Development Program
IAP	Incident Action Plan
IAP	Individual Assistance Program
IC	Incident Commander
ICP	Incident Command Post
ICS	Incident Command System
IDE	Initial Damage Estimate
IHP	Federal Assistance to Individuals and Households Program
IMT	Incident Management Team
IND	Improvised Nuclear Device

IPAWS	Integrated Public Alert and Warning System
IRS	U.S. Internal Revenue Service
IT	Information Technology
JDIC	Justice Data Interface Controller
JFO	Joint Field Office
JIC	Joint Information Center
JIS	Joint Information System
JOC	Joint Operations Center
JPA	Joint Powers Agreement
LAC	Local Assistance Center
LECC	Local Emergency Communications Committees
LEPC	Local Emergency Planning Committee
LFA	Lead Federal Agency
LHMP	Local Hazard Mitigation Plan
LNO	Liaison Officer
LOS	Level of Service
LP	California Local Area Primary Stations
MACS	Multi-Agency Coordination System
MBO	Management by Objectives
MC	Mobilization Center
MHOAC	Medical and Health Operational Area Coordinator
MSA	Multi-Purpose Staging Area
MYTEP	Multi-Year Training and Exercise Program
NAWAS	National Warning System
NCS	National Communications System
NDMS	National Disaster Medical System
NEMIS	National Emergency Management Information System
NEPA	National Environmental Policy Act

NFIP	National Flood Insurance Program
NHPA	National Historic Preservation Act
NIMS	National Incident Management System
NOAA	National Oceanic and Atmospheric Administration
NOGA	Notice of Grant Award
NRC	Nuclear Regulatory Commission
NRCS	Natural Resources Conservation Service
NRF	National Response Framework
NSHM	National Seismic Hazard Maps
NTAS	National Terrorism Advisory System
NW	Neighborhood Watch
NWS	National Weather Service
NWR	National Weather Service Radio
OA	Operational Area
OASIS	Operational Area Satellite Information System
OEM	Office of Emergency Management
OES	Office of Emergency Services
OHS	Office of Homeland Security
OSC	On-Scene Coordinator
OSHA	Occupational Safety and Health Administration
PA	Public Assistance
PAO	Public Assistance Officer
PAP	Public Assistance Programs
PDD	Presidential Decision Directive
PDM	Pre-Disaster Mitigation
PHS	Public Health Service
PIO	Public Information Officer
PL	Public Law

PNP	Private Nonprofit Organization
POC	Point of Contact
PPE	Personal Protective Equipment
PSI	Pounds per Square Inch
PUC	California Public Utilities Commission
PW	Project Worksheet
RACES	Radio Amateur Civil Emergency Services
RAN	Radio Alert Network
RDMHC	Regional Disaster Medical and Health Coordinator
REOC	Regional Emergency Operations Center
RESTAT	Resources Status
RFC	Repetitive Flood Claims
SA	Salvation Army
SAP	Safety Assessment Program
SAR	Search and Rescue
SARA	Superfund Amendment Reauthorization Act (Title III)
SAT	Safety Assessment Team
SBA	Small Business Administration
SCAQMD	South Coast Air Quality Management District
SCBA	Self-Contained Breathing Apparatus
SCO	State Coordinating Officer
SCOPE	Sheriff's Community Organized Policing Effort
SDARS	Satellite Digital Audio Radio
SEMS	Standardized Emergency Management System
SEP	State Emergency Plan
SITREP	Situation Report
SNAP	Specific Needs Disaster Voluntary Registry
SNS	Strategic National Stockpile


SO	Safety Officer
SOC	State Operations Center
SPO	Standard Operating Procedure
SRL	Severe Repetitive Loss
SSGP	State Supplemental Grant Program
START	Superfund Technical Assistance Response Team
SUV	Spontaneous Unaffiliated Volunteer
TDA	NTSB Transportation Disaster Assistance Division
TH	Temporary Housing
TTX	Table Top Exercise
UAS	Unique Alert System
UC	Unified Command
UCERF 2	Uniform California Earthquake Rupture Forecast, Version 2
USACE	United States Army Corps of Engineers
USAR	Urban Search and Rescue
USDA	United States Department of Agriculture
USGS	United States Geological Survey
VIPS	Very Important Persons
VOAD	Volunteer Organizations Active in Disaster
VSAT	Very Small Aperture Terminal
WEA	Wireless Emergency Alert System
WGCEP	Working Group of California Earthquake Probabilities
WMD	Weapons of Mass Destruction
WMD-CST	Weapons of Mass Destruction Civil Support Team

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 14, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Side Letter Agreement between the City of Antioch and the Confidential Benefit Unit Salary Adjustments from the Total Compensation Study Final Report.

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- 1) Approving the Side Letter Agreement between the City of Antioch and the Confidential Benefit Unit Salary Adjustments from the Total Compensation Study Final Report dated August 31, 2021 Appendix IV: Salary Range Placement Recommendations;
- 2) Authorize the City Manager or designee to execute the Side Letter Agreement between the City of Antioch and the Confidential Benefit Unit; and
- 3) Authorize the Finance Director to make any necessary adjustments to the Fiscal Year 2021/22 and Fiscal Year 2022/23 budget to implement the provisions of the Side Letter Agreement.

FISCAL IMPACT

The estimated fiscal impact of the Confidential Benefit Unit Side Letter for FY2021/22 is \$219,599.

DISCUSSION

Representatives of the City and the Confidential Benefit Unit have been meeting and conferring in good faith to negotiate an agreement and finalize the Memorandum of Understanding. The current term of the Memorandum of Understanding is October 1, 2016 through September 30, 2021.

During the course of negotiating, the City Council and the Confidential Benefit Unit reached an agreement on a Side Letter memorializing the salary range placement recommendations of Appendix IV of the Total Compensation Study Final report dated

August 31, 2021 for the Confidential Benefit Unit. Some terms of the Side Letter Agreement are:

- The salary adjustments shall be effective the first full pay period after October 1, 2021.
- A total of thirteen classifications will have salary increases ranging from 0.42% to 17.03%.

Please refer to Exhibit 1 of the Resolution for the details of the Side Letter Agreement.

The City and the Confidential Benefit Unit will continue to meet and confer in good faith to negotiate an agreement and finalize the Memorandum of Understanding.

ATTACHMENTS

A. Resolution

Exhibit 1 to Resolution – Side Letter Agreement between the City of Antioch and The Confidential Benefit Unit.

B. Total Compensation Study Final Report August 31, 2021. Appendix IV: Salary Range Placement Recommendations.

RESOLUTION NO. 2021/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE SIDE LETTER AGREEMENT BETWEEN THE CITY OF ANTIOCH
AND THE CONFIDENTIAL BENEFIT UNIT FOR SALARY ADJUSTMENTS FROM THE
TOTAL COMPENSATION STUDY FINAL REPORT DATED AUGUST 31, 2021
APPENDIX IV: SALARY RANGE PLACEMENT RECOMMENDATIONS**

WHEREAS, the City and the Confidential Benefit Unit had a Memorandum of Understanding covering the period of October 1, 2016 – September 30, 2021;

WHEREAS, in accordance with Government Code Section 3505, the City's Negotiating Team met and conferred in good faith with representatives of Confidential Benefit Unit; and

WHEREAS, representatives of the City and the Confidential Benefit Unit reached a Side Letter Agreement for salary adjustments from the Total Compensation Study Final Report dated August 31, 2021 Appendix IV: Salary Range Placement Recommendations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch as follows:

Section 1. The Side Letter Agreement between the City of Antioch and Confidential Benefit Unit as provided in the attached Exhibit 1 and herein incorporated by reference, is approved;

Section 2. The City Manager or designee is authorized to execute the Side Letter Agreement as provided in the attached Exhibit 1; and

Section 3. The Finance Director is authorized to make any necessary adjustments to the Fiscal Year 2021/22 and Fiscal Year 2022/23 budget to implement the provisions of the Side Letter Agreement.

* * * * *

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 14th day of December, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

**SIDE LETTER AGREEMENT
BETWEEN
THE CITY OF ANTIOCH
AND
THE CONFIDENTIAL BENEFIT UNIT**

This Side Letter is by and between the Confidential Unit ("Bargaining Unit") and the City of Antioch ("City") and is effective following ratification by the Bargaining Unit and approval by the City Council.

To enhance recruitment of new employees and retention of existing employees in certain job classifications represented by the Bargaining Unit, the City and the Bargaining Unit agree to adjust the salary ranges of the following classifications as recommended in Appendix IV: Salary Range Placement Recommendations in the City's August 31, 2021 Total Compensation Study Final Report prepared by Koff & Associates. These equity adjustments shall be effective in the first full pay period after October 1, 2021 as follows:


<u>Classification</u>	<u>Current Step E</u>	<u>New Step E</u>
Administrative Analyst I	\$7,318	\$8,502 (+16.19%)
Administrative Analyst II	\$8,059	\$9,385 (+16.46%)
Administrative Analyst III	\$8,949	\$10,359 (+15.76%)
Administrative Assistant I	\$4,681	\$4,701 (+0.42%)
Administrative Assistant II	\$5,160	\$5,189 (+0.56%)
Administrative Assistant III	\$5,676	\$5,727 (+0.91%)
Deputy City Clerk	\$6,112	\$7,153 (+17.03%)
Executive Assistant	\$7,305	\$7,895 (+8.08%)
Executive Legal Assistant	\$6,680	\$6,808 (+1.92%)
Human Resources Analyst	\$7,273	\$8,502 (+16.90%)
Lead Police Records Technician	\$5,676	\$5,871 (+3.43%)
Legal Secretary	\$6,072	\$6,168 (+1.58%)
Senior Executive Assistant	\$7,677	\$8,715 (+13.52%)

The percentage change from the current Step E to the new Step E is listed in green next to the new Step E in the table above. Steps A through D will be adjusted accordingly as reflected on the attached salary schedule.

The terms of this Side Letter will be incorporated into the next MOU between the City and the Bargaining Unit. Except as specifically amended by this Side Letter, all other terms and conditions of the MOU between the City and the Bargaining Unit remain unchanged.

For the City of Antioch:

For Confidential Benefit Unit:



Date: _____

Date: 12/9/21

CITY OF ANTIOCH
SALARY SCHEDULE

<u>Unit</u>	<u>Classification</u>	<u>Effective Date</u>	<u>MONTHLY SALARY STEPS</u>					
			<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
CONFIDENTIAL								
Confidential	Accounting Technician		4,804	5,044	5,296	5,561	5,839	N/A
Confidential	Accounting Technician II		5,296	5,561	5,839	6,131	6,438	N/A
Confidential	Administrative Analyst I		6,021	6,322	6,638	6,970	7,318	N/A
Confidential	Administrative Analyst II		6,994	7,344	7,711	8,097	8,502	N/A
Confidential	Administrative Analyst III		6,629	6,961	7,309	7,675	8,059	N/A
Confidential	Administrative Analyst III		7,719	8,106	8,511	8,938	9,385	N/A
Confidential	Administrative Assistant I		7,362	7,730	8,116	8,522	8,949	N/A
Confidential	Administrative Assistant II		8,522	8,948	9,395	9,865	10,359	N/A
Confidential	Administrative Assistant II		3,852	4,045	4,247	4,459	4,681	N/A
Confidential	Administrative Assistant III		3,869	4,062	4,265	4,478	4,701	N/A
Confidential	Deputy City Clerk		4,246	4,458	4,680	4,914	5,160	N/A
Confidential	Executive Assistant		4,270	4,484	4,707	4,942	5,189	N/A
Confidential	Executive Legal Assistant		4,670	4,904	5,149	5,406	5,676	N/A
Confidential	Executive Legal Assistant		4,711	4,947	5,194	5,454	5,727	N/A
Confidential	Executive Legal Assistant		5,028	5,280	5,544	5,821	6,112	N/A
Confidential	Executive Legal Assistant		5,884	6,179	6,488	6,812	7,153	N/A
Confidential	Executive Legal Assistant		6,009	6,310	6,626	6,957	7,305	N/A
Confidential	Executive Legal Assistant		6,494	6,820	7,161	7,519	7,895	N/A
Confidential	Executive Legal Assistant		5,495	5,770	6,059	6,362	6,680	N/A
Confidential	Executive Legal Assistant		5,601	5,881	6,175	6,484	6,808	N/A

CITY OF ANTIOCH
SALARY SCHEDULE

<u>Unit</u>	<u>Classification</u>	<u>Effective Date</u>	<u>MONTHLY SALARY STEPS</u>					
			<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
Confidential	Human Resources Analyst		5,984	6,283	6,597	6,927	7,273	N/A
			6,994	7,344	7,711	8,097	8,502	N/A
Confidential	Human Resources Technician		5,499	5,774	6,063	6,366	6,684	N/A
Confidential	Lead Police Records Technician		4,670	4,904	5,149	5,406	5,676	N/A
			4,830	5,071	5,325	5,591	5,871	N/A
Confidential	Legal Secretary		4,996	5,246	5,508	5,783	6,072	N/A
			5,074	5,328	5,594	5,874	6,168	N/A
Confidential	Payroll Specialist		5,977	6,276	6,590	6,920	7,266	N/A
Confidential	Payroll Specialist II		6,576	6,904	7,249	7,611	7,992	N/A
Confidential	Senior Administrative Assistant		4,996	5,246	5,508	5,783	6,072	N/A
Confidential	Senior Executive Assistant		6,315	6,631	6,963	7,311	7,677	N/A
			7,170	7,529	7,905	8,300	8,715	N/A



August 31, 2021

Total Compensation Study Final Report

City of Antioch

KOFF & ASSOCIATES

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August 31, 2021

Ms. Nickie Mastay, Administrative Services Director
City of Antioch/Human Resources Department
200 H St.
Antioch, CA 94531

Dear Ms. Mastay:

Koff & Associates is pleased to present the Total Compensation Study Final Report to the City of Antioch. This report documents the market compensation survey methodology, findings, and recommendations for implementation.

We would like to thank you for your assistance and cooperation without which this study could not have been brought to its successful completion.

We will be glad to answer any questions or clarify any points as you are implementing the findings and recommendations. It was a pleasure working with the City and we look forward to future opportunities to provide you with professional assistance.

Very truly yours,



Katie Kaneko
President



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EXECUTIVE SUMMARY

Background

In October 2020, Koff & Associates (“K&A”) was contracted to perform a comprehensive Total Compensation Study for the City of Antioch (City). All compensation findings and recommendations are presented in this report.

This compensation review process was precipitated by:

- The concern of the City Council and management that employees should be recognized for the level and scope of work performed and that they are paid on a fair and competitive basis that allows the City to recruit and retain a high-quality staff;
- The desire to have a compensation plan that can meet the needs of the City; and
- The desire to ensure that internal relationships of salaries are based upon objective, non-quantitative evaluation factors, resulting in equity across the City.

The goals of the compensation study are to assist the City in developing a competitive pay and benefit plan, which is based upon market data, and to ensure that the plan is fiscally responsible and meets the needs of the City with regards to recruitment and retention of qualified staff.

Summary of Findings

This report summarizes the study methodology, analytical tools, and the total compensation (salary and benefits) survey findings. The results of the total compensation study showed:

- The City’s **base salaries, overall, in comparison to the market median are 7.0% below the market.**
- The City’s Classic **total compensation, overall, in comparison to the market median is 2% below the market.**
- The City’s PEPR **total compensation, overall, in comparison to the market median is 5.4% below the market.**
- The City’s **benefits package** puts the City in a more competitive position compared to the market and, therefore, salary decisions should be based on total compensation versus base salary market results.
- K&A considers a classification falling within 5% of the median to be competitive.

STUDY PROCESS

Benchmark Classifications

The study included 203 classifications, and of those 118 classifications were selected in order to collect salary and benefits data within the defined labor market. Classifications that we would expect to provide a sufficient sample for analysis were selected as “benchmarks” to use as the



basis to build the compensation plan. Benchmark classifications are those classifications that are compared to the market, and these classifications are used as a means of anchoring the City's overall compensation plan to the market. Other classifications not surveyed will be included in the compensation plan and aligned to the benchmark classifications using internal equity principles.

The benchmark classifications are listed in Table 1.

Table 1. Benchmark Classification

Classification Title	
1.	Accountant II
2.	Accounting Technician II
3.	Administrative Analyst II
4.	Administrative Assistant II
5.	Administrative Services Director
6.	Animal Care Attendant*
7.	Animal Control Officer
8.	Animal Services Manager
9.	Animal Services Technician
10.	Aquatics Maintenance Worker II
11.	Assistant City Engineer
12.	Assistant City Manager
13.	Assistant to the City Manager
14.	Associate Community Development Technician
15.	Associate Development Services/Engineering Technician
16.	Associate Engineering Technician
17.	Associate Public Works Technician
18.	Associate Civil Engineer
19.	Associate Planner
20.	Associate Transportation Engineer
21.	Building Attendant*
22.	Building Inspection Services Manager
23.	Building Inspector II
24.	Business License Representative II
25.	Camp Director*
26.	Cashier*
27.	City Attorney
28.	City Manager
29.	Code Enforcement Maintenance Worker II
30.	Code Enforcement Manager
31.	Code Enforcement Officer



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Classification Title
32. Collection Systems Superintendent
33. Collection Systems Supervisor
34. Collection Systems Worker II
35. Community Development Director
36. Community Services Officer
37. Computer Technician
38. Crime Analyst
39. Crime Data Technician
40. Cross-Connection Control Specialist II
41. Customer Service Representative II
42. Deputy City Attorney
43. Deputy City Clerk
44. Deputy Public Works Director
45. Doctor of Veterinary Medicine
46. Economic Development Director
47. Economic Development Program Manager
48. Equipment Mechanic II
49. Equipment Operator
50. Executive Assistant
51. Executive Legal Assistant
52. Facility Maintenance Worker II
53. Finance Director
54. Finance Services Supervisor
55. Fleet Service Technician
56. General Laborer
57. GIS Specialist
58. Human Resources Analyst
59. Human Resources Director
60. Human Resources Technician
61. Information Systems Director
62. Information Systems Project Manager
63. Instructor II*
64. Laboratory Assistant II
65. Landscape Maintenance Worker II
66. Lifeguard/Swim Instructor*
67. Maintenance Helper – Facilities*
68. Marina Attendant
69. Marina Leadworker/Property Manager
70. Marina Maintenance Worker II
71. Meter Service Worker



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Classification Title	
72.	Network Administrator
73.	Office Assistant*
74.	Operations Supervisor
75.	Parks and Recreation Director
76.	Payroll Specialist II
77.	Planning Manager
78.	Police Captain
79.	Police Chief
80.	Police Communications Supervisor
81.	Police Dispatcher
82.	Police Lieutenant
83.	Police Officer
84.	Police Records Supervisor
85.	Police Records Technician
86.	Police Sergeant
87.	Project Manager
88.	Public Information/Communications Officer
89.	Public Works Director/City Engineer
90.	Public Works Inspector
91.	Recreation Leader II*
92.	Recreation Programs Coordinator
93.	Recreation Services Manager
94.	Recreation Specialist
95.	Recreation Supervisor
96.	Recycling Assistant
97.	Referee – Adult*
98.	Registered Veterinary Technician
99.	Risk Manager
100.	Senior Administrative Assistant
101.	Senior Bus Driver*
102.	Senior Civil Engineer
103.	Senior Planner
104.	Senior Traffic Engineer
105.	Street Maintenance Worker II
106.	Teacher*
107.	Volunteer Coordinator*
108.	Warehouse Worker II
109.	Water Distribution Operator II
110.	Water Distribution Superintendent
111.	Water Distribution Supervisor



Classification Title
112. Water Quality Analyst
113. Water Treatment Instrument Technician II
114. Water Treatment Maintenance Worker II
115. Water Treatment Plant Operator
116. Water Treatment Plant Superintendent
117. Water Treatment Plant Supervisor
118. Youth Services Network Manager

*Denotes hourly employees.

Comparator Agencies

Another important step in conducting a market salary study is the determination of appropriate agencies for comparison. In developing the list of potential comparator agencies, K&A evaluated the following factors:

- 1. Organizational type and structure** – Generally, it is recommended that agencies of a similar size and providing similar services to that of the City be used as comparators. When it comes to technical classes, the size of an organization is not as critical, as these classes perform fairly similar work. The difference in size of an organization becomes more important when comparing classes at the management level. The scope of work and responsibility for management becomes much larger as an organization grows. Factors such as management of a large staff, consequence of error, the political nature of the job, and its visibility all grow with larger organizations. When it is difficult to find agencies that are similarly sized, it is important to get a good balance of smaller and larger agencies.
- 2. Similarity of population, staff, and operational budgets** – These elements provide guidelines in relation to resources required (staff and funding) and available for the provision of services.
- 3. Scope of services provided** – For the majority of classifications, it is important to select agencies providing similar services. Organizations providing the same services are ideal for comparators and most comparator agencies surveyed provide similar services to the City.
- 4. Labor market and geographic location** – Today's labor market reality is that many agencies are in competition for the same pool of qualified employees because large portions of the workforce do not live in the communities they serve, are accustomed to lengthy commutes, and are more likely to consider changing jobs in a larger geographic area than in the past. Furthermore, by selecting employers within a geographic proximity to the City, the resulting labor market data generally reflects the region's cost of living, housing costs, growth rate, and other demographic characteristics to the same extent as competing employers to the City. Therefore, the geographic labor market area where the



City may be recruiting from or losing employees to, was taken into consideration when selecting comparator organizations.

All factors mentioned were considered in selecting the group of comparator agencies. The City agreed to the following list of twelve (12) agencies.

Table 2. Comparator Agencies

Agency
1. City of Alameda
2. City of Benicia
3. City of Brentwood
4. City of Concord
5. City of Manteca
6. City of Martinez
7. City of Oakley
8. City of Pittsburg
9. City of Richmond
10. City of Tracy
11. City of Vacaville
12. City of Walnut Creek

Salary and Benefits Data

The last element requiring discussion prior to beginning a market survey is the specific benefit data that will be collected and analyzed. The following salary and benefits data was collected for each benchmark classification (the cost of these benefits to each agency was converted into dollar amounts and can be found in Appendix II [Benefit Detail] of this report; these amounts were added to base salaries for total compensation purposes).

1. Monthly Base Salary

The top of the salary range and/or control point. All figures are presented on a monthly basis.

2. Employee Retirement

The retirement reflects the benefits offered to the majority of the employees:

- **PERS Formula:** The service retirement formula. Each agency has multiple retirement formula tiers. For this market survey, K&A collected retirement benefits for both the Classic and PEPRA retirement tiers.
- **Enhanced Formula Cost:** The baseline PERS formula is 2%@62 for miscellaneous employees and 2%@57 for safety employees. There are often enhanced formulas granted within the classic tier, which reflects a cost to the employer for offering a formula with a higher benefit than the baseline formula. For each enhanced formula,



the cost to the employer is based on a state-wide actuarial percentage calculated by PERS. The percentage value for each enhanced formula is:

- **Miscellaneous Employees**
 - 2%@60: 1.2%
 - 2%@55: 2.9%
 - 2.5%@55: 5.2%
 - 2.7%@55: 7.0%
 - 3%@60: 8.0%
- **Safety Employees**
 - 2%@55: 0.6%
 - 2.5%@57: 3.8%
 - 2.7%@57: 4.9%
 - 2%@50: 6.0%
 - 3%@55: 8.5%
 - 3%@50: 10.3%
- **Employer Paid Member Contribution:** The amount of the employee's contribution to PERS that is paid by the employer (Employer Paid Member Contribution).
- **Single Highest Year:** The period for determining the average monthly pay rate when calculating retirement benefits. The base period is 36 highest paid consecutive months. When final compensation is based on a shorter period of time, such as 12 months' highest paid consecutive months, there is a cost to the employer. Similar to the enhanced formula, the cost to the employer is based on a state-wide actuarial percentage calculated by PERS. K&A took the midpoint of the range and multiplied the percentage by the top monthly salary to calculate the cost of the final compensation. This will only apply to the classic tier.
- **Social Security:** If an employer participates in Social Security, then the employer contribution of 6.2% of the base salary up to the federally determined maximum contribution of \$737.80.
- **Other:** Any other retirement contributions made by the employer.

3. Deferred Compensation

Deferred compensation contributions provided to all employees of a classification with or without requiring the employee to contribute is reported.

4. Insurances

The employer paid premiums for an employee with family coverage was reported. The employer paid insurances included:

- Cafeteria/Flexible Benefit Plan
- Medical
- Dental
- Vision



- Other

5. Leaves

Other than sick leave, which is usage-based, the number of hours off for which the employer is obligated. All hours have been translated into direct salary costs.

- **Vacation:** The number of paid time-off (or vacation) hours available to all employees who have completed five years of employment.
- **Holidays:** The number of holiday hours (including floating hours) available to employees.
- **Administrative:** Administrative (or management) leave is normally the number of paid leave hours available to Fair Labor Standards Act (“FLSA”) Exempt and/or management to reward for extraordinary effort (in lieu of overtime). This leave category may also include personal leave which may be available to augment vacation or other time off.

6. Auto Allowance

This category includes either the provision of an auto allowance or the provision of an auto for personal use only. If a vehicle is provided to any classification for commuting and other personal use, the average monthly rate is estimated at \$450. Mileage reimbursement is not included.

7. Other

This category includes any additional other benefits not captured above available to all in the class.

All of the benefit elements are negotiated benefits provided to all employees in the classification. As such, they represent an ongoing cost for which an agency must budget. Other benefit costs, such as sick leave, tuition reimbursement, and reimbursable mileage are usage-based and cannot be quantified on an individual employee basis.

Data Collection

Data was collected during the months of December 2020 and January 2021, through comparator agency websites, conversations with human resources, accounting, and/or finance personnel, and careful review of agency documentation such as classification descriptions, memoranda of understanding, organization charts, and other documents.

Matching Methodology

K&A believes that the data collection step is the most critical for maintaining the overall credibility of any study and relied on the City’s classification descriptions as the foundation for comparison.

When K&A researches and collects data from the comparator agencies to identify possible matches for each of the benchmark classifications, there is an assumption that comparable matches may not be made that are 100% equivalent to the classifications at the City. Therefore,



K&A does not match based upon job titles, which can often be misleading, but rather analyze class descriptions before a comparable match is determined.

K&A's methodology is to analyze each class description and the whole position by evaluating factors such as:

- Definition and typical job functions;
- Distinguishing characteristics;
- Level within a class series (i.e., entry, experienced, journey, specialist, lead, etc.);
- Reporting relationship structure (for example, manages through lower-level staff);
- Education and experience requirements;
- Knowledge, abilities, and skills required to perform the work;
- The scope and complexity of the work;
- Independence of action/responsibility;
- The authority delegated to make decisions and act;
- The responsibility for the work of others, program administration, and for budget dollars;
- Problem solving/ingenuity;
- Contacts with others (both inside and outside of the organization);
- Consequences of action and decisions; and
- Working conditions.

In order for a match to be included, K&A requires that a classification's "likeness" be at approximately 70% of the matched classification.

When an appropriate match is not identified for one classification, K&A often uses "hybrids" which can be functional or represent a span in scope of responsibility. A functional hybrid means that the job of one classification at the City is performed by two or more classifications at a comparator agency. A "hybrid" representing a span in scope means that the comparator agency has one class that is "bigger" in scope and responsibility and one class that is "smaller," where the City's class falls in the middle.

If an appropriate match could not be found, then no match was reported as a non-comparable (N/C).

Data Spreadsheets

For each benchmark classification, there are three Classic tier and three PEPRA tier information pages:

- Top Monthly Base Salary and Total Compensation Data (2 sheets per benchmark)
 - One sheet is sorted by top monthly
 - One sheet is sorted by total monthly
- Benefit Detail (Monthly Equivalent Values)



The average (mean) and median (midpoint) of the comparator agencies are reported on the top monthly salary and total compensation data spreadsheets. The % above or below that the City is compared to the average and median is also reported.

The mean is the sum of the comparator agencies' salaries/total compensation divided by the number of matches. The median is the midpoint of all data with 50% of data points below and 50% of data points above.

In order to calculate the mean and median, K&A requires that there be a minimum of four (4) comparator agencies with matching classifications to the benchmark classification. The reason for requiring a minimum of four matches is so that no one classification has undue influence on the calculations. Sufficient data was collected from the comparator agencies for 85 of the 118 benchmark classifications.

When using survey data to make salary range recommendations and adjustments, K&A recommends using the median, rather than the mean, because the median is not skewed by extremely high or low salary values.

MARKET COMPENSATION FINDINGS

The following table represents a summary of the market top monthly (base) salary and total compensation (base salary plus benefits [retirement, insurance, leaves, and allowances]) findings. Data spreadsheets were developed using two approaches for capturing retirement information; one reflecting retirement for employees in the classic tier and one for PEPRA tier employees. For each benchmark classification, the number of matches (agencies with a comparable position) and percent above or below the top monthly salary market median and total compensation market median is listed. The table is sorted by top monthly salary in descending order from the most positive percentile (above market) to the most negative (below market).

Table 3. Market Compensation Results Summary

Classification Title	# of Matches	Top Monthly % Above or Below	Total Compensation % Above or Below CLASSIC	Total Compensation % Above or Below PEPRA
Police Records Supervisor	9	20.2%	16.5%	12.4%
City Manager	12	15.2%	16.7%	13.3%
Payroll Specialist II	6	15.1%	11.6%	7.2%
Water Quality Analyst	7	14.0%	14.4%	10.2%
Police Captain	11	13.5%	15.4%	12.6%
Water Treatment Plant Operator	7	13.4%	13.7%	8.6%
Police Lieutenant	12	13.3%	15.3%	12.9%



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Classification Title	# of Matches	Top Monthly % Above or Below	Total Compensation % Above or Below CLASSIC	Total Compensation % Above or Below PEPRA
Associate Development Services/Engineering Technician	11	11.1%	8.2%	4.4%
Water Treatment Plant Superintendent	6	10.6%	10.4%	6.5%
Police Communications Supervisor	8	10.2%	8.6%	4.2%
Police Sergeant	12	9.9%	10.2%	10.6%
Associate Engineering Technician	11	9.6%	7.5%	3.2%
Operations Supervisor	12	9.4%	10.4%	5.9%
Police Officer	12	9.0%	8.3%	8.7%
Associate Community Development Technician	12	8.9%	6.8%	2.9%
Laboratory Assistant II	5	7.2%	5.6%	0.1%
Customer Service Representative II	4	6.9%	5.8%	1.4%
Collection Systems Superintendent	4	5.6%	4.6%	2.1%
Project Manager	7	5.4%	7.2%	3.6%
Accounting Technician II	11	4.2%	3.6%	-0.4%
Police Chief	12	3.9%	3.1%	9.7%
Water Treatment Plant Supervisor	5	3.9%	4.2%	1.9%
Economic Development Director	10	3.1%	13.1%	9.7%
Police Dispatcher	10	1.7%	7.7%	4.1%
Street Maintenance Worker II	12	1.1%	1.8%	-1.6%
Collection Systems Worker II	6	1.0%	-1.3%	-3.3%
Facility Maintenance Worker II	11	0.8%	0.7%	-3.2%
Landscape Maintenance Worker II	12	0.8%	-0.9%	-2.6%
Building Inspector II w/ Cert.	12	0.4%	-0.4%	-4.7%
Senior Administrative Assistant	6	0.2%	3.8%	-0.1%
Equipment Operator	9	-0.2%	-0.1%	-4.4%
Community Services Officer	10	-0.4%	5.4%	1.9%
Human Resources Technician	9	-0.4%	4.4%	1.0%
Associate Planner	11	-1.0%	-1.1%	-4.8%
Equipment Mechanic II	11	-1.0%	-0.9%	-4.6%
Administrative Assistant II	11	-1.2%	0.7%	-2.3%
Water Treatment Maintenance Worker II	7	-2.1%	-2.7%	-7.5%
Water Distribution Superintendent	5	-3.5%	-9.7%	-14.2%
Executive Assistant	11	-4.8%	-7.2%	-10.9%
Executive Legal Assistant	5	-5.7%	-0.6%	-3.9%
Crime Analyst	6	-5.9%	-8.2%	-11.9%



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Classification Title	# of Matches	Top Monthly % Above or Below	Total Compensation % Above or Below CLASSIC	Total Compensation % Above or Below PEPRA
Meter Service Worker	7	-6.0%	-1.0%	-4.2%
Public Works Inspector	10	-6.0%	-4.6%	-8.1%
Senior Planner	11	-6.4%	-4.6%	-9.6%
Assistant City Manager	11	-6.6%	1.7%	-0.3%
City Attorney	8	-6.7%	-4.3%	-6.8%
Code Enforcement Officer	12	-6.7%	-4.6%	-8.5%
Public Information/Communications Officer	7	-6.8%	-2.3%	-6.6%
Community Development Director	11	-7.8%	1.6%	0.0%
Assistant City Engineer	10	-8.2%	-5.1%	-9.9%
Water Distribution Operator II	7	-8.3%	-10.4%	-15.8%
Police Records Technician	11	-8.9%	-4.6%	-5.3%
Deputy Public Works Director	9	-9.4%	-6.8%	-12.0%
Building Inspection Services Manager	12	-9.9%	-8.3%	-12.4%
Information Systems Director	10	-10.0%	2.2%	-0.8%
Accountant II	10	-10.5%	-7.0%	-10.8%
Administrative Analyst II	11	-11.1%	-16.4%	-19.6%
Recreation Supervisor	9	-11.2%	-7.4%	-12.0%
Finance Director	12	-12.4%	-3.4%	-5.9%
Associate Transportation Engineer	10	-12.8%	-13.3%	-16.6%
Parks and Recreation Director	9	-13.6%	-4.5%	-4.4%
Public Works Director/City Engineer	12	-13.6%	-3.2%	-6.3%
General Laborer	6	-13.7%	-6.3%	-10.0%
Deputy City Attorney	7	-14.9%	-11.6%	-12.0%
Water Distribution Supervisor	5	-15.5%	-5.0%	-9.9%
Deputy City Clerk	10	-15.6%	-17.2%	-20.0%
Associate Civil Engineer	11	-15.7%	-13.7%	-19.0%
Water Treatment Instrument Technician II	6	-16.8%	-12.5%	-18.7%
Planning Manager	11	-18.0%	-8.2%	-13.5%
Recreation Leader II	8	-18.0%	N/A	N/A
Network Administrator	4	-18.5%	-18.8%	-21.5%
Senior Civil Engineer	9	-18.9%	-14.4%	-17.5%
Senior Traffic Engineer	9	-18.9%	-14.4%	-17.5%
Human Resources Analyst	11	-21.3%	-18.0%	-20.4%
Human Resources Director	10	-22.4%	-9.0%	-12.4%
Lifeguard/Swim Instructor	8	-22.6%	N/A	N/A
Recreation Programs Coordinator	11	-23.1%	-14.9%	-20.4%



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Classification Title	# of Matches	Top Monthly % Above or Below	Total Compensation % Above or Below CLASSIC	Total Compensation % Above or Below PEPRA
Assistant to the City Manager	6	-24.4%	-17.7%	-23.1%
Computer Technician	8	-25.3%	-19.3%	-23.8%
Economic Development Program Manager	6	-29.8%	-19.3%	-23.5%
Fleet Service Technician	11	-29.9%	-22.6%	-26.7%
Recreation Services Manager	7	-32.0%	-22.5%	-26.5%
Maintenance Helper – Facilities	6	-53.1%	N/A	N/A
Building Attendant	10	-64.8%	N/A	N/A
Office Assistant	7	-68.9%	N/A	N/A
Administrative Services Director	0	Insufficient Data	Insufficient Data	Insufficient Data
Animal Care Attendant*	2	Insufficient Data	N/A	N/A
Animal Control Officer	3	Insufficient Data	Insufficient Data	Insufficient Data
Animal Services Manager	1	Insufficient Data	Insufficient Data	Insufficient Data
Animal Services Technician	0	Insufficient Data	Insufficient Data	Insufficient Data
Aquatics Maintenance Worker II	0	Insufficient Data	Insufficient Data	Insufficient Data
Associate Public Works Technician	2	Insufficient Data	Insufficient Data	Insufficient Data
Business License Representative II	2	Insufficient Data	Insufficient Data	Insufficient Data
Camp Director*	2	Insufficient Data	N/A	N/A
Cashier*	1	Insufficient Data	N/A	N/A
Code Enforcement Maintenance Worker II	0	Insufficient Data	Insufficient Data	Insufficient Data
Code Enforcement Manager	2	Insufficient Data	Insufficient Data	Insufficient Data
Collection Systems Supervisor	2	Insufficient Data	Insufficient Data	Insufficient Data
Crime Data Technician	2	Insufficient Data	Insufficient Data	Insufficient Data
Cross-Connection Control Specialist II	3	Insufficient Data	Insufficient Data	Insufficient Data
Doctor of Veterinary Medicine	0	Insufficient Data	Insufficient Data	Insufficient Data
Finance Services Supervisor	3	Insufficient Data	Insufficient Data	Insufficient Data
GIS Specialist	3	Insufficient Data	Insufficient Data	Insufficient Data
Information Systems Project Manager	1	Insufficient Data	Insufficient Data	Insufficient Data
Instructor II*	1	Insufficient Data	N/A	N/A
Marina Attendant	1	Insufficient Data	Insufficient Data	Insufficient Data
Marina Leadworker/Property Manager	1	Insufficient Data	Insufficient Data	Insufficient Data
Marina Maintenance Worker II	2	Insufficient Data	Insufficient Data	Insufficient Data
Recreation Specialist	3	Insufficient Data	Insufficient Data	Insufficient Data
Recycling Assistant	1	Insufficient Data	Insufficient Data	Insufficient Data
Referee – Adult*	2	Insufficient Data	N/A	N/A
Registered Veterinary Technician	0	Insufficient Data	Insufficient Data	Insufficient Data
Risk Manager	2	Insufficient Data	Insufficient Data	Insufficient Data



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Classification Title	# of Matches	Top Monthly % Above or Below	Total Compensation % Above or Below CLASSIC	Total Compensation % Above or Below PEPRA
Senior Bus Driver*	0	Insufficient Data	N/A	N/A
Teacher*	1	Insufficient Data	N/A	N/A
Volunteer Coordinator*	2	Insufficient Data	N/A	N/A
Warehouse Worker II	3	Insufficient Data	Insufficient Data	Insufficient Data
Youth Services Network Manager	0	Insufficient Data	Insufficient Data	Insufficient Data

Base Salary

Base salary market results show that 55 classifications are paid below the market median, 30 classifications are paid above the market median, and 33 classifications had insufficient data, 8 of which were part time classifications.

# of Classifications	<5%	5-10%	10-15%	15% +	Total
Below the Market Median	9	16	9	21	55
Above the Market Median	11	9	7	3	30

Total Compensation

Total compensation market Classic tier results show that 47 classifications are paid below the market median, 33 classifications are paid above the market median, 25 classifications had insufficient data, and 13 part-time classifications were designated "N/A", as benefits were not collected.

# of Classifications	<5%	5-10%	10-15%	15% +	Total
Below the Market Median	19	11	8	9	47
Above the Market Median	12	10	7	4	33

Total compensation market PEPRA tier results show that 54 classifications are paid below the market median, 26 classifications are paid above the market median, 25 classifications had insufficient data, and 13 part-time classifications were designated "N/A", as benefits were not collected.

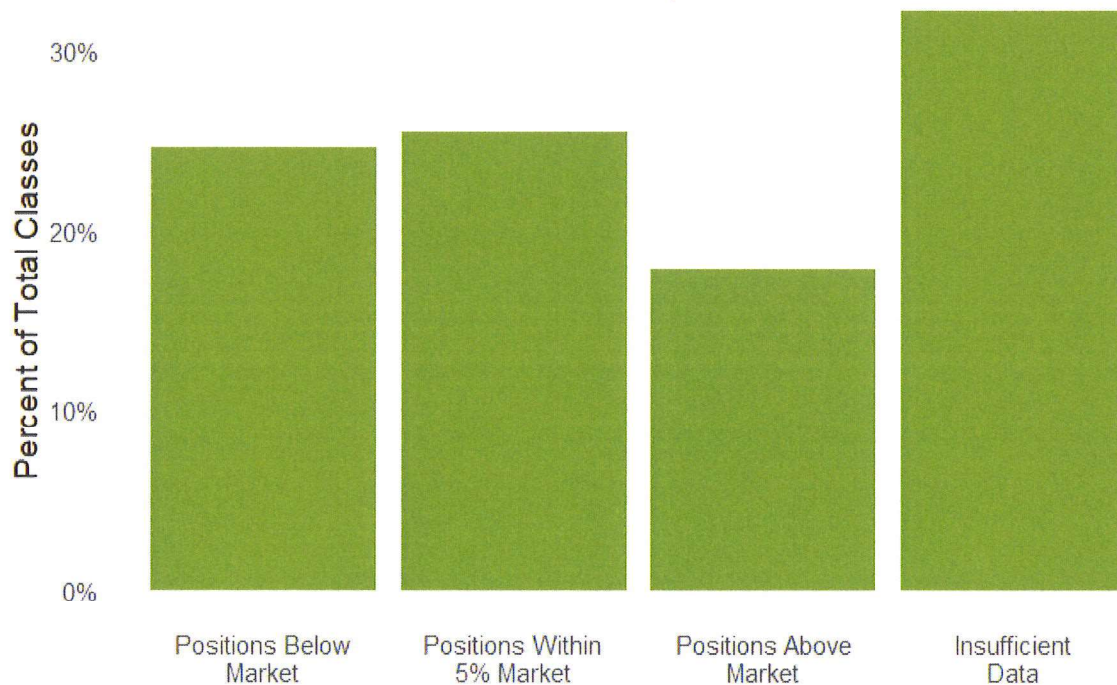
# of Classifications	<5%	5-10%	10-15%	15% +	Total
Below the Market Median	16	12	10	16	54
Above the Market Median	13	7	6	0	26



Generally, a classification falling within 5% of the median is considered to be competitive in the labor market for salary survey purposes because of the differences in compensation policy, actual scope of work, and position requirements. However, the City can adopt a different standard.

Overall, the differences between market base salaries and total compensation indicate that the City's benefits package puts the City at a more competitive advantage. Further analysis indicates that, on average, classifications are 7.0% below the market median for base salaries, while that figure changes to 2.0% below the market median for Classic total compensation and 5.4% below market median for PEPRA total compensation, which is a difference of 5.0% for Classic and 1.6% for PEPRA (i.e., the City "gains" a 5.0% for Classic or 1.6% for PEPRA competitive advantage when taking benefits into consideration).

Figure 1. Market Findings: Percent of benchmarks below, within, and above market



Benefits

The market benefits data reveals the major contributing factors that give the City a competitive advantage are the City's contributions to retirement, offering single highest year compensation, reporting employer paid member contribution (EPMC) as special compensation, and contributing to deferred compensation.

When looking at the classic tier, Antioch offers a richer PERS retirement formula than all the other comparators, except for one comparator agency, which is the greatest contributing factor to competitiveness. There are only three comparators that participate both in Social Security, as



well as PERS. There were ten comparators that contributed to another deferred compensation plan in addition to PERS. The City also requires employee cost-sharing towards the employer's retirement cost. There were five other agencies that required cost sharing and five agencies that required cost sharing for safety only. Only one other comparator maintained EPMC, but Antioch is the only agency who reports EPMC as special compensation. Table 4 below summarizes retirement formulas, single highest year, EPMC as special compensation, participation in social security, cost sharing, and if the agency contributes to a deferred compensation plan.

Table 4. Employer Retirement Benefit Contributions

Agency	Retirement Type	PERS Formula	Single Highest Year %	EPMC Reported as Special Compensation Yes / No / N/A	Participate in Social Security?	Employee Cost Sharing?	Contribute to Deferred Compensation Plan?
City of Antioch	Miscellaneous	2.7%@55	.7%	Yes	No	Yes	Yes
City of Alameda	Miscellaneous	2%@55	.5%	N/A	No	Yes	No
City of Benicia	Miscellaneous	2%@60	N/A	No	No	No	Yes
City of Brentwood	Miscellaneous	2%@60	N/A	N/A	No	No	Yes
City of Concord	Miscellaneous	2%@55	.5%	N/A	Yes	No	Yes
City of Manteca	Miscellaneous	2%@60	N/A	N/A	No	Yes	Yes
City of Martinez	Miscellaneous	2%@60	N/A	N/A	Yes	No	Yes
City of Oakley	Miscellaneous	2%@60	.5%	N/A	No	No	Yes
City of Pittsburg	Miscellaneous	2%@60	N/A	N/A	Yes	Yes	Yes
City of Richmond	Miscellaneous	2.7%@55	.7%	N/A	No	No	No
City of Tracy	Miscellaneous	2%@55	N/A	N/A	No	Yes	Yes
City of Vacaville	Miscellaneous	2%@55	.5%	N/A	No	Yes	Yes
City of Walnut Creek	Miscellaneous	2%@60	N/A	N/A	No	No	Yes
City of Antioch	Safety	3%@50	1.2%	Yes	No	Yes	No
City of Alameda	Safety	3%@50	1.2%	N/A	No	Yes	Yes
City of Benicia	Safety	3%@55	N/A	No	No	Yes	No
City of Brentwood	Safety	3%@55	N/A	N/A	No	No	Yes
City of Concord	Safety	3%@50	1.2%	N/A	Yes	Yes	No
City of Manteca	Safety	3%@55	N/A	N/A	No	Yes	Yes
City of Martinez	Safety	3%@55	N/A	N/A	No	Yes	No
City of Oakley	Safety	2.7%@57	N/A	N/A	No	No	No
City of Pittsburg	Safety	3%@55	1.2%	N/A	No	Yes	Yes
City of Richmond	Safety	3%@50	1.2%	N/A	No	Yes	No



Agency	Retirement Type	PERS Formula	Single Highest Year %	EPMC Reported as Special Compensation Yes / No / N/A	Participate in Social Security?	Employee Cost Sharing?	Contribute to Deferred Compensation Plan?
City of Tracy	Safety	3%@55	1.2%	N/A	No	Yes	Yes
City of Vacaville	Safety	2%@50	N/A	N/A	No	Yes	No
City of Walnut Creek	Safety	3%@55	N/A	N/A	No	Yes	No

INTERNAL SALARY RELATIONSHIPS

Building from the salary levels established for identified benchmark classes, internal salary relationships were developed and consistently applied in order to develop specific salary recommendations for all non-benchmarked classifications.

In the future, the City may need to utilize internal alignment practices if the number of staff grows, and additional classifications are added or classifications change. While analyzing internal relationships, the same factors analyzed when comparing the City's classifications to the labor market are used when making internal salary alignment recommendations.

In addition, the following are standard human resources practices that are commonly applied when making salary recommendations based upon internal relationships:

- A salary within 5% of the market average or median is considered to be competitive in the labor market for salary survey purposes because of the differences in compensation policy and actual scope of the position and its requirements. However, the City can adopt a closer standard.
- Certain internal percentages are often applied. Those that are the most common are:
 - The differential between a trainee and experienced (or journey) class in a series (I/II or Trainee/Experienced) is generally 10% to 15%;
 - A lead or advanced journey-level (III or Senior-level) class is generally placed 10% to 15% above the journey-level.
 - A full supervisory class is normally placed at least 10% to 25% above the highest level supervised, depending upon the breadth and scope of supervision.
- When a market or internal equity adjustment is granted to one class in a series, the other classes in the series are also adjusted accordingly to maintain internal equity.

Internal equity between certain levels of classifications is a fundamental factor to be considered when making salary decisions. When conducting a market compensation survey, results can often show that certain classifications that are aligned with each other are not the same in the outside labor market. However, as an organization, careful consideration should be given to



these alignments because they represent internal value of classifications within job families, as well as across the organization.

For the purposes of this study, K&A utilized market data to develop the salary recommendations for all of the benchmarked classifications and used internal equity principles to make the salary recommendations for 85 classifications that were not benchmarked. For the non-benchmarked classifications, internal alignments with other classifications will need to be considered, either in the same class series or those classifications that have similar scope of work, level of responsibility, and “worth” to the City. Where it is difficult to ascertain internal relationships due to unique qualifications and responsibilities, reliance can be placed on past internal relationships. It is important for City management to carefully review these internal relationships and determine if they are still appropriate given the current market data.

It is also important to analyze market data and internal relationships within class series as well as across the organization, and adjust salary range placements, as necessary, based on the needs of the organization.

The City may want to make internal equity adjustments or alignments, as it implements the compensation strategy. This market survey is only a tool to be used by the City to determine market indexing and salary determination.

RECOMMENDATIONS

Pay Philosophy

The City has many options regarding what type of compensation plan it wants to implement. This decision will be based on what the City’s pay philosophy is, at which level it desires to pay its employees compared to the market, whether it is going to consider additional alternative compensation programs, and how great the competition is with other agencies over recruitment of a highly qualified workforce.

Proposed Salary Structure

Currently, the City has a salary structure with each salary range has five steps with 5% between each step. It is recommended that the City maintain a similar salary structure however establish a range structure that creates ranges that are 2.5% apart. Appendix III contains the current salary range structure.

It is important to note that the salary range structure connects all salary ranges, and their steps, by formula, thereby allowing for COLAs to be applied to only one-dollar figure in the table/matrix, which then automatically updates the entire table. Due to the formula that connects each range to the next (with 2.5% differentials between each range), there is a compounding effect when drawing relationships that span several ranges. For example, with 2.5% differentials between ranges, four ranges should represent a 10% differential. However, because the compounding



effect of 2.5%, on top of 2.5%, on top of 2.5%, and so on, the differential between Range 1 and Range 5 is not exactly 10%, but it is slightly greater.

Proposed Salary Range Placements

Appendix IV illustrates the proposed salary range placement for each classification based on the market data as well as the internal relationship analysis. The recommendations are based on classic tier total compensation market results. The following calculation was used:

1. Multiplied the City's current top monthly salary by the percentage difference between the City's total compensation and the total compensation market median to calculate the Market Placement Salary.
2. The classification was then placed within the proposed salary range with a Step 5 salary closest to the Market Placement Salary.

K&A also modified the current internal alignment in certain instances where it seemed warranted based on market-supported groupings and/or compaction issues.

For all classifications, this primary implementation procedure must be completed only at the initial time of implementation. In the future, if the City decides to implement annual across-the-board cost of living adjustment increases, only the salary schedule that was developed and included herein needs to be increased by the appropriate percentage, and each individual salary range will move up with this adjustment. This will ensure that the internal salary relationships are preserved, and the salary schedule remains structured and easily administered.

Options for Implementation

While the City may be interested in bringing all salaries to the market median, in most cases this goal may not be reached with a single adjustment. In this case, one option is to move employees into the salary range that is recommended for each class based on this market study and to the step within the new range that is closest to their current compensation. If employees' current salaries are significantly below market so that their current compensation falls below the bottom of the newly recommended range, then larger adjustments would be needed to move those employees at least to the bottom of the new salary range.

Another option is to use a phased implementation approach. Normally, if the compensation implementation program must be carried over months or years, the classes that are farthest from the market median should receive the greatest equity increase (separate from any cost-of-living increase). If a class falls within 5% of the market median, it would be logical to make no equity adjustment in the first round of changes. However, if a class is more than 5% (or in this case, more than 20%) below the market median, a higher percentage change may be initially warranted to reduce the disparity.



For example, if the City decided to implement the recommendations over a three-year period, then the following guidelines could be applied for the initial increase of the three-year implementation plan:

Table 5. Three-Year Implementation Proposal

Market Disparity	% Increase
0 to 4.99%	0 to 2.49%
5.0% to 9.99%	2.5% to 4.99%
10.0% to 14.99%	5.0% to 7.49%
15.0% to 19.99%	7.5% to 9.99%
20.0% and above	10.0%

The initial first year adjustment would provide a portion of the equity increase and place the class into the closest step (but not below) where they are now. Subsequent increases would be spaced on a similar schedule (at annual intervals) based upon the remaining disparity after each adjustment.

Please note that typically, for those classes that had a market disparity of 0 to 4.99%, we recommend a 0% increase in the first year and an adjustment in the second year. Depending upon the City's financial situation, which will have to be reviewed before each further adjustment is made, all market disparity adjustments are intended to be completed by the third year. The City may also consider a similar implementation plan over a longer period of time, like a five-year implementation plan.

The City may spend additional time to go through a process of deliberation and decision-making as to what compensation philosophy it should implement to attract, motivate, and retain a high-quality workforce. However, the City may want to consider adjusting those classifications' salaries that are currently below the market median as soon as possible, assuming that incumbents' performance meets the City's level of expectation.

When classifications are over market, K&A typically recommends Y-rating employees whose current pay exceeds the maximum of the recommended range until the market numbers "catch up" with their current salary. To Y-rate an employee means to keep the employee's salary frozen and to provide no salary increases (including no cost of living adjustments) until the employee's current salary is within the recommended salary range. This will result in no immediate loss of income but will delay any future increases until the incumbent's salary is within the salary range.

Other options to "freezing" a classification's salary in place until the market catches up are:

- **"Grandfathering" of salary ranges:** This means that the salary range for the classification is adjusted down to what the market numbers are. However, current incumbents would continue being paid at the current rate of pay (which would put them outside of the new and adjusted salary range for the class) until they separate from employment with City. Any new hires would be paid within the newly established salary range.



- **Single-incumbent classes:** If a class only has one incumbent, an option would be to wait until the person separates from employment with City and then adjust the salary range for the class according to the market.
- **Recent hires:** Some employees who have recently been hired may still be at one of the lower steps within their current salary range. So, even if the top of their current salary range is above market, the incumbents are currently still paid below the market maximum because they are not at the top of their current salary range. In this case, an immediate salary range adjustment could be made to bring the salary range within the market. This would bring the affected incumbents either to the top of the market range or very close to it, but they would not technically be Y-rated or lose any pay.

Another option, of course, is to actually reduce salaries down to the market. However, from an employee relations perspective this may not be a viable option.

USING THE MARKET DATA AS A TOOL

K&A would like to reiterate that this report and the findings are meant to be a tool for the City to create and implement an equitable compensation plan. Compensation strategies are designed to attract and retain excellent staff; however, financial realities and the City's expectations may also come into play when determining appropriate compensation philosophies and strategies. The collected data presented herein represents a market survey that will give the City an instrument to make future compensation decisions.

It has been a pleasure working with City on this critical project. Please do not hesitate to contact us if we can provide any additional information or clarification regarding this report.

Respectfully submitted by,

Koff & Associates

A handwritten signature in blue ink, appearing to read 'Katie Kaneko'.

Katie Kaneko
President



Appendix IV

Salary Range Placement Recommendations

City of Antioch
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Class Title	Current Maximum	% from Total Comp Median	Market Placement	Proposed Salary Range	Proposed Maximum	Percent Difference	Study Benchmark	Rationale
Accountant I	\$ 7,021			43	\$7,515	7.04%		Internal Alignment: 10% below Accountant II
Accounting II	\$ 7,741	-7.0%	\$8,282	47	\$8,295	7.16%	x	Market and range placement.
Accounting Technician I	\$5,839			31	\$5,588	-4.30%		Internal Alignment: 10% below Accounting Technician II
Accounting Technician II	\$ 6,438	3.6%	\$6,208	35	\$6,168	-4.20%	x	Market and range placement.
Administrative Analyst I	\$7,318			48	\$8,502	16.19%		Internal Alignment: 10% below Administrative Analyst II
Administrative Analyst II	\$8,059	-16.4%	\$9,383	52	\$9,385	16.46%	x	Market and range placement.
Administrative Analyst III	\$8,949			56	\$10,359	15.76%		Internal Alignment: 10% above Administrative Analyst II
Administrative Assistant I	\$4,681			24	\$4,701	0.42%		Internal Alignment: 10% below Administrative Assistant II
Administrative Assistant II	\$5,160	0.7%	\$5,125	28	\$5,189	0.56%	x	Market and range placement.
Administrative Assistant III	\$5,676			32	\$5,727	0.91%		Internal Alignment: 10% above Administrative Assistant II
Administrative Services Director	\$ 14,624	Insuff. Data	Insuff. Data	74	\$16,157	10.48%	x	Internal Alignment: 10% below Assistant City Manager
Animal Control Officer	\$ 5,352	Insuff. Data	Insuff. Data	29	\$5,319	-0.63%	x	Internal Alignment: 25% below the Code Enforcement Officer
Animal Services Manager	\$ 11,036	Insuff. Data	Insuff. Data	55	\$10,107	-8.42%	x	Internal Alignment: 40% above Animal Services Supervisor
Animal Services Supervisor	\$7,358			39	\$6,808	-7.47%		Internal Alignment: 20% above Animal Control Officer
Animal Services Technician	\$ 4,427	Insuff. Data	Insuff. Data	23	\$4,586	3.60%	x	Internal Alignment: 20% below Animal Control Officer
Aquatics Maintenance Worker I	\$5,524			29	\$5,319	-3.72%		Internal Alignment: 10% below Aquatics Maintenance Worker II
Aquatics Maintenance Worker II	\$ 6,058	Insuff. Data	Insuff. Data	33	\$5,871	-3.10%	x	Internal Alignment: Anchor to Landscape Maintenance Worker II
Assistant City Engineer	\$ 13,062	-5.1%	\$13,734	67	\$13,592	4.06%	x	Market and range placement.
Assistant City Manager	\$ 18,241	1.7%	\$17,926	78	\$17,835	-2.23%	x	Market and range placement.
Assistant Community Development Technician	\$6,658			35	\$6,168	-7.36%		Internal Alignment: 10% below Associate Community Development Services/Engineering Technician
Assistant Development Services/Engineering Technician	\$6,658			35	\$6,168	-7.36%		Internal Alignment: 10% below Associate Development Services/Engineering Technician
Assistant Engineer	\$9,077			54	\$9,860	8.63%		Internal Alignment: 10% below Associate Civil Engineer
Assistant Engineering Technician	\$6,658			34	\$6,017	-9.62%		Internal Alignment: 10% below Associate Engineering Technician
Assistant Planner	\$7,226			45	\$7,895	9.26%		Internal Alignment: 10% below Associate Planner
Assistant Public Works Technician	\$6,658			35	\$6,168	-7.36%		Internal Alignment: 10% below Associate Public Works Technician
Assistant to the City Manager	\$ 9,955	-17.7%	\$11,715	61	\$11,721	17.74%	x	Market and range placement.
Associate Transportation Engineer	\$8,646			54	\$9,860	14.04%		Internal Alignment: 10% below Associate Transportation Engineer
Associate Civil Engineer	\$ 9,496	-13.7%	\$10,793	58	\$10,884	14.62%	x	Market and range placement.
Associate Community Development Technician	\$7,322	6.8%	\$6,826	39	\$6,808	-7.02%	x	Market and range placement.
Associate Development Services/Engineering Technician	\$7,322	8.2%	\$6,721	39	\$6,808	-7.02%	x	Market and internal alignment to Associate Community Development Technician
Associate Engineering Technician	\$7,322	7.5%	\$6,773	39	\$6,808	-7.02%	x	Market and internal alignment to Associate Community Development Technician
Associate Planner	\$8,658	-1.1%	\$8,749	49	\$8,715	0.66%	x	Market and range placement.
Associate Public Works Technician	\$7,322	Insuff. Data	Insuff. Data	39	\$6,808	-7.02%	x	Internal alignment: Anchor to Associate Engineering Technician
Associate Transportation Engineer	\$9,496	-13.3%	\$10,760	58	\$10,884	14.62%	x	Market and range placement.
Building Inspection Services Manager	\$ 12,009	-8.3%	\$13,006	65	\$12,938	7.73%	x	Market and range placement.
Building Inspector I	\$7,798			42	\$7,332	-5.98%		Internal Alignment: 10% below Building Inspector II
Building Inspector II w/ Cert.	\$8,385	2.0%	\$8,217	47	\$8,295	-1.07%	x	Market and range placement.
Business License Representative I	\$5,329			31	\$5,588	4.86%		Internal Alignment: 10% below Business License Representative II
Business License Representative II	\$6,129	Insuff. Data	Insuff. Data	33	\$5,871	-4.21%	x	Internal Alignment: 5% below the Accounting Technician II
Buyer	\$6,145			35	\$6,168	0.37%		Internal Alignment: Anchor to Accounting Technician II
City Attorney	\$ 18,453	-4.3%	\$19,254	81	\$19,206	4.08%	x	Market and range placement.
City Manager	\$ 24,476	16.7%	\$20,386	84	\$20,683	-15.50%	x	Market and range placement.
Code Enforcement Maintenance Worker I	\$5,524			29	\$5,319	-3.72%		Internal Alignment: 10% below Code Enforcement Maintenance Worker II
Code Enforcement Maintenance Worker II	\$ 6,058	Insuff. Data	Insuff. Data	33	\$5,871	-3.10%	x	Internal Alignment: Anchor to Landscape Maintenance Worker II
Code Enforcement Manager	\$9,622	Insuff. Data	Insuff. Data	53	\$9,620	-0.02%	x	Internal Alignment: 30% above Code Enforcement Officer
Code Enforcement Officer	\$ 6,852	-4.6%	\$7,169	41	\$7,153	4.39%	x	Market and range placement.
Code Enforcement/Asset Recovery Coordinator	\$ 8,406			39	\$6,808	-19.01%		Internal Alignment: 10% above Accounting Technician II
Collection Systems Superintendent	\$ 10,190	4.6%	\$9,725	53	\$9,620	-5.60%	x	Market and range placement.

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Class Title	Current Maximum	% from Total Comp Median	Market Placement	Proposed Salary Range	Proposed Maximum	Percent Difference	Study Benchmark	Rationale
Collection Systems Supervisor	\$7,759	Insuff. Data	Insuff. Data	44	\$7,703	-0.72%	x	Internal Alignment: 15% above Lead Collection Systems Worker
Collection Systems Worker I	\$5,524			30	\$5,452	-1.31%		Internal Alignment: 10% below Collection Systems Worker II
Collection Systems Worker II	\$6,058	-1.3%	\$6,138	34	\$6,017	-0.68%	x	Market and range placement.
Community Development Director	\$15,844	1.6%	\$15,587	73	\$15,763	-0.51%	x	Market and range placement.
Community Services Officer	\$5,961	5.4%	\$5,639	31	\$5,588	-6.26%	x	Market and range placement.
Computer Technician	\$5,525	-19.3%	\$6,591	38	\$6,642	20.22%	x	Market and range placement.
Crime Analyst	\$8,038	-8.2%	\$8,695	49	\$8,715	8.42%	x	Market and range placement.
Crime Data Technician	\$5,731	Insuff. Data	Insuff. Data	32	\$5,727	-0.06%	x	Internal Alignment: Anchor to Administrative Assistant III
Cross-Connection Control Specialist I	\$5,524			30	\$5,452	-1.31%		Internal Alignment: 10% below Cross-Connection Control Specialist II
Cross-Connection Control Specialist II	\$6,058	Insuff. Data	Insuff. Data	34	\$6,017	-0.68%	x	Internal Alignment: Anchor to Collection Systems Worker II
Customer Service Representative I	\$4,605			21	\$4,365	-5.21%		Internal Alignment: 10% below Customer Service Representative II
Customer Service Representative II	\$5,075			25	\$4,818	-5.06%	x	Market and range placement.
Deputy City Attorney	\$11,203	-11.6%	\$12,502	64	\$12,622	12.67%	x	Market and range placement.
Deputy City Clerk	\$6,112	-17.2%	\$7,165	41	\$7,153	17.03%	x	Market and range placement.
Deputy Finance Director	\$12,043			63	\$12,314	2.25%		Internal Alignment: 25% below Finance Director
Deputy Public Works Director	\$12,441	-6.8%	\$13,289	64	\$12,622	1.45%	x	Market and internal alignment: 20% below the Public Works Director
Deputy Public Works Director II	\$13,686			66	\$13,261	-3.11%		Internal Alignment: 20% below Public Works Director/City Engineer
Doctor of Veterinary Medicine	\$15,051	Insuff. Data	Insuff. Data	71	\$15,004	-0.32%	x	Market and range placement.
Economic Development Director	\$13,929	13.1%	\$12,109	62	\$12,014	-13.75%	x	Internal Alignment: 30% below the Economic Development Director
Economic Development Program Manager	\$8,696	-19.3%	\$10,374	50	\$8,933	2.72%	x	Internal Alignment: 10% below Equipment Mechanic II
Equipment Mechanic I	\$6,257			35	\$6,168	-1.43%		Market and range placement.
Equipment Mechanic II	\$6,866	-0.9%	\$6,929	39	\$6,808	-0.84%	x	Market and range placement.
Equipment Operator	\$6,383	-0.1%	\$6,391	35	\$6,168	-3.37%	x	Market and range placement.
Executive Assistant	\$7,305	-7.2%	\$7,830	45	\$7,895	8.08%	x	Market and range placement.
Executive Legal Assistant	\$6,680	-0.6%	\$6,722	39	\$6,808	1.92%	x	Market and range placement.
Facility Maintenance Worker I	\$5,524			29	\$5,319	-3.72%		Internal Alignment: 10% below Facility Maintenance Worker II
Facility Maintenance Worker II	\$6,058	0.7%	\$6,015	33	\$5,871	-3.10%	x	Market and range placement.
Finance Director	\$15,173	-3.4%	\$15,686	73	\$15,763	3.89%	x	Market and range placement.
Finance Services Supervisor	\$9,626	Insuff. Data	Insuff. Data	53	\$9,620	-0.06%	x	Internal Alignment: 25% below Deputy Finance Director
Fleet Leadworker	\$7,552			40	\$6,978	-7.60%		Internal Alignment: 10% above Fleet Service Technician
Fleet Service Technician	\$5,335	-22.6%	\$6,541	36	\$6,322	18.49%	x	Market and range placement.
General Laborer	\$4,338	-6.3%	\$4,612	22	\$4,474	3.13%	x	Market and range placement.
GIS Coordinator	\$9,622			51	\$9,156	-4.84%		Internal Alignment: 30% above GIS Specialist
GIS Specialist	\$7,322	Insuff. Data	Insuff. Data	39	\$6,808	-7.02%	x	Internal Alignment: Anchor to Associate Engineering Technician
GIS Technician	\$6,658			35	\$6,168	-7.36%		Internal Alignment: 10% below GIS Specialist
Human Resources Analyst	\$7,273	-18.0%	\$8,579	48	\$8,502	16.90%	x	Market and range placement.
Human Resources Director	\$13,929	-9.0%	\$15,183	71	\$15,004	7.71%	x	Market and range placement.
Human Resources Technician	\$6,684	4.4%	\$6,392	36	\$6,322	-5.41%	x	Market and range placement.
Information Systems Director	\$13,152	2.2%	\$12,867	65	\$12,938	-1.63%	x	Market and range placement.
Information Systems Project Manager	\$9,349	Insuff. Data	Insuff. Data	53	\$9,620	2.90%	x	Internal Alignment: 30% below Information Systems Director
Junior Engineer	\$7,507			46	\$8,093	7.80%		Internal Alignment: 20% below Assistant Engineer
Junior Planner	\$6,284			37	\$6,480	3.12%		Internal Alignment: 20% below Assistant Planner
Junior Transportation Engineer	\$7,507			46	\$8,093	7.80%		Internal Alignment: 20% below Assistant Transportation Engineer
Laboratory Assistant I	\$6,344			33	\$5,871	-7.46%		Internal Alignment: 10% below Laboratory Assistant
Laboratory Assistant II	\$6,981	5.6%	\$6,592	37	\$6,480	-7.18%	x	Market and range placement.
Landscape Maintenance Worker I	\$5,524			29	\$5,319	-3.72%		Internal Alignment: 10% below Landscape Maintenance Worker II
Landscape Maintenance Worker II	\$6,058	-0.9%	\$6,111	33	\$5,871	-3.10%	x	Market and range placement.
Lead Collection Systems Worker	\$6,653			38	\$6,642	-0.16%		Internal Alignment: 10% above Collection Systems Worker II

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Lead Cross-Connection Control Specialist	\$6,653			38	\$6,642	-0.16%		Internal Alignment: 10% above Cross-Connection Control Specialist
Lead Customer Service Representative	\$5,836			29	\$5,319	-8.87%		Internal Alignment: 10% above Customer Service Representative II
Lead Facility Maintenance Worker	\$6,653			37	\$6,480	-2.60%		Internal Alignment: 10% above Facility Maintenance Worker II
Lead Landscape Maintenance Worker	\$6,653			37	\$6,480	-2.60%		Internal Alignment: 10% above Landscape Maintenance Worker II
Lead Police Dispatcher	\$6,531			44	\$7,703	-9.71%		Internal Alignment: 10% above Police Dispatcher
Lead Police Records Technician	\$5,676			33	\$5,871	3.43%		Internal Alignment: 10% above Police Records Technician
Lead Street Maintenance Worker	\$6,653			36	\$6,322	-4.97%		Internal Alignment: 10% above Street Maintenance Worker II
Lead Warehouse Worker	\$6,653			37	\$6,480	-2.60%		Internal Alignment: 10% above Warehouse Worker II
Lead Water Distribution Operator	\$6,653			41	\$7,153	7.52%		Internal Alignment: 10% above Water Distribution Operator II
Legal Secretary	\$6,072			35	\$6,168	1.58%		Internal Alignment: 10% below Executive Legal Assistant
Mail & Print Clerk	\$4,299			20	\$4,259	-0.94%		Internal Alignment: 10% below Administrative Assistant I
Maintenance Worker I	\$5,524			29	\$5,319	-3.72%		Internal Alignment: Anchor to Landscape Maintenance Worker I
Marina Attendant	\$5,602	Insuff. Data	Insuff. Data	24	\$4,701	-16.09%	x	Internal Alignment: Anchor to Administrative Assistant I
Marina Leadworker/Property Manager	\$6,667	Insuff. Data	Insuff. Data	41	\$7,153	7.29%	x	Internal Alignment: 20% above Marina Maintenance Worker II
Marina Maintenance Worker I	\$5,363			29	\$5,319	-0.83%		Internal Alignment: 10% below Marina Maintenance Worker II
Marina Maintenance Worker II	\$6,058	Insuff. Data	Insuff. Data	33	\$5,871	-3.10%	x	Internal Alignment: Anchor to Landscape Maintenance Worker II
Meter Service Worker	\$5,524	-1.0%	\$5,581	30	\$5,452	-1.31%	x	Market and range placement.
Network Administrator	\$7,379	-18.8%	\$8,766	49	\$8,715	18.11%	x	Market and range placement.
Operations Supervisor	\$9,399	10.4%	\$8,417	48	\$8,502	-9.54%	x	Market and range placement.
Parks and Recreation Director	\$13,929	-4.5%	\$14,551	70	\$14,638	5.09%	x	Market and range placement.
Payroll Specialist	\$7,266			36	\$6,322	-12.99%		Internal Alignment: 10% below Payroll Specialist II
Payroll Specialist II	\$7,993	11.6%	\$7,064	40	\$6,978	-12.65%	x	Market and range placement.
Planning Manager	\$12,281	-8.2%	\$13,289	66	\$13,261	7.98%	x	Market and range placement.
Police Captain	\$18,782	15.4%	\$15,894	73	\$15,763	-16.07%	x	Market and range placement.
Police Chief	\$20,835	3.1%	\$20,182	83	\$20,178	-3.15%	x	Market and range placement.
Police Communications Supervisor	\$10,190	8.6%	\$9,317	52	\$9,385	-7.90%	x	Market and range placement.
Police Corporal	\$11,597			56	\$10,359	-10.67%		Internal Alignment: 10% below Police Sergeant
Police Dispatcher	\$7,584	7.7%	\$7,004	40	\$6,978	-7.99%	x	Market and range placement.
Police Lieutenant	\$16,282	15.3%	\$13,793	68	\$13,932	-14.43%	x	Market and range placement.
Police Officer	\$10,307	8.3%	\$9,449	52	\$9,385	-8.94%	x	Market and range placement.
Police Records Supervisor	\$10,190	16.5%	\$8,510	48	\$8,502	-16.56%	x	Market and range placement.
Police Records Technician	\$5,088	-4.6%	\$5,323	29	\$5,319	4.53%	x	Market and range placement.
Police Sergeant	\$12,886	10.2%	\$11,576	60	\$11,435	-11.26%	x	Market and range placement.
Project Manager	\$12,223	7.2%	\$11,341	60	\$11,435	-6.45%	x	Market and range placement.
Public Information/Communications Officer	\$9,707	-2.3%	\$9,929	54	\$9,860	1.58%	x	Market and range placement.
Public Works Director	\$15,173			72	\$15,379	1.36%		Internal Alignment: 5% below Public Works Director/City Engineer
Public Works Director/City Engineer	\$15,844	-3.2%	\$16,355	74	\$16,157	1.98%	x	Market and range placement.
Public Works Inspector	\$7,755	-4.6%	\$8,113	46	\$8,093	4.36%	x	Market and range placement.
Recreation Programs Coordinator	\$5,485	-14.9%	\$6,305	36	\$6,322	15.26%	x	Market and range placement.
Recreation Services Manager	\$8,752	-22.5%	\$10,725	57	\$10,618	21.33%	x	Market and range placement.
Recreation Specialist	\$6,658	Insuff. Data	Insuff. Data	42	\$7,332	10.12%	x	Internal Alignment: Anchor 10% below Recreation Supervisor
Recreation Supervisor	\$7,582	-7.4%	\$8,144	46	\$8,093	6.74%	x	Market and range placement.
Recycling Assistant	\$4,993	Insuff. Data	Insuff. Data	32	\$5,727	14.71%	x	Internal Alignment: Anchor to Administrative Assistant III
Registered Veterinary Technician	\$4,907	Insuff. Data	Insuff. Data	27	\$5,062	3.16%	x	Internal Alignment: 10% above Animal Services Technician
Risk Manager	\$9,533	Insuff. Data	Insuff. Data	55	\$10,107	6.02%	x	Internal Alignment: 40% below Human Resources Director
Senior Administrative Assistant	\$6,072	3.8%	\$5,843	33	\$5,871	-3.32%	x	Market and range placement.
Senior Building Inspector	\$8,962			50	\$8,933	-0.32%		Internal Alignment: 10% above Building Inspector II
Senior Civil Engineer	\$10,087	-14.4%	\$11,535	60	\$11,435	13.36%	x	Market and range placement.

City of Antioch
Appendix IV: Salary Range Placement Recommendations
March 2021

Class Title	Current Maximum	% from Total Comp Median	Market Placement	Proposed Salary Range	Proposed Maximum	Percent Difference	Study Benchmark	Rationale
Senior Community Development Technician	\$8,046			43	\$7,515	-6.60%		Internal Alignment: 10% above Associate Community Development Technician
Senior Computer Technician	\$6,083			42	\$7,332	20.53%		Internal Alignment: 10% above Computer Technician
Senior Development Services/Engineering Technician	\$8,046			42	\$7,332	-8.88%		Internal Alignment: 10% above Associate Development Services/Engineering Tech
Senior Economic Development Program Manager	\$10,567			54	\$9,860	-6.69%		Internal Alignment: 10% above Economic Development Program Manager
Senior Engineering Technician	\$8,046			42	\$7,332	-8.88%		Internal Alignment: 10% above Associate Engineering Technician
Senior Executive Assistant	\$7,677			49	\$8,715	13.52%	x	Internal Alignment: 10% above Executive Assistant
Senior Planner	\$9,622	-4.6%	\$10,066	55	\$10,107	5.04%		Market and range placement.
Senior Public Works Inspector	\$8,556			50	\$8,933	4.41%		Internal Alignment: 10% above Public Works Inspector
Senior Public Works Technician	\$8,046			40	\$6,978	-13.27%		Internal Alignment: 10% above Associate Public Works Technician
Senior Traffic Engineer	\$10,087	-14.4%	\$11,535	60	\$11,435	13.36%	x	Market and range placement.
Senior Water Treatment Plant Operator	\$10,271			48	\$8,502	-17.22%		Internal Alignment: 15% above Water Treatment Plant Operator
Sewer Camera Truck Operator	\$6,383			35	\$6,168	-3.37%		Internal Alignment: Anchor to Equipment Operator
Street Maintenance Worker I	\$5,524			28	\$5,189	-6.07%		Internal Alignment: 10% below Street Maintenance Worker II
Street Maintenance Worker II	\$6,058	1.8%	\$5,950	33	\$5,871	-3.10%	x	Market and internal alignment to Landscape Maintenance Worker II
Warehouse Worker I	\$5,524			29	\$5,319	-3.72%		Internal Alignment: 10% below Warehouse Worker II
Warehouse Worker II	\$6,058	Insuff. Data	Insuff. Data	33	\$5,871	-3.10%	x	Internal Alignment: Anchor to Landscape Maintenance Worker II
Water Distribution Operator I	\$5,524			33	\$5,871	6.28%		Internal Alignment: 10% below Water Distribution Operator II
Water Distribution Operator II	\$6,058	-10.4%	\$6,688	37	\$6,480	6.96%	x	Market and range placement.
Water Distribution Superintendent	\$10,190	-9.7%	\$11,177	59	\$11,156	9.48%	x	Market and range placement.
Water Distribution Supervisor	\$7,759	-5.0%	\$8,147	46	\$8,093	4.30%	x	Market and range placement.
Water Quality Analyst	\$10,829	14.4%	\$9,266	52	\$9,385	-13.33%	x	Market and range placement.
Water Treatment Instrument Technician I	\$6,457			40	\$6,978	8.07%		Internal Alignment: Anchor 10% below Water Treatment Instrument Technician II
Water Treatment Instrument Technician II	\$7,105	-12.5%	\$7,995	44	\$7,703	8.42%	x	Market and range placement.
Water Treatment Maintenance Worker I	\$6,335			36	\$6,322	-0.20%		Internal Alignment: Anchor 10% below Water Treatment Maintenance Worker II
Water Treatment Maintenance Worker II	\$6,972	-2.7%	\$7,158	40	\$6,978	0.09%	x	Market and range placement.
Water Treatment Maintenance Worker III	\$7,669			44	\$7,703	0.44%		Internal Alignment: Anchor 10% above Water Treatment Maintenance Worker II
Water Treatment Plant Operator	\$8,930	13.7%	\$7,621	42	\$7,332	-16.97%	x	Market and range placement.
Water Treatment Plant Superintendent	\$12,887	10.4%	\$11,542	60	\$11,435	-11.27%	x	Market and range placement.
Water Treatment Plant Supervisor	\$10,829	4.2%	\$10,379	52	\$9,385	-13.33%	x	Market and internal alignment: 20% below the WTP Superintendent
Water Treatment Plant Trainee	\$8,029			38	\$6,642	-17.27%		Internal Alignment: 10% below Water Treatment Plant Operator
Youth Services Network Manager	\$10,712	Insuff. Data	Insuff. Data	57	\$10,618	-0.87%	x	No JD. Align with Recreation Services Manager.

PART-TIME POSITIONS

Animal Care Attendant	\$15	Insuff. Data	Insuff. Data				x	Low based on limited data
Building Attendant	\$14		\$23		\$23	64.29%	x	
Camp Director	\$16	Insuff. Data	Insuff. Data				x	Low based on limited data
Cashier	\$14	Insuff. Data	Insuff. Data				x	Low based on limited data
Instructor II	\$15	Insuff. Data	Insuff. Data				x	Low based on limited data
Lifeguard/Swim Instructor	\$14		\$17		\$17	21.43%	x	
Maintenance Helper – Facilities	\$14		\$21		\$21	50.00%	x	
Office Assistant	\$14		\$24		\$24	71.43%	x	
Recreation Leader II	\$14		\$17		\$17	21.43%	x	
Referee – Adult	\$24	Insuff. Data	Insuff. Data				x	High based on limited data.
Senior Bus Driver	\$21	Insuff. Data	Insuff. Data				x	No data
Teacher	\$14	Insuff. Data	Insuff. Data				x	Low based on limited data
Volunteer Coordinator	\$23	Insuff. Data	Insuff. Data				x	Low based on limited data
Camera Operator	\$18							

City of Antioch
Appendix IV: Salary Range Placement Recommendations
March 2021


Class Title	Current Maximum	% from Total Comp Median	Market Placement	Proposed Salary Range	Proposed Maximum	Percent Difference	Study Benchmark	Rationale
Cashier – Head	\$14							
Instructor I	\$14							
Instructor's Assistant	\$14							
Lifeguard – Head/Swim Instructor	\$14							
Marina Helper	\$14							
Police Trainee	\$32							
Public Works Support Staff	\$14							
Recreation Leader I	\$14							
Referee – Youth	\$14							
Reserve Police Officer	\$49							
Secretary I	\$23							
Secretary II	\$25							
Senior Recreation Leader	\$15							
Teacher's Aid	\$14							

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 14, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Hourly (Part-Time) Classifications Salary Schedule Salary Adjustments from the Total Compensation Study Final Report

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- 1) Approving the Hourly (Part-Time) Classifications Salary Schedule Salary Adjustments from the Total Compensation Study Final Report dated August 31, 2021; and
- 2) Authorizing the Finance Director to make any necessary adjustments to the Fiscal Year 2021/22 and Fiscal Year 2022/23 budget to implement the provisions of the Part Time Salary Schedule Salary Adjustments.

FISCAL IMPACT

The estimated fiscal impact of the Part Time Salary for FY2021/22 is \$382,376.

DISCUSSION

Koff & Associates Total Compensation Study dated August 31, 2021 Appendix IV: Salary Range Placement Recommendations includes a section of part-time hourly pay rate recommendations for the City's part-time positions. In a separate document, Koff & Associates included the rationale for the proposed maximum hourly pay rate recommendations. With the minimum wage increasing to \$15.00 per hour January 1, 2022, the City's current hourly (part-time) classifications salary schedule will be at the maximum pay rate for most of the positions on the hourly (part-time) salary schedule. Staff is proposing to reorganize and streamline the part-time classifications used by the Parks and Recreation Department to eliminate unused classification and better fit it operational need. In order to attract and equitably compensate hourly (part-time) employees, it is recommended that City Council adopt the resolution approving the Hourly (Part-Time) Classifications Salary Schedule.

Please refer to Exhibit 1 of the Resolution for the details of Hourly (Part-Time) Classifications Salary Schedule. The effective date of the salary adjustments is the payroll that includes January 1, 2022.

ATTACHMENTS

A. Resolution

Exhibit 1 to Resolution – Hourly (Part-Time) Classifications Salary Schedule

B. Total Compensation Study Final Report August 31, 2021. Appendix IV: Salary Range Placement Recommendations. Proposed Salary Plan Part-Time Rationale.

RESOLUTION NO. 2021/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE HOURLY (PART-TIME) CLASSIFICATIONS SALARY SCHEDULE
SALARY ADJUSTMENTS FROM THE TOTAL COMPENSATION STUDY FINAL
REPORT

WHEREAS, the City's Hourly (Part-Time) Classifications Salary Schedule has not been adjusted in quite some time;

WHEREAS, the minimum wage increase on January 1, 2022 will be \$15.00 per hour, which is close to the maximum pay rate on the City's existing Hourly (Part-Time) Salary Schedule; and

WHEREAS, the City seeks to attract and equitably compensate hourly (part-time) employees.

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

Section 1. Approves the Hourly (Part-Time) Classifications Salary Schedule as attached in Exhibit 1 and incorporated by reference, effective for the pay period that includes January 1, 2022; and

Section 3. Authorizes the Finance Director to make any necessary adjustments to the Fiscal Year 2021/22 and Fiscal Year 2022/23 budget to implement the provisions of the Side Letter Agreement.

* * * * *

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 14th day of December, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

HOURLY CLASSIFICATIONS SALARY SCHEDULE

Exhibit 1

CLASSIFICATION	UNIT SALARY TIE	EFFECTIVE DATE	JOB CODE	A	B	BB	C	D	DD	E	F
Animal Care Attendant			80000	14.00				14.04		14.74	
				16.00						20.00	
Camera Operator			80400	14.00			15.00	16.00	17.00	18.00	
				17.00						22.00	
Code Enforcement Officer*	LOCAL 3		87000	32.51539	34.14808		35.85577	37.65000		39.53077	
Community Services Officer*	APOA		81200	28.29808	29.71154		31.19423	32.75192		34.39039	
Customer Service Rep*	LOCAL 3		85200	21.85385	24.06923						
Doctor of Veterinary Medicine*	MGMT		80100	71.44039	75.01154		78.76154	82.70192		86.83269	
Head Lifeguard			8220L	14.00							
				18.00	18.90		19.85	20.84		21.88	
Lifeguard Swim Instructor - LGSII			82200	14.00							
				16.50	17.33		18.19	19.10		20.06	
Lifeguard			NEW								
				16.00	16.80		17.64	18.52		19.45	
Water Safety Instructor			NEW								
				16.00	16.80		17.64	18.52		19.45	
Maintenance Worker I*	APWEA		82601	26.21539	27.52500		28.90385	30.35192		31.86923	
Maintenance Helper - Facilities			82800	14.00							
				17.50	18.38		19.29	20.26		21.27	
Marina Helper			82800	14.00							
				17.50	18.38		19.29	20.26		21.27	
Office Assistant			83000	14.00							
				16.00	16.80		17.64	18.52		19.45	
Police Dispatcher*	APOA		81400	34.28077	35.99423		37.79423	39.68654		41.67115	43.75385
Police Trainee			83200	31.80							
Program Specialist			NEW								
				20.00	21.00		22.05	23.15		24.31	
Public Works Support Staff			83400	14.00							
				17.50	18.38		19.29	20.26		21.27	
Recreation Programs Coordinator*	LOCAL 3		83600	26.03077	27.33462		28.70192	30.13846		31.64423	
Recreation Leader I			83801	14.00							
				15.00	15.75		16.54	17.36		18.23	
Recreation Leader II			83802	14.00							
				17.50	18.38		19.29	20.26		21.27	
Recycling Assistant			84000	16.50	17.33		18.19	19.10		20.06	

* Salary corresponds to permanent full time positions and will be adjusted when related full-time salaries are adjusted. **All others to be adjusted proportionately with changes to the minimum wage.**

HOURLY CLASSIFICATIONS SALARY SCHEDULE

Exhibit 1

CLASSIFICATION	UNIT SALARY TIE	EFFECTIVE DATE	JOB CODE	A	B	BB	C	D	DD	E	F
Referee			84200	16.00				20.00		24.00	
				20.00						35.00	
Reserve Police Officer*	APOA		86000	48.92308							
Secretary I			84601	18.63462	19.56923		20.55000	21.57692		22.65577	
Secretary II			84602	20.57308	21.60000		22.67885	23.81539		25.00385	
Specialty Instructor			84800	20.00	21.00	25.00	30.00	35.00		45.00	
Unhoused Resident Coordinator			80500	50.00						60.00	

* Salary corresponds to permanent full time positions and will be adjusted when related full-time salaries are adjusted. **All others to be adjusted proportionately with changes to the minimum wage.**



August 31, 2021

Total Compensation Study Final Report

City of Antioch

KOFF & ASSOCIATES

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August 31, 2021

Ms. Nickie Mastay, Administrative Services Director
City of Antioch/Human Resources Department
200 H St.
Antioch, CA 94531

Dear Ms. Mastay:

Koff & Associates is pleased to present the Total Compensation Study Final Report to the City of Antioch. This report documents the market compensation survey methodology, findings, and recommendations for implementation.

We would like to thank you for your assistance and cooperation without which this study could not have been brought to its successful completion.

We will be glad to answer any questions or clarify any points as you are implementing the findings and recommendations. It was a pleasure working with the City and we look forward to future opportunities to provide you with professional assistance.

Very truly yours,



Katie Kaneko
President



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EXECUTIVE SUMMARY

Background

In October 2020, Koff & Associates (“K&A”) was contracted to perform a comprehensive Total Compensation Study for the City of Antioch (City). All compensation findings and recommendations are presented in this report.

This compensation review process was precipitated by:

- The concern of the City Council and management that employees should be recognized for the level and scope of work performed and that they are paid on a fair and competitive basis that allows the City to recruit and retain a high-quality staff;
- The desire to have a compensation plan that can meet the needs of the City; and
- The desire to ensure that internal relationships of salaries are based upon objective, non-quantitative evaluation factors, resulting in equity across the City.

The goals of the compensation study are to assist the City in developing a competitive pay and benefit plan, which is based upon market data, and to ensure that the plan is fiscally responsible and meets the needs of the City with regards to recruitment and retention of qualified staff.

Summary of Findings

This report summarizes the study methodology, analytical tools, and the total compensation (salary and benefits) survey findings. The results of the total compensation study showed:

- The City’s **base salaries, overall, in comparison to the market median are 7.0% below the market.**
- The City’s Classic **total compensation, overall, in comparison to the market median is 2% below the market.**
- The City’s PEPR **total compensation, overall, in comparison to the market median is 5.4% below the market.**
- The City’s **benefits package** puts the City in a more competitive position compared to the market and, therefore, salary decisions should be based on total compensation versus base salary market results.
- K&A considers a classification falling within 5% of the median to be competitive.

STUDY PROCESS

Benchmark Classifications

The study included 203 classifications, and of those 118 classifications were selected in order to collect salary and benefits data within the defined labor market. Classifications that we would expect to provide a sufficient sample for analysis were selected as “benchmarks” to use as the



basis to build the compensation plan. Benchmark classifications are those classifications that are compared to the market, and these classifications are used as a means of anchoring the City's overall compensation plan to the market. Other classifications not surveyed will be included in the compensation plan and aligned to the benchmark classifications using internal equity principles.

The benchmark classifications are listed in Table 1.

Table 1. Benchmark Classification

Classification Title	
1.	Accountant II
2.	Accounting Technician II
3.	Administrative Analyst II
4.	Administrative Assistant II
5.	Administrative Services Director
6.	Animal Care Attendant*
7.	Animal Control Officer
8.	Animal Services Manager
9.	Animal Services Technician
10.	Aquatics Maintenance Worker II
11.	Assistant City Engineer
12.	Assistant City Manager
13.	Assistant to the City Manager
14.	Associate Community Development Technician
15.	Associate Development Services/Engineering Technician
16.	Associate Engineering Technician
17.	Associate Public Works Technician
18.	Associate Civil Engineer
19.	Associate Planner
20.	Associate Transportation Engineer
21.	Building Attendant*
22.	Building Inspection Services Manager
23.	Building Inspector II
24.	Business License Representative II
25.	Camp Director*
26.	Cashier*
27.	City Attorney
28.	City Manager
29.	Code Enforcement Maintenance Worker II
30.	Code Enforcement Manager
31.	Code Enforcement Officer



Total Compensation Study – Final Report

City of Antioch

Classification Title	
32.	Collection Systems Superintendent
33.	Collection Systems Supervisor
34.	Collection Systems Worker II
35.	Community Development Director
36.	Community Services Officer
37.	Computer Technician
38.	Crime Analyst
39.	Crime Data Technician
40.	Cross-Connection Control Specialist II
41.	Customer Service Representative II
42.	Deputy City Attorney
43.	Deputy City Clerk
44.	Deputy Public Works Director
45.	Doctor of Veterinary Medicine
46.	Economic Development Director
47.	Economic Development Program Manager
48.	Equipment Mechanic II
49.	Equipment Operator
50.	Executive Assistant
51.	Executive Legal Assistant
52.	Facility Maintenance Worker II
53.	Finance Director
54.	Finance Services Supervisor
55.	Fleet Service Technician
56.	General Laborer
57.	GIS Specialist
58.	Human Resources Analyst
59.	Human Resources Director
60.	Human Resources Technician
61.	Information Systems Director
62.	Information Systems Project Manager
63.	Instructor II*
64.	Laboratory Assistant II
65.	Landscape Maintenance Worker II
66.	Lifeguard/Swim Instructor*
67.	Maintenance Helper – Facilities*
68.	Marina Attendant
69.	Marina Leadworker/Property Manager
70.	Marina Maintenance Worker II
71.	Meter Service Worker



Total Compensation Study – Final Report

City of Antioch

Classification Title
72. Network Administrator
73. Office Assistant*
74. Operations Supervisor
75. Parks and Recreation Director
76. Payroll Specialist II
77. Planning Manager
78. Police Captain
79. Police Chief
80. Police Communications Supervisor
81. Police Dispatcher
82. Police Lieutenant
83. Police Officer
84. Police Records Supervisor
85. Police Records Technician
86. Police Sergeant
87. Project Manager
88. Public Information/Communications Officer
89. Public Works Director/City Engineer
90. Public Works Inspector
91. Recreation Leader II*
92. Recreation Programs Coordinator
93. Recreation Services Manager
94. Recreation Specialist
95. Recreation Supervisor
96. Recycling Assistant
97. Referee – Adult*
98. Registered Veterinary Technician
99. Risk Manager
100. Senior Administrative Assistant
101. Senior Bus Driver*
102. Senior Civil Engineer
103. Senior Planner
104. Senior Traffic Engineer
105. Street Maintenance Worker II
106. Teacher*
107. Volunteer Coordinator*
108. Warehouse Worker II
109. Water Distribution Operator II
110. Water Distribution Superintendent
111. Water Distribution Supervisor



Classification Title
112. Water Quality Analyst
113. Water Treatment Instrument Technician II
114. Water Treatment Maintenance Worker II
115. Water Treatment Plant Operator
116. Water Treatment Plant Superintendent
117. Water Treatment Plant Supervisor
118. Youth Services Network Manager

*Denotes hourly employees.

Comparator Agencies

Another important step in conducting a market salary study is the determination of appropriate agencies for comparison. In developing the list of potential comparator agencies, K&A evaluated the following factors:

- 1. Organizational type and structure** – Generally, it is recommended that agencies of a similar size and providing similar services to that of the City be used as comparators. When it comes to technical classes, the size of an organization is not as critical, as these classes perform fairly similar work. The difference in size of an organization becomes more important when comparing classes at the management level. The scope of work and responsibility for management becomes much larger as an organization grows. Factors such as management of a large staff, consequence of error, the political nature of the job, and its visibility all grow with larger organizations. When it is difficult to find agencies that are similarly sized, it is important to get a good balance of smaller and larger agencies.
- 2. Similarity of population, staff, and operational budgets** – These elements provide guidelines in relation to resources required (staff and funding) and available for the provision of services.
- 3. Scope of services provided** – For the majority of classifications, it is important to select agencies providing similar services. Organizations providing the same services are ideal for comparators and most comparator agencies surveyed provide similar services to the City.
- 4. Labor market and geographic location** – Today's labor market reality is that many agencies are in competition for the same pool of qualified employees because large portions of the workforce do not live in the communities they serve, are accustomed to lengthy commutes, and are more likely to consider changing jobs in a larger geographic area than in the past. Furthermore, by selecting employers within a geographic proximity to the City, the resulting labor market data generally reflects the region's cost of living, housing costs, growth rate, and other demographic characteristics to the same extent as competing employers to the City. Therefore, the geographic labor market area where the



City may be recruiting from or losing employees to, was taken into consideration when selecting comparator organizations.

All factors mentioned were considered in selecting the group of comparator agencies. The City agreed to the following list of twelve (12) agencies.

Table 2. Comparator Agencies

Agency
1. City of Alameda
2. City of Benicia
3. City of Brentwood
4. City of Concord
5. City of Manteca
6. City of Martinez
7. City of Oakley
8. City of Pittsburg
9. City of Richmond
10. City of Tracy
11. City of Vacaville
12. City of Walnut Creek

Salary and Benefits Data

The last element requiring discussion prior to beginning a market survey is the specific benefit data that will be collected and analyzed. The following salary and benefits data was collected for each benchmark classification (the cost of these benefits to each agency was converted into dollar amounts and can be found in Appendix II [Benefit Detail] of this report; these amounts were added to base salaries for total compensation purposes).

1. Monthly Base Salary

The top of the salary range and/or control point. All figures are presented on a monthly basis.

2. Employee Retirement

The retirement reflects the benefits offered to the majority of the employees:

- **PERS Formula:** The service retirement formula. Each agency has multiple retirement formula tiers. For this market survey, K&A collected retirement benefits for both the Classic and PEPRa retirement tiers.
- **Enhanced Formula Cost:** The baseline PERS formula is 2%@62 for miscellaneous employees and 2%@57 for safety employees. There are often enhanced formulas granted within the classic tier, which reflects a cost to the employer for offering a formula with a higher benefit than the baseline formula. For each enhanced formula,



the cost to the employer is based on a state-wide actuarial percentage calculated by PERS. The percentage value for each enhanced formula is:

- **Miscellaneous Employees**
 - 2%@60: 1.2%
 - 2%@55: 2.9%
 - 2.5%@55: 5.2%
 - 2.7%@55: 7.0%
 - 3%@60: 8.0%
- **Safety Employees**
 - 2%@55: 0.6%
 - 2.5%@57: 3.8%
 - 2.7%@57: 4.9%
 - 2%@50: 6.0%
 - 3%@55: 8.5%
 - 3%@50: 10.3%
- **Employer Paid Member Contribution:** The amount of the employee's contribution to PERS that is paid by the employer (Employer Paid Member Contribution).
- **Single Highest Year:** The period for determining the average monthly pay rate when calculating retirement benefits. The base period is 36 highest paid consecutive months. When final compensation is based on a shorter period of time, such as 12 months' highest paid consecutive months, there is a cost to the employer. Similar to the enhanced formula, the cost to the employer is based on a state-wide actuarial percentage calculated by PERS. K&A took the midpoint of the range and multiplied the percentage by the top monthly salary to calculate the cost of the final compensation. This will only apply to the classic tier.
- **Social Security:** If an employer participates in Social Security, then the employer contribution of 6.2% of the base salary up to the federally determined maximum contribution of \$737.80.
- **Other:** Any other retirement contributions made by the employer.

3. Deferred Compensation

Deferred compensation contributions provided to all employees of a classification with or without requiring the employee to contribute is reported.

4. Insurances

The employer paid premiums for an employee with family coverage was reported. The employer paid insurances included:

- Cafeteria/Flexible Benefit Plan
- Medical
- Dental
- Vision



- Other

5. Leaves

Other than sick leave, which is usage-based, the number of hours off for which the employer is obligated. All hours have been translated into direct salary costs.

- **Vacation:** The number of paid time-off (or vacation) hours available to all employees who have completed five years of employment.
- **Holidays:** The number of holiday hours (including floating hours) available to employees.
- **Administrative:** Administrative (or management) leave is normally the number of paid leave hours available to Fair Labor Standards Act (“FLSA”) Exempt and/or management to reward for extraordinary effort (in lieu of overtime). This leave category may also include personal leave which may be available to augment vacation or other time off.

6. Auto Allowance

This category includes either the provision of an auto allowance or the provision of an auto for personal use only. If a vehicle is provided to any classification for commuting and other personal use, the average monthly rate is estimated at \$450. Mileage reimbursement is not included.

7. Other

This category includes any additional other benefits not captured above available to all in the class.

All of the benefit elements are negotiated benefits provided to all employees in the classification. As such, they represent an ongoing cost for which an agency must budget. Other benefit costs, such as sick leave, tuition reimbursement, and reimbursable mileage are usage-based and cannot be quantified on an individual employee basis.

Data Collection

Data was collected during the months of December 2020 and January 2021, through comparator agency websites, conversations with human resources, accounting, and/or finance personnel, and careful review of agency documentation such as classification descriptions, memoranda of understanding, organization charts, and other documents.

Matching Methodology

K&A believes that the data collection step is the most critical for maintaining the overall credibility of any study and relied on the City’s classification descriptions as the foundation for comparison.

When K&A researches and collects data from the comparator agencies to identify possible matches for each of the benchmark classifications, there is an assumption that comparable matches may not be made that are 100% equivalent to the classifications at the City. Therefore,



K&A does not match based upon job titles, which can often be misleading, but rather analyze class descriptions before a comparable match is determined.

K&A's methodology is to analyze each class description and the whole position by evaluating factors such as:

- Definition and typical job functions;
- Distinguishing characteristics;
- Level within a class series (i.e., entry, experienced, journey, specialist, lead, etc.);
- Reporting relationship structure (for example, manages through lower-level staff);
- Education and experience requirements;
- Knowledge, abilities, and skills required to perform the work;
- The scope and complexity of the work;
- Independence of action/responsibility;
- The authority delegated to make decisions and act;
- The responsibility for the work of others, program administration, and for budget dollars;
- Problem solving/ingenuity;
- Contacts with others (both inside and outside of the organization);
- Consequences of action and decisions; and
- Working conditions.

In order for a match to be included, K&A requires that a classification's "likeness" be at approximately 70% of the matched classification.

When an appropriate match is not identified for one classification, K&A often uses "hybrids" which can be functional or represent a span in scope of responsibility. A functional hybrid means that the job of one classification at the City is performed by two or more classifications at a comparator agency. A "hybrid" representing a span in scope means that the comparator agency has one class that is "bigger" in scope and responsibility and one class that is "smaller," where the City's class falls in the middle.

If an appropriate match could not be found, then no match was reported as a non-comparable (N/C).

Data Spreadsheets

For each benchmark classification, there are three Classic tier and three PEPR tier information pages:

- Top Monthly Base Salary and Total Compensation Data (2 sheets per benchmark)
 - One sheet is sorted by top monthly
 - One sheet is sorted by total monthly
- Benefit Detail (Monthly Equivalent Values)



The average (mean) and median (midpoint) of the comparator agencies are reported on the top monthly salary and total compensation data spreadsheets. The % above or below that the City is compared to the average and median is also reported.

The mean is the sum of the comparator agencies' salaries/total compensation divided by the number of matches. The median is the midpoint of all data with 50% of data points below and 50% of data points above.

In order to calculate the mean and median, K&A requires that there be a minimum of four (4) comparator agencies with matching classifications to the benchmark classification. The reason for requiring a minimum of four matches is so that no one classification has undue influence on the calculations. Sufficient data was collected from the comparator agencies for 85 of the 118 benchmark classifications.

When using survey data to make salary range recommendations and adjustments, K&A recommends using the median, rather than the mean, because the median is not skewed by extremely high or low salary values.

MARKET COMPENSATION FINDINGS

The following table represents a summary of the market top monthly (base) salary and total compensation (base salary plus benefits [retirement, insurance, leaves, and allowances]) findings. Data spreadsheets were developed using two approaches for capturing retirement information; one reflecting retirement for employees in the classic tier and one for PEPRA tier employees. For each benchmark classification, the number of matches (agencies with a comparable position) and percent above or below the top monthly salary market median and total compensation market median is listed. The table is sorted by top monthly salary in descending order from the most positive percentile (above market) to the most negative (below market).

Table 3. Market Compensation Results Summary

Classification Title	# of Matches	Top Monthly % Above or Below	Total Compensation % Above or Below CLASSIC	Total Compensation % Above or Below PEPRA
Police Records Supervisor	9	20.2%	16.5%	12.4%
City Manager	12	15.2%	16.7%	13.3%
Payroll Specialist II	6	15.1%	11.6%	7.2%
Water Quality Analyst	7	14.0%	14.4%	10.2%
Police Captain	11	13.5%	15.4%	12.6%
Water Treatment Plant Operator	7	13.4%	13.7%	8.6%
Police Lieutenant	12	13.3%	15.3%	12.9%



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Classification Title	# of Matches	Top Monthly % Above or Below	Total Compensation % Above or Below CLASSIC	Total Compensation % Above or Below PEPRA
Associate Development Services/Engineering Technician	11	11.1%	8.2%	4.4%
Water Treatment Plant Superintendent	6	10.6%	10.4%	6.5%
Police Communications Supervisor	8	10.2%	8.6%	4.2%
Police Sergeant	12	9.9%	10.2%	10.6%
Associate Engineering Technician	11	9.6%	7.5%	3.2%
Operations Supervisor	12	9.4%	10.4%	5.9%
Police Officer	12	9.0%	8.3%	8.7%
Associate Community Development Technician	12	8.9%	6.8%	2.9%
Laboratory Assistant II	5	7.2%	5.6%	0.1%
Customer Service Representative II	4	6.9%	5.8%	1.4%
Collection Systems Superintendent	4	5.6%	4.6%	2.1%
Project Manager	7	5.4%	7.2%	3.6%
Accounting Technician II	11	4.2%	3.6%	-0.4%
Police Chief	12	3.9%	3.1%	9.7%
Water Treatment Plant Supervisor	5	3.9%	4.2%	1.9%
Economic Development Director	10	3.1%	13.1%	9.7%
Police Dispatcher	10	1.7%	7.7%	4.1%
Street Maintenance Worker II	12	1.1%	1.8%	-1.6%
Collection Systems Worker II	6	1.0%	-1.3%	-3.3%
Facility Maintenance Worker II	11	0.8%	0.7%	-3.2%
Landscape Maintenance Worker II	12	0.8%	-0.9%	-2.6%
Building Inspector II w/ Cert.	12	0.4%	-0.4%	-4.7%
Senior Administrative Assistant	6	0.2%	3.8%	-0.1%
Equipment Operator	9	-0.2%	-0.1%	-4.4%
Community Services Officer	10	-0.4%	5.4%	1.9%
Human Resources Technician	9	-0.4%	4.4%	1.0%
Associate Planner	11	-1.0%	-1.1%	-4.8%
Equipment Mechanic II	11	-1.0%	-0.9%	-4.6%
Administrative Assistant II	11	-1.2%	0.7%	-2.3%
Water Treatment Maintenance Worker II	7	-2.1%	-2.7%	-7.5%
Water Distribution Superintendent	5	-3.5%	-9.7%	-14.2%
Executive Assistant	11	-4.8%	-7.2%	-10.9%
Executive Legal Assistant	5	-5.7%	-0.6%	-3.9%
Crime Analyst	6	-5.9%	-8.2%	-11.9%



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Classification Title	# of Matches	Top Monthly % Above or Below	Total Compensation % Above or Below CLASSIC	Total Compensation % Above or Below PEPRA
Meter Service Worker	7	-6.0%	-1.0%	-4.2%
Public Works Inspector	10	-6.0%	-4.6%	-8.1%
Senior Planner	11	-6.4%	-4.6%	-9.6%
Assistant City Manager	11	-6.6%	1.7%	-0.3%
City Attorney	8	-6.7%	-4.3%	-6.8%
Code Enforcement Officer	12	-6.7%	-4.6%	-8.5%
Public Information/Communications Officer	7	-6.8%	-2.3%	-6.6%
Community Development Director	11	-7.8%	1.6%	0.0%
Assistant City Engineer	10	-8.2%	-5.1%	-9.9%
Water Distribution Operator II	7	-8.3%	-10.4%	-15.8%
Police Records Technician	11	-8.9%	-4.6%	-5.3%
Deputy Public Works Director	9	-9.4%	-6.8%	-12.0%
Building Inspection Services Manager	12	-9.9%	-8.3%	-12.4%
Information Systems Director	10	-10.0%	2.2%	-0.8%
Accountant II	10	-10.5%	-7.0%	-10.8%
Administrative Analyst II	11	-11.1%	-16.4%	-19.6%
Recreation Supervisor	9	-11.2%	-7.4%	-12.0%
Finance Director	12	-12.4%	-3.4%	-5.9%
Associate Transportation Engineer	10	-12.8%	-13.3%	-16.6%
Parks and Recreation Director	9	-13.6%	-4.5%	-4.4%
Public Works Director/City Engineer	12	-13.6%	-3.2%	-6.3%
General Laborer	6	-13.7%	-6.3%	-10.0%
Deputy City Attorney	7	-14.9%	-11.6%	-12.0%
Water Distribution Supervisor	5	-15.5%	-5.0%	-9.9%
Deputy City Clerk	10	-15.6%	-17.2%	-20.0%
Associate Civil Engineer	11	-15.7%	-13.7%	-19.0%
Water Treatment Instrument Technician II	6	-16.8%	-12.5%	-18.7%
Planning Manager	11	-18.0%	-8.2%	-13.5%
Recreation Leader II	8	-18.0%	N/A	N/A
Network Administrator	4	-18.5%	-18.8%	-21.5%
Senior Civil Engineer	9	-18.9%	-14.4%	-17.5%
Senior Traffic Engineer	9	-18.9%	-14.4%	-17.5%
Human Resources Analyst	11	-21.3%	-18.0%	-20.4%
Human Resources Director	10	-22.4%	-9.0%	-12.4%
Lifeguard/Swim Instructor	8	-22.6%	N/A	N/A
Recreation Programs Coordinator	11	-23.1%	-14.9%	-20.4%



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Classification Title	# of Matches	Top Monthly % Above or Below	Total Compensation % Above or Below CLASSIC	Total Compensation % Above or Below PEPRA
Assistant to the City Manager	6	-24.4%	-17.7%	-23.1%
Computer Technician	8	-25.3%	-19.3%	-23.8%
Economic Development Program Manager	6	-29.8%	-19.3%	-23.5%
Fleet Service Technician	11	-29.9%	-22.6%	-26.7%
Recreation Services Manager	7	-32.0%	-22.5%	-26.5%
Maintenance Helper – Facilities	6	-53.1%	N/A	N/A
Building Attendant	10	-64.8%	N/A	N/A
Office Assistant	7	-68.9%	N/A	N/A
Administrative Services Director	0	Insufficient Data	Insufficient Data	Insufficient Data
Animal Care Attendant*	2	Insufficient Data	N/A	N/A
Animal Control Officer	3	Insufficient Data	Insufficient Data	Insufficient Data
Animal Services Manager	1	Insufficient Data	Insufficient Data	Insufficient Data
Animal Services Technician	0	Insufficient Data	Insufficient Data	Insufficient Data
Aquatics Maintenance Worker II	0	Insufficient Data	Insufficient Data	Insufficient Data
Associate Public Works Technician	2	Insufficient Data	Insufficient Data	Insufficient Data
Business License Representative II	2	Insufficient Data	Insufficient Data	Insufficient Data
Camp Director*	2	Insufficient Data	N/A	N/A
Cashier*	1	Insufficient Data	N/A	N/A
Code Enforcement Maintenance Worker II	0	Insufficient Data	Insufficient Data	Insufficient Data
Code Enforcement Manager	2	Insufficient Data	Insufficient Data	Insufficient Data
Collection Systems Supervisor	2	Insufficient Data	Insufficient Data	Insufficient Data
Crime Data Technician	2	Insufficient Data	Insufficient Data	Insufficient Data
Cross-Connection Control Specialist II	3	Insufficient Data	Insufficient Data	Insufficient Data
Doctor of Veterinary Medicine	0	Insufficient Data	Insufficient Data	Insufficient Data
Finance Services Supervisor	3	Insufficient Data	Insufficient Data	Insufficient Data
GIS Specialist	3	Insufficient Data	Insufficient Data	Insufficient Data
Information Systems Project Manager	1	Insufficient Data	Insufficient Data	Insufficient Data
Instructor II*	1	Insufficient Data	N/A	N/A
Marina Attendant	1	Insufficient Data	Insufficient Data	Insufficient Data
Marina Leadworker/Property Manager	1	Insufficient Data	Insufficient Data	Insufficient Data
Marina Maintenance Worker II	2	Insufficient Data	Insufficient Data	Insufficient Data
Recreation Specialist	3	Insufficient Data	Insufficient Data	Insufficient Data
Recycling Assistant	1	Insufficient Data	Insufficient Data	Insufficient Data
Referee – Adult*	2	Insufficient Data	N/A	N/A
Registered Veterinary Technician	0	Insufficient Data	Insufficient Data	Insufficient Data
Risk Manager	2	Insufficient Data	Insufficient Data	Insufficient Data



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Classification Title	# of Matches	Top Monthly % Above or Below	Total Compensation % Above or Below CLASSIC	Total Compensation % Above or Below PEPRA
Senior Bus Driver*	0	Insufficient Data	N/A	N/A
Teacher*	1	Insufficient Data	N/A	N/A
Volunteer Coordinator*	2	Insufficient Data	N/A	N/A
Warehouse Worker II	3	Insufficient Data	Insufficient Data	Insufficient Data
Youth Services Network Manager	0	Insufficient Data	Insufficient Data	Insufficient Data

Base Salary

Base salary market results show that 55 classifications are paid below the market median, 30 classifications are paid above the market median, and 33 classifications had insufficient data, 8 of which were part time classifications.

# of Classifications	<5%	5-10%	10-15%	15% +	Total
Below the Market Median	9	16	9	21	55
Above the Market Median	11	9	7	3	30

Total Compensation

Total compensation market Classic tier results show that 47 classifications are paid below the market median, 33 classifications are paid above the market median, 25 classifications had insufficient data, and 13 part-time classifications were designated "N/A", as benefits were not collected.

# of Classifications	<5%	5-10%	10-15%	15% +	Total
Below the Market Median	19	11	8	9	47
Above the Market Median	12	10	7	4	33

Total compensation market PEPRA tier results show that 54 classifications are paid below the market median, 26 classifications are paid above the market median, 25 classifications had insufficient data, and 13 part-time classifications were designated "N/A", as benefits were not collected.

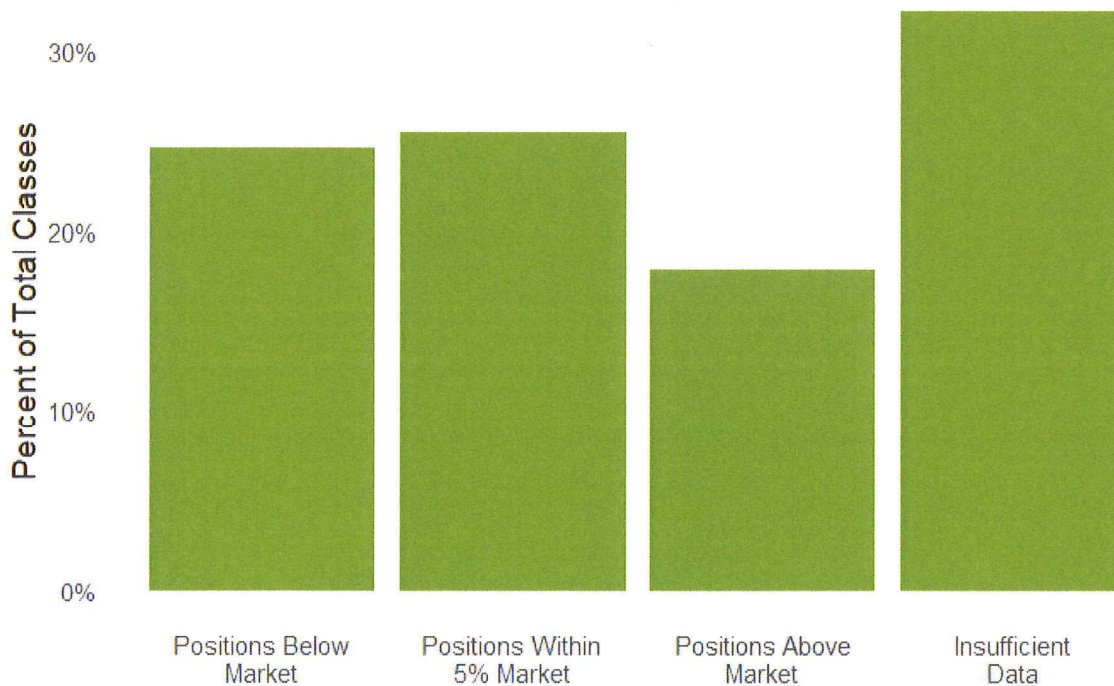
# of Classifications	<5%	5-10%	10-15%	15% +	Total
Below the Market Median	16	12	10	16	54
Above the Market Median	13	7	6	0	26



Generally, a classification falling within 5% of the median is considered to be competitive in the labor market for salary survey purposes because of the differences in compensation policy, actual scope of work, and position requirements. However, the City can adopt a different standard.

Overall, the differences between market base salaries and total compensation indicate that the City's benefits package puts the City at a more competitive advantage. Further analysis indicates that, on average, classifications are 7.0% below the market median for base salaries, while that figure changes to 2.0% below the market median for Classic total compensation and 5.4% below market median for PEPR total compensation, which is a difference of 5.0% for Classic and 1.6% for PEPR (i.e., the City "gains" a 5.0% for Classic or 1.6% for PEPR competitive advantage when taking benefits into consideration).

Figure 1. Market Findings: Percent of benchmarks below, within, and above market



Benefits

The market benefits data reveals the major contributing factors that give the City a competitive advantage are the City's contributions to retirement, offering single highest year compensation, reporting employer paid member contribution (EPMC) as special compensation, and contributing to deferred compensation.

When looking at the classic tier, Antioch offers a richer PERS retirement formula than all the other comparators, except for one comparator agency, which is the greatest contributing factor to competitiveness. There are only three comparators that participate both in Social Security, as



well as PERS. There were ten comparators that contributed to another deferred compensation plan in addition to PERS. The City also requires employee cost-sharing towards the employer's retirement cost. There were five other agencies that required cost sharing and five agencies that required cost sharing for safety only. Only one other comparator maintained EPMC, but Antioch is the only agency who reports EPMC as special compensation. Table 4 below summarizes retirement formulas, single highest year, EPMC as special compensation, participation in social security, cost sharing, and if the agency contributes to a deferred compensation plan.

Table 4. Employer Retirement Benefit Contributions

Agency	Retirement Type	PERS Formula	Single Highest Year %	EPMC Reported as Special Compensation Yes / No / N/A	Participate in Social Security?	Employee Cost Sharing?	Contribute to Deferred Compensation Plan?
City of Antioch	Miscellaneous	2.7%@55	.7%	Yes	No	Yes	Yes
City of Alameda	Miscellaneous	2%@55	.5%	N/A	No	Yes	No
City of Benicia	Miscellaneous	2%@60	N/A	No	No	No	Yes
City of Brentwood	Miscellaneous	2%@60	N/A	N/A	No	No	Yes
City of Concord	Miscellaneous	2%@55	.5%	N/A	Yes	No	Yes
City of Manteca	Miscellaneous	2%@60	N/A	N/A	No	Yes	Yes
City of Martinez	Miscellaneous	2%@60	N/A	N/A	Yes	No	Yes
City of Oakley	Miscellaneous	2%@60	.5%	N/A	No	No	Yes
City of Pittsburg	Miscellaneous	2%@60	N/A	N/A	Yes	Yes	Yes
City of Richmond	Miscellaneous	2.7%@55	.7%	N/A	No	No	No
City of Tracy	Miscellaneous	2%@55	N/A	N/A	No	Yes	Yes
City of Vacaville	Miscellaneous	2%@55	.5%	N/A	No	Yes	Yes
City of Walnut Creek	Miscellaneous	2%@60	N/A	N/A	No	No	Yes
City of Antioch	Safety	3%@50	1.2%	Yes	No	Yes	No
City of Alameda	Safety	3%@50	1.2%	N/A	No	Yes	Yes
City of Benicia	Safety	3%@55	N/A	No	No	Yes	No
City of Brentwood	Safety	3%@55	N/A	N/A	No	No	Yes
City of Concord	Safety	3%@50	1.2%	N/A	Yes	Yes	No
City of Manteca	Safety	3%@55	N/A	N/A	No	Yes	Yes
City of Martinez	Safety	3%@55	N/A	N/A	No	Yes	No
City of Oakley	Safety	2.7%@57	N/A	N/A	No	No	No
City of Pittsburg	Safety	3%@55	1.2%	N/A	No	Yes	Yes
City of Richmond	Safety	3%@50	1.2%	N/A	No	Yes	No



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Agency	Retirement Type	PERS Formula	Single Highest Year %	EPMC Reported as Special Compensation Yes / No / N/A	Participate in Social Security?	Employee Cost Sharing?	Contribute to Deferred Compensation Plan?
City of Tracy	Safety	3%@55	1.2%	N/A	No	Yes	Yes
City of Vacaville	Safety	2%@50	N/A	N/A	No	Yes	No
City of Walnut Creek	Safety	3%@55	N/A	N/A	No	Yes	No

INTERNAL SALARY RELATIONSHIPS

Building from the salary levels established for identified benchmark classes, internal salary relationships were developed and consistently applied in order to develop specific salary recommendations for all non-benchmarked classifications.

In the future, the City may need to utilize internal alignment practices if the number of staff grows, and additional classifications are added or classifications change. While analyzing internal relationships, the same factors analyzed when comparing the City's classifications to the labor market are used when making internal salary alignment recommendations.

In addition, the following are standard human resources practices that are commonly applied when making salary recommendations based upon internal relationships:

- A salary within 5% of the market average or median is considered to be competitive in the labor market for salary survey purposes because of the differences in compensation policy and actual scope of the position and its requirements. However, the City can adopt a closer standard.
- Certain internal percentages are often applied. Those that are the most common are:
 - The differential between a trainee and experienced (or journey) class in a series (I/II or Trainee/Experienced) is generally 10% to 15%;
 - A lead or advanced journey-level (III or Senior-level) class is generally placed 10% to 15% above the journey-level.
 - A full supervisory class is normally placed at least 10% to 25% above the highest level supervised, depending upon the breadth and scope of supervision.
- When a market or internal equity adjustment is granted to one class in a series, the other classes in the series are also adjusted accordingly to maintain internal equity.

Internal equity between certain levels of classifications is a fundamental factor to be considered when making salary decisions. When conducting a market compensation survey, results can often show that certain classifications that are aligned with each other are not the same in the outside labor market. However, as an organization, careful consideration should be given to



these alignments because they represent internal value of classifications within job families, as well as across the organization.

For the purposes of this study, K&A utilized market data to develop the salary recommendations for all of the benchmarked classifications and used internal equity principles to make the salary recommendations for 85 classifications that were not benchmarked. For the non-benchmarked classifications, internal alignments with other classifications will need to be considered, either in the same class series or those classifications that have similar scope of work, level of responsibility, and “worth” to the City. Where it is difficult to ascertain internal relationships due to unique qualifications and responsibilities, reliance can be placed on past internal relationships. It is important for City management to carefully review these internal relationships and determine if they are still appropriate given the current market data.

It is also important to analyze market data and internal relationships within class series as well as across the organization, and adjust salary range placements, as necessary, based on the needs of the organization.

The City may want to make internal equity adjustments or alignments, as it implements the compensation strategy. This market survey is only a tool to be used by the City to determine market indexing and salary determination.

RECOMMENDATIONS

Pay Philosophy

The City has many options regarding what type of compensation plan it wants to implement. This decision will be based on what the City’s pay philosophy is, at which level it desires to pay its employees compared to the market, whether it is going to consider additional alternative compensation programs, and how great the competition is with other agencies over recruitment of a highly qualified workforce.

Proposed Salary Structure

Currently, the City has a salary structure with each salary range has five steps with 5% between each step. It is recommended that the City maintain a similar salary structure however establish a range structure that creates ranges that are 2.5% apart. Appendix III contains the current salary range structure.

It is important to note that the salary range structure connects all salary ranges, and their steps, by formula, thereby allowing for COLAs to be applied to only one-dollar figure in the table/matrix, which then automatically updates the entire table. Due to the formula that connects each range to the next (with 2.5% differentials between each range), there is a compounding effect when drawing relationships that span several ranges. For example, with 2.5% differentials between ranges, four ranges should represent a 10% differential. However, because the compounding



effect of 2.5%, on top of 2.5%, on top of 2.5%, and so on, the differential between Range 1 and Range 5 is not exactly 10%, but it is slightly greater.

Proposed Salary Range Placements

Appendix IV illustrates the proposed salary range placement for each classification based on the market data as well as the internal relationship analysis. The recommendations are based on classic tier total compensation market results. The following calculation was used:

1. Multiplied the City's current top monthly salary by the percentage difference between the City's total compensation and the total compensation market median to calculate the Market Placement Salary.
2. The classification was then placed within the proposed salary range with a Step 5 salary closest to the Market Placement Salary.

K&A also modified the current internal alignment in certain instances where it seemed warranted based on market-supported groupings and/or compaction issues.

For all classifications, this primary implementation procedure must be completed only at the initial time of implementation. In the future, if the City decides to implement annual across-the-board cost of living adjustment increases, only the salary schedule that was developed and included herein needs to be increased by the appropriate percentage, and each individual salary range will move up with this adjustment. This will ensure that the internal salary relationships are preserved, and the salary schedule remains structured and easily administered.

Options for Implementation

While the City may be interested in bringing all salaries to the market median, in most cases this goal may not be reached with a single adjustment. In this case, one option is to move employees into the salary range that is recommended for each class based on this market study and to the step within the new range that is closest to their current compensation. If employees' current salaries are significantly below market so that their current compensation falls below the bottom of the newly recommended range, then larger adjustments would be needed to move those employees at least to the bottom of the new salary range.

Another option is to use a phased implementation approach. Normally, if the compensation implementation program must be carried over months or years, the classes that are farthest from the market median should receive the greatest equity increase (separate from any cost-of-living increase). If a class falls within 5% of the market median, it would be logical to make no equity adjustment in the first round of changes. However, if a class is more than 5% (or in this case, more than 20%) below the market median, a higher percentage change may be initially warranted to reduce the disparity.



For example, if the City decided to implement the recommendations over a three-year period, then the following guidelines could be applied for the initial increase of the three-year implementation plan:

Table 5. Three-Year Implementation Proposal

Market Disparity	% Increase
0 to 4.99%	0 to 2.49%
5.0% to 9.99%	2.5% to 4.99%
10.0% to 14.99%	5.0% to 7.49%
15.0% to 19.99%	7.5% to 9.99%
20.0% and above	10.0%

The initial first year adjustment would provide a portion of the equity increase and place the class into the closest step (but not below) where they are now. Subsequent increases would be spaced on a similar schedule (at annual intervals) based upon the remaining disparity after each adjustment.

Please note that typically, for those classes that had a market disparity of 0 to 4.99%, we recommend a 0% increase in the first year and an adjustment in the second year. Depending upon the City's financial situation, which will have to be reviewed before each further adjustment is made, all market disparity adjustments are intended to be completed by the third year. The City may also consider a similar implementation plan over a longer period of time, like a five-year implementation plan.

The City may spend additional time to go through a process of deliberation and decision-making as to what compensation philosophy it should implement to attract, motivate, and retain a high-quality workforce. However, the City may want to consider adjusting those classifications' salaries that are currently below the market median as soon as possible, assuming that incumbents' performance meets the City's level of expectation.

When classifications are over market, K&A typically recommends Y-rating employees whose current pay exceeds the maximum of the recommended range until the market numbers "catch up" with their current salary. To Y-rate an employee means to keep the employee's salary frozen and to provide no salary increases (including no cost of living adjustments) until the employee's current salary is within the recommended salary range. This will result in no immediate loss of income but will delay any future increases until the incumbent's salary is within the salary range.

Other options to "freezing" a classification's salary in place until the market catches up are:

- **"Grandfathering" of salary ranges:** This means that the salary range for the classification is adjusted down to what the market numbers are. However, current incumbents would continue being paid at the current rate of pay (which would put them outside of the new and adjusted salary range for the class) until they separate from employment with City. Any new hires would be paid within the newly established salary range.



- **Single-incumbent classes:** If a class only has one incumbent, an option would be to wait until the person separates from employment with City and then adjust the salary range for the class according to the market.
- **Recent hires:** Some employees who have recently been hired may still be at one of the lower steps within their current salary range. So, even if the top of their current salary range is above market, the incumbents are currently still paid below the market maximum because they are not at the top of their current salary range. In this case, an immediate salary range adjustment could be made to bring the salary range within the market. This would bring the affected incumbents either to the top of the market range or very close to it, but they would not technically be Y-rated or lose any pay.

Another option, of course, is to actually reduce salaries down to the market. However, from an employee relations perspective this may not be a viable option.

USING THE MARKET DATA AS A TOOL

K&A would like to reiterate that this report and the findings are meant to be a tool for the City to create and implement an equitable compensation plan. Compensation strategies are designed to attract and retain excellent staff; however, financial realities and the City's expectations may also come into play when determining appropriate compensation philosophies and strategies. The collected data presented herein represents a market survey that will give the City an instrument to make future compensation decisions.

It has been a pleasure working with City on this critical project. Please do not hesitate to contact us if we can provide any additional information or clarification regarding this report.

Respectfully submitted by,

Koff & Associates

A handwritten signature in blue ink, appearing to read 'Katie Kaneko'.

Katie Kaneko
President



Appendix IV

Salary Range Placement Recommendations

City of Antioch
Appendix IV: Salary Range Placement Recommendations
March 2021

Class Title	Current Maximum	% from Total Comp Median	Market Placement	Proposed Salary Range	Proposed Maximum	Percent Difference	Study Benchmark	Rationale
Accountant I	\$ 7,021			43	\$7,515	7.04%		Internal Alignment: 10% below Accountant II
Accountant II	\$ 7,741	-7.0%	\$8,282	47	\$8,295	7.16%	x	Market and range placement.
Accounting Technician I	\$5,839			31	\$5,588	-4.30%		Internal Alignment: 10% below Accounting Technician II
Accounting Technician II	\$6,438	3.6%	\$6,208	35	\$6,168	-4.20%	x	Market and range placement.
Administrative Analyst I	\$7,318			48	\$8,502	16.19%		Internal Alignment: 10% below Administrative Analyst II
Administrative Analyst II	\$8,059	-16.4%	\$9,383	52	\$9,385	16.46%	x	Market and range placement.
Administrative Analyst III	\$8,949			56	\$10,359	15.76%		Internal Alignment: 10% above Administrative Analyst II
Administrative Assistant I	\$4,681			24	\$4,701	0.42%		Internal Alignment: 10% below Administrative Assistant II
Administrative Assistant II	\$ 5,160	0.7%	\$5,125	28	\$5,189	0.56%	x	Market and range placement.
Administrative Assistant III	\$5,676			32	\$5,727	0.91%		Internal Alignment: 10% above Administrative Assistant II
Administrative Services Director	\$ 14,624	Insuff. Data	Insuff. Data	74	\$16,157	10.48%	x	Internal Alignment: 10% below Assistant City Manager
Animal Control Officer	\$ 5,352	Insuff. Data	Insuff. Data	29	\$5,319	-0.63%	x	Internal Alignment: 25% below the Code Enforcement Officer
Animal Services Manager	\$ 11,036	Insuff. Data	Insuff. Data	55	\$10,107	-8.42%	x	Internal Alignment: 40% above Animal Services Supervisor
Animal Services Supervisor	\$7,358			39	\$6,808	-7.47%		Internal Alignment: 20% above Animal Control Officer
Animal Services Technician	\$ 4,427	Insuff. Data	Insuff. Data	23	\$4,586	3.60%	x	Internal Alignment: 20% below Animal Control Officer
Aquatics Maintenance Worker I	\$5,524			29	\$5,319	-3.72%		Internal Alignment: 10% below Aquatics Maintenance Worker II
Aquatics Maintenance Worker II	\$ 6,058	Insuff. Data	Insuff. Data	33	\$5,871	-3.10%	x	Internal Alignment: Anchor to Landscape Maintenance Worker II
Assistant City Engineer	\$ 13,062	-5.1%	\$13,734	67	\$13,592	4.06%	x	Market and range placement.
Assistant City Manager	\$ 18,241	1.7%	\$17,926	78	\$17,835	-2.23%	x	Market and range placement.
Assistant Community Development Technician	\$6,658			35	\$6,168	-7.36%		Internal Alignment: 10% below Associate Community Development Technician
Assistant Development Services/Engineering Technician	\$6,658			35	\$6,168	-7.36%		Internal Alignment: 10% below Associate Development Services/Engineering Tech
Assistant Engineer	\$9,077			54	\$9,860	8.63%		Internal Alignment: 10% below Associate Civil Engineer
Assistant Engineering Technician	\$6,658			34	\$6,017	-9.62%		Internal Alignment: 10% below Associate Engineering Technician
Assistant Planner	\$7,226			45	\$7,895	9.26%		Internal Alignment: 10% below Associate Planner
Assistant Public Works Technician	\$6,658			35	\$6,168	-7.36%		Internal Alignment: 10% below Associate Public Works Technician
Assistant to the City Manager	\$9,955	-17.7%	\$11,715	61	\$11,721	17.74%	x	Market and range placement.
Associate Transportation Engineer	\$8,646			54	\$9,860	14.04%		Internal Alignment: 10% below Associate Transportation Engineer
Associate Civil Engineer	\$ 9,496	-13.7%	\$10,793	58	\$10,884	14.62%	x	Market and range placement.
Associate Community Development Technician	\$ 7,322	6.8%	\$6,826	39	\$6,808	-7.02%	x	Market and range placement.
Associate Development Services/Engineering Technician	\$ 7,322	8.2%	\$6,721	39	\$6,808	-7.02%	x	Market and internal alignment to Associate Community Development Technician
Associate Engineering Technician	\$ 7,322	7.5%	\$6,773	39	\$6,808	-7.02%	x	Market and internal alignment to Associate Community Development Technician
Associate Planner	\$8,658	-1.1%	\$8,749	49	\$8,715	0.66%	x	Market and range placement.
Associate Public Works Technician	\$ 7,322	Insuff. Data	Insuff. Data	39	\$6,808	-7.02%	x	Internal alignment: Anchor to Associate Engineering Technician
Associate Transportation Engineer	\$ 9,496	-13.3%	\$10,760	58	\$10,884	14.62%	x	Market and range placement.
Building Inspection Services Manager	\$ 12,009	-8.3%	\$13,006	65	\$12,938	7.73%	x	Market and range placement.
Building Inspector I	\$7,798			42	\$7,332	-5.98%		Internal Alignment: 10% below Building Inspector II
Building Inspector II w/ Cert.	\$ 8,385	2.0%	\$8,217	47	\$8,295	-1.07%	x	Market and range placement.
Business License Representative I	\$5,329			31	\$5,588	4.86%		Internal Alignment: 10% below Business License Representative II
Business License Representative II	\$ 6,129	Insuff. Data	Insuff. Data	33	\$5,871	-4.21%	x	Internal Alignment: 5% below the Accounting Technician II
Buyer	\$6,145			35	\$6,168	0.37%		Internal Alignment: Anchor to Accounting Technician II
City Attorney	\$ 24,476	-4.3%	\$19,254	81	\$19,206	4.08%	x	Market and range placement.
City Manager	\$ 55,524	16.7%	\$20,386	84	\$20,683	-15.50%	x	Market and range placement.
Code Enforcement Maintenance Worker I	\$ 6,058			29	\$5,319	-3.72%		Internal Alignment: 10% below Code Enforcement Maintenance Worker II
Code Enforcement Maintenance Worker II	\$ 9,622	Insuff. Data	Insuff. Data	33	\$5,871	-3.10%	x	Internal Alignment: Anchor to Landscape Maintenance Worker II
Code Enforcement Manager	\$ 6,852	Insuff. Data	Insuff. Data	53	\$9,620	-0.02%	x	Internal Alignment: 30% above Code Enforcement Officer
Code Enforcement Officer	\$ 8,406	-4.6%	\$7,169	41	\$7,153	4.39%	x	Market and range placement.
Code Enforcement/Asset Recovery Coordinator	\$ 10,190			39	\$6,808	-19.01%		Internal Alignment: 10% above Accounting Technician II
Collection Systems Superintendent	\$ 10,190	4.6%	\$9,725	53	\$9,620	-5.60%	x	Market and range placement.

City of Antioch
Appendix IV: Salary Range Placement Recommendations
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Class Title	Current Maximum	% from Total Comp Median	Market Placement	Proposed Salary Range	Proposed Maximum	Percent Difference	Study Benchmark	Rationale
Collection Systems Supervisor	\$ 7,759	Insuff. Data	Insuff. Data	44	\$ 7,703	-0.72%	x	Internal Alignment: 15% above Lead Collection Systems Worker
Collection Systems Worker I	\$ 5,524			30	\$ 5,452	-1.31%		Internal Alignment: 10% below Collection Systems Worker II
Collection Systems Worker II	\$ 6,058	-1.3%	\$ 6,138	34	\$ 6,017	-0.68%	x	Market and range placement.
Community Development Director	\$ 15,844	1.6%	\$ 15,587	73	\$ 15,763	-0.51%	x	Market and range placement.
Community Services Officer	\$ 5,961	5.4%	\$ 5,639	31	\$ 5,588	-6.26%	x	Market and range placement.
Computer Technician	\$ 5,525	-19.3%	\$ 6,591	38	\$ 6,642	20.22%	x	Market and range placement.
Crime Analyst	\$ 8,038	-8.2%	\$ 8,695	49	\$ 8,715	8.42%	x	Market and range placement.
Crime Data Technician	\$ 5,731	Insuff. Data	Insuff. Data	32	\$ 5,727	-0.06%	x	Internal Alignment: Anchor to Administrative Assistant III
Cross-Connection Control Specialist I	\$ 5,524			30	\$ 5,452	-1.31%		Internal Alignment: 10% below Cross-Connection Control Specialist II
Cross-Connection Control Specialist II	\$ 6,058			34	\$ 6,017	-0.68%	x	Internal Alignment: Anchor to Collection Systems Worker II
Customer Service Representative I	\$ 4,605			21	\$ 4,365	-5.21%		Internal Alignment: 10% below Customer Service Representative II
Customer Service Representative II	\$ 5,075	5.8%	\$ 4,780	25	\$ 4,818	-5.06%	x	Market and range placement.
Deputy City Attorney	\$ 11,203	-11.6%	\$ 12,502	64	\$ 12,622	12.67%	x	Market and range placement.
Deputy City Clerk	\$ 6,112	-17.2%	\$ 7,165	41	\$ 7,153	17.03%	x	Market and range placement.
Deputy Finance Director	\$ 12,043			63	\$ 12,314	2.25%		Internal Alignment: 25% below Finance Director
Deputy Public Works Director	\$ 12,441	-6.8%	\$ 13,289	64	\$ 12,622	1.45%	x	Market and Internal Alignment: 20% below the Public Works Director
Deputy Public Works Director II	\$ 13,686			66	\$ 13,261	-3.11%		Internal Alignment: 20% below Public Works Director/City Engineer
Doctor of Veterinary Medicine	\$ 15,051	Insuff. Data	Insuff. Data	71	\$ 15,004	-0.32%	x	Market and range placement.
Economic Development Director	\$ 13,929	13.1%	\$ 12,109	62	\$ 12,014	-13.75%	x	Internal Alignment: 30% below the Economic Development Director
Economic Development Program Manager	\$ 8,696	-19.3%	\$ 10,374	50	\$ 8,933	2.72%	x	Internal Alignment: 10% below Equipment Mechanic II
Equipment Mechanic I	\$ 6,257			35	\$ 6,168	-1.43%		Market and range placement.
Equipment Mechanic II	\$ 6,866	-0.9%	\$ 6,929	39	\$ 6,808	-0.84%	x	Market and range placement.
Equipment Operator	\$ 6,383	-0.1%	\$ 6,391	35	\$ 6,168	-3.37%	x	Market and range placement.
Executive Assistant	\$ 7,305	-7.2%	\$ 7,830	45	\$ 7,895	8.08%	x	Market and range placement.
Executive Legal Assistant	\$ 6,680	-0.6%	\$ 6,722	39	\$ 6,808	1.92%	x	Market and range placement.
Facility Maintenance Worker I	\$ 5,524			29	\$ 5,319	-3.72%		Internal Alignment: 10% below Facility Maintenance Worker II
Facility Maintenance Worker II	\$ 6,058	0.7%	\$ 6,015	33	\$ 5,871	-3.10%	x	Market and range placement.
Finance Director	\$ 15,173	-3.4%	\$ 15,686	73	\$ 15,763	3.89%	x	Market and range placement.
Finance Services Supervisor	\$ 9,626	Insuff. Data	Insuff. Data	53	\$ 9,620	-0.06%	x	Internal Alignment: 25% below Deputy Finance Director
Fleet Leadworker	\$ 7,552			40	\$ 6,978	-7.60%		Internal Alignment: 10% above Fleet Service Technician
Fleet Service Technician	\$ 5,335	-22.6%	\$ 6,541	36	\$ 6,322	18.49%	x	Market and range placement.
General Laborer	\$ 4,338	-6.3%	\$ 4,612	22	\$ 4,474	3.13%	x	Market and range placement.
GIS Coordinator	\$ 9,622			51	\$ 9,156	-4.84%		Internal Alignment: 30% above GIS Specialist
GIS Specialist	\$ 7,322	Insuff. Data	Insuff. Data	39	\$ 6,808	-7.02%	x	Internal Alignment: Anchor to Associate Engineering Technician
GIS Technician	\$ 6,658			35	\$ 6,168	-7.36%		Internal Alignment: 10% below GIS Specialist
Human Resources Analyst	\$ 7,273	-18.0%	\$ 8,579	48	\$ 8,502	16.90%	x	Market and range placement.
Human Resources Director	\$ 13,929	-9.0%	\$ 15,183	71	\$ 15,004	7.71%	x	Market and range placement.
Human Resources Technician	\$ 6,684	4.4%	\$ 6,392	36	\$ 6,322	-5.41%	x	Market and range placement.
Information Systems Director	\$ 13,152	2.2%	\$ 12,867	65	\$ 12,938	-1.63%	x	Market and range placement.
Information Systems Project Manager	\$ 9,349	Insuff. Data	Insuff. Data	53	\$ 9,620	2.90%	x	Internal Alignment: 30% below Information Systems Director
Junior Engineer	\$ 7,507			46	\$ 8,093	7.80%		Internal Alignment: 20% below Assistant Planner
Junior Planner	\$ 6,284			37	\$ 6,480	3.12%		Internal Alignment: 20% below Assistant Engineer
Junior Transportation Engineer	\$ 7,507			46	\$ 8,093	7.80%		Internal Alignment: 20% below Assistant Transportation Engineer
Laboratory Assistant I	\$ 6,344			33	\$ 5,871	-7.46%		Internal Alignment: 10% below Laboratory Assistant
Laboratory Assistant II	\$ 6,981	5.6%	\$ 6,592	37	\$ 6,480	-7.18%	x	Market and range placement.
Landscape Maintenance Worker I	\$ 5,524			29	\$ 5,319	-3.72%		Internal Alignment: 10% below Landscape Maintenance Worker II
Landscape Maintenance Worker II	\$ 6,058	-0.9%	\$ 6,111	33	\$ 5,871	-3.10%	x	Market and range placement.
Lead Collection Systems Worker	\$ 6,653			38	\$ 6,642	-0.16%		Internal Alignment: 10% above Collection Systems Worker II

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Class Title	Current Maximum	% from Total Comp Median	Market Placement	Proposed Salary Range	Proposed Maximum	Percent Difference	Study Benchmark	Rationale
Lead Cross-Connection Control Specialist	\$6,653			38	\$6,642	-0.16%		Internal Alignment: 10% above Cross-Connection Control Specialist
Lead Customer Service Representative	\$5,836			29	\$5,319	-8.87%		Internal Alignment: 10% above Customer Service Representative II
Lead Facility Maintenance Worker	\$6,653			37	\$6,480	-2.60%		Internal Alignment: 10% above Facility Maintenance Worker II
Lead Landscape Maintenance Worker	\$6,653			37	\$6,480	-2.60%		Internal Alignment: 10% above Landscape Maintenance Worker II
Lead Police Dispatcher	\$8,531			44	\$7,703	-9.71%		Internal Alignment: 10% above Police Dispatcher
Lead Police Records Technician	\$5,676			33	\$5,871	3.43%		Internal Alignment: 10% above Police Records Technician
Lead Street Maintenance Worker	\$6,653			36	\$6,322	-4.97%		Internal Alignment: 10% above Street Maintenance Worker II
Lead Warehouse Worker	\$6,653			37	\$6,480	-2.60%		Internal Alignment: 10% above Warehouse Worker II
Lead Water Distribution Operator	\$6,653			41	\$7,153	7.52%		Internal Alignment: 10% above Water Distribution Operator II
Legal Secretary	\$6,072			35	\$6,168	1.58%		Internal Alignment: 10% below Executive Legal Assistant
Mail & Print Clerk	\$4,299			20	\$4,259	-0.94%		Internal Alignment: 10% below Administrative Assistant I
Maintenance Worker I	\$5,524			29	\$5,319	-3.72%		Internal Alignment: Anchor to Landscape Maintenance Worker I
Marina Attendant	\$5,602	Insuff. Data	Insuff. Data	24	\$4,701	-16.09%	x	Internal Alignment: Anchor to Administrative Assistant I
Marina Leadworker/Property Manager	\$6,667	Insuff. Data	Insuff. Data	41	\$7,153	7.29%	x	Internal Alignment: 20% above Marina Maintenance Worker II
Marina Maintenance Worker I	\$5,363			29	\$5,319	-0.83%		Internal Alignment: 10% below Marina Maintenance Worker II
Meter Service Worker	\$6,058	Insuff. Data	Insuff. Data	33	\$5,871	-3.10%	x	Internal Alignment: Anchor to Landscape Maintenance Worker II
Network Administrator	\$5,524	-1.0%		30	\$5,452	-1.31%	x	Market and range placement.
Operations Supervisor	\$7,379	-18.8%	\$8,766	49	\$8,715	18.11%	x	Market and range placement.
Parks and Recreation Director	\$9,399	10.4%	\$8,417	48	\$8,502	-9.54%	x	Market and range placement.
Payroll Specialist	\$13,929	-4.5%	\$14,551	70	\$14,638	5.09%	x	Market and range placement.
Payroll Specialist II	\$7,266			36	\$6,322	-12.99%		Internal Alignment: 10% below Payroll Specialist II
Planning Manager	\$7,993	11.6%	\$7,064	40	\$6,978	-12.69%	x	Market and range placement.
Police Captain	\$12,281	-8.2%	\$13,289	66	\$13,261	7.98%	x	Market and range placement.
Police Chief	\$18,782	15.4%	\$15,894	73	\$15,763	-16.07%	x	Market and range placement.
Police Communications Supervisor	\$20,835	3.1%	\$20,182	83	\$20,178	-3.15%	x	Market and range placement.
Police Corporal	\$10,190	8.6%	\$9,317	52	\$9,385	-7.90%	x	Market and range placement.
Police Dispatcher	\$11,597			56	\$10,359	-10.67%		Internal Alignment: 10% below Police Sergeant
Police Lieutenant	\$7,584	7.7%	\$7,004	40	\$6,978	-7.99%	x	Market and range placement.
Police Officer	\$16,282	15.3%	\$13,793	68	\$13,932	-14.43%	x	Market and range placement.
Police Records Supervisor	\$10,307	8.3%	\$9,449	52	\$9,385	-8.94%	x	Market and range placement.
Police Records Technician	\$10,190	16.5%	\$8,510	48	\$8,502	-16.56%	x	Market and range placement.
Police Sergeant	\$5,088	-4.6%	\$5,323	29	\$5,319	4.53%	x	Market and range placement.
Project Manager	\$12,886	10.2%	\$11,576	60	\$11,435	-11.26%	x	Market and range placement.
Public Information/Communications Officer	\$12,223	7.2%	\$11,341	60	\$11,435	-6.45%	x	Market and range placement.
Public Works Director	\$9,707	-2.3%	\$9,929	54	\$9,860	1.58%	x	Market and range placement.
Public Works Director/City Engineer	\$15,173			72	\$15,379	1.36%		Internal Alignment: 5% below Public Works Director/City Engineer
Public Works Inspector	\$15,844	-3.2%	\$16,355	74	\$16,157	1.98%	x	Market and range placement.
Recreation Programs Coordinator	\$7,755	-4.6%	\$8,113	46	\$8,093	4.36%	x	Market and range placement.
Recreation Services Manager	\$5,485	-14.9%	\$6,305	36	\$6,322	15.26%	x	Market and range placement.
Recreation Specialist	\$8,752	-22.5%	\$10,725	57	\$10,618	21.33%	x	Market and range placement.
Recreation Supervisor	\$6,658	Insuff. Data	Insuff. Data	42	\$7,332	10.12%	x	Internal Alignment: Anchor 10% below Recreation Supervisor
Recycling Assistant	\$7,582	-7.4%	\$8,144	46	\$8,093	6.74%	x	Market and range placement.
Registered Veterinary Technician	\$4,993	Insuff. Data	Insuff. Data	32	\$5,727	14.71%	x	Internal Alignment: Anchor to Administrative Assistant III
Risk Manager	\$4,907	Insuff. Data	Insuff. Data	27	\$5,062	3.16%	x	Internal Alignment: 10% above Animal Services Technician
Senior Administrative Assistant	\$9,533	Insuff. Data	Insuff. Data	55	\$10,107	6.02%	x	Internal Alignment: 40% below Human Resources Director
Senior Building Inspector	\$6,072	3.8%	\$5,843	33	\$5,871	-3.32%	x	Market and range placement.
Senior Civil Engineer	\$8,962			50	\$8,933	-0.32%		Internal Alignment: 10% above Building Inspector II
	\$10,087	-14.4%	\$11,535	60	\$11,435	13.36%	x	Market and range placement.

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Class Title	Current Maximum	% from Total Comp Median	Market Placement	Proposed Salary Range	Proposed Maximum	Percent Difference	Study Benchmark	Rationale
Senior Community Development Technician	\$8,046			43	\$7,515	-6.60%		Internal Alignment: 10% above Associate Community Development Technician
Senior Computer Technician	\$6,083			42	\$7,332	20.53%		Internal Alignment: 10% above Associate Computer Technician
Senior Development Services/Engineering Technician	\$8,046			42	\$7,332	-8.88%		Internal Alignment: 10% above Associate Development Services/Engineering Tech
Senior Economic Development Program Manager	\$10,567			54	\$9,860	-6.69%		Internal Alignment: 10% above Economic Development Program Manager
Senior Engineering Technician	\$8,046			42	\$7,332	-8.88%		Internal Alignment: 10% above Associate Engineering Technician
Senior Executive Assistant	\$7,677			49	\$8,715	13.52%		Internal Alignment: 10% above Executive Assistant
Senior Planner	\$9,622	-4.6%	\$10,066	55	\$10,107	5.04%	x	Market and range placement.
Senior Public Works Inspector	\$8,556			50	\$8,933	4.41%		Internal Alignment: 10% above Public Works Inspector
Senior Public Works Technician	\$8,046			40	\$6,978	-13.27%		Internal Alignment: 10% above Associate Public Works Technician
Senior Traffic Engineer	\$10,087	-14.4%	\$11,535	60	\$11,435	13.36%	x	Market and range placement.
Senior Water Treatment Plant Operator	\$10,271			48	\$8,502	-17.22%		Internal Alignment: 15% above Water Treatment Plant Operator
Sewer Camera Truck Operator	\$6,383			35	\$6,168	-3.37%		Internal Alignment: Anchor to Equipment Operator
Street Maintenance Worker I	\$5,524	1.8%	\$5,950	28	\$5,189	-6.07%		Internal Alignment: 10% below Street Maintenance Worker II
Street Maintenance Worker II	\$6,058			33	\$5,871	-3.10%	x	Market and internal alignment to Landscape Maintenance Worker II
Warehouse Worker I	\$5,524			29	\$5,319	-3.72%		Internal Alignment: 10% below Warehouse Worker II
Warehouse Worker II	\$6,058	Insuff. Data	Insuff. Data	33	\$5,871	-3.10%	x	Internal Alignment: 10% below Street Maintenance Worker II
Water Distribution Operator I	\$5,524			33	\$5,871	6.28%		Internal Alignment: 10% below Water Distribution Operator II
Water Distribution Operator II	\$6,058	-10.4%	\$6,688	37	\$6,480	6.96%	x	Market and range placement.
Water Distribution Superintendent	\$10,190	-9.7%	\$11,177	59	\$11,156	9.48%	x	Market and range placement.
Water Distribution Supervisor	\$7,759	-5.0%	\$8,147	46	\$8,093	4.30%	x	Market and range placement.
Water Quality Analyst	\$10,829	14.4%	\$9,266	52	\$9,385	-13.33%	x	Market and range placement.
Water Treatment Instrument Technician I	\$6,457			40	\$6,978	8.07%		Internal Alignment: Anchor 10% below Water Treatment Instrument Technician II
Water Treatment Instrument Technician II	\$7,105	-12.5%	\$7,995	44	\$7,703	8.42%	x	Market and range placement.
Water Treatment Maintenance Worker I	\$6,335			36	\$6,322	-0.20%		Internal Alignment: Anchor 10% below Water Treatment Maintenance Worker II
Water Treatment Maintenance Worker II	\$6,972	-2.7%	\$7,158	40	\$6,978	0.09%	x	Market and range placement.
Water Treatment Maintenance Worker III	\$7,669			44	\$7,703	0.44%		Internal Alignment: Anchor 10% above Water Treatment Maintenance Worker II
Water Treatment Plant Operator	\$8,830	13.7%	\$7,621	42	\$7,332	-16.97%	x	Market and range placement.
Water Treatment Plant Superintendent	\$12,887	10.4%	\$11,542	60	\$11,435	-11.27%	x	Market and range placement.
Water Treatment Plant Supervisor	\$10,829	4.2%	\$10,379	52	\$9,385	-13.33%	x	Market and internal alignment: 20% below the WTP Superintendent
Water Treatment Plant Trainee	\$8,029			38	\$6,642	-17.27%		Internal Alignment: 10% below Water Treatment Plant Operator
Youth Services Network Manager	\$10,712	Insuff. Data	Insuff. Data	57	\$10,618	-0.87%	x	No JD. Align with Recreation Services Manager.

PART-TIME POSITIONS								
Animal Care Attendant	\$15	Insuff. Data	Insuff. Data				x	Low based on limited data
Building Attendant	\$14		\$ 23		\$23	64.29%	x	
Camp Director	\$16	Insuff. Data	Insuff. Data				x	Low based on limited data
Cashier	\$14	Insuff. Data	Insuff. Data				x	Low based on limited data
Instructor II	\$15	Insuff. Data	Insuff. Data				x	Low based on limited data
Lifeguard/Swim Instructor	\$14		\$ 17		\$17	21.43%	x	
Maintenance Helper – Facilities	\$14		\$ 21		\$21	50.00%	x	
Office Assistant	\$14		\$ 24		\$24	71.43%	x	
Recreation Leader II	\$14		\$ 17		\$17	21.43%	x	
Referee – Adult	\$24	Insuff. Data	Insuff. Data				x	High based on limited data.
Senior Bus Driver	\$21	Insuff. Data	Insuff. Data				x	No data
Teacher	\$14	Insuff. Data	Insuff. Data				x	Low based on limited data
Volunteer Coordinator	\$23	Insuff. Data	Insuff. Data				x	Low based on limited data
Camera Operator	\$18							

City of Antioch
Appendix IV: Salary Range Placement Recommendations
March 2021

Class Title	Current Maximum	% from Total Comp Median	Market Placement	Proposed Salary Range	Proposed Maximum	Percent Difference	Study Benchmark	Rationale
Cashier – Head	\$14							
Instructor I	\$14							
Instructor's Assistant	\$14							
Lifeguard – Head/Swim Instructor	\$14							
Marina Helper	\$14							
Police Trainee	\$32							
Public Works Support Staff	\$14							
Recreation Leader I	\$14							
Referee – Youth	\$14							
Reserve Police Officer	\$49							
Secretary I	\$23							
Secretary II	\$25							
Senior Recreation Leader	\$15							
Teacher's Aid	\$14							

City of Antioch
Proposed Salary Plan: Part Time
March 2021

Class Title	Current Maximum	% from Total Comp Median	Market Placement	Percent Difference	Proposed Salary Range	Proposed Maximum	Study Benchmark	Rationale
Animal Care Attendant	\$ 15	Insuff. Data	Insuff. Data		10	\$19.19	x (Low limited data)	Internal Alignment: 10% below Maintenance Helper – Facilities
Building Attendant	\$ 14		\$ 23	64.29%	17	\$22.82	x	Market and range placement.
Camera Operator	\$18				17	\$22.82		Internal Alignment: Maintain current alignment 20% above Senior Recreation Leader
Camp Director	\$ 16	Insuff. Data	Insuff. Data		15	\$21.72	x (Low limited data)	Internal Alignment: 15% above Senior Recreation Leader
Cashier	\$ 14	Insuff. Data	Insuff. Data		13	\$20.67	x (Low limited data)	Internal Alignment: 15% below Office Assistant
Cashier – Head	\$14				17	\$22.82		Internal Alignment: 10% above Cashier
Instructor I	\$14				9	\$18.73		Internal Alignment: Anchor to Recreation Leader II
Instructor II	\$ 15	Insuff. Data	Insuff. Data		13	\$20.67	x (Low limited data)	Internal Alignment: 10% above Instructor I
Instructor's Assistant	\$14				5	\$16.96		Internal Alignment: 10% below Instructor I
Lifeguard – Head/Swim Instructor	\$14				9	\$18.73		Internal Alignment: 10% above Lifeguard/Swim Instructor
Lifeguard/Swim Instructor	\$ 14		\$ 17	21.43%	5	\$16.96	x	Market and range placement.
Maintenance Helper – Facilities	\$ 14		\$ 21	50.00%	14	\$21.19	x	Market and range placement.
Marina Helper	\$14				14	\$21.19		Internal Alignment: Anchor to Maintenance Helper – Facilities
Office Assistant	\$ 14		\$ 24	71.43%	19	\$23.97	x	Market and range placement.
Police Trainee	\$32				28	\$29.94		Internal Alignment: 50% below the Reserve Police Officer
Public Works Support Staff	\$14				14	\$21.19		Internal Alignment: Anchor to Maintenance Helper – Facilities
Recreation Leader I	\$14				1	\$15.37		Internal Alignment: 10% below Recreation Leader II
Recreation Leader II	\$ 14				5	\$16.96	x	Market and range placement.
Referee – Adult	\$ 24	Insuff. Data	Insuff. Data	21.43%	13	\$20.67	x (High limited data)	Internal Alignment: 20% above Referee – Youth
Referee – Youth	\$14				5	\$16.96		Internal Alignment: Anchor to Recreation Leader II
Reserve Police Officer	\$49				48	\$49.05		Internal Alignment: Maintain current alignment 10% below Police Officer
Secretary I	\$23				23	\$26.46		Internal Alignment: 10% above Office Assistant
Secretary II	\$25				27	\$29.21		Internal Alignment: 10% above Secretary I
Senior Bus Driver	\$ 21	Insuff. Data	Insuff. Data		18	\$23.39	x (No data)	Internal Alignment: 10% above Maintenance Helper – Facilities
Senior Recreation Leader	\$15				9	\$18.73		Internal Alignment: 10% above Recreation Leader II
Teacher	\$ 14	Insuff. Data	Insuff. Data		9	\$18.73	x (Low limited data)	Internal Alignment: Anchor to Instructor II
Teacher's Aid	\$14				5	\$16.96		Internal Alignment: Anchor to Instructor's Assistant
Volunteer Coordinator	\$ 23	Insuff. Data	Insuff. Data		27	\$29.21	x (Low limited data)	Internal Alignment: anchor to Secretary II



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 14, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Thomas Lloyd Smith, City Attorney *TLS*

SUBJECT: Appointment of Mayor Pro Tem

RECOMMENDED ACTION

It is recommended that the City Council nominate and appoint the Mayor Pro Tempore.

FISCAL IMPACT

There is no fiscal impact associated with this action.

DISCUSSION

Government Code § 36802 states that the mayor shall preside at the meetings of the City Council. If the mayor is absent or unable to act, the mayor pro tempore shall serve until the mayor returns or is able to act. The mayor pro tempore has all of the powers and duties of the mayor.

Antioch Municipal Code § 2-1.403 states that the Mayor Pro Tempore shall have all the duties and responsibilities specified in the California Government Code. Pursuant to Cal. Gov't Code § 36802, the Mayor Pro Tempore serves in the absence of the Mayor or if he is unable to act until the mayor returns or is able to act. During such time, the Mayor Pro Tempore has all of the powers and duties of the Mayor. However, pursuant to Cal. Gov't Code § 34902, in the case of a vacancy in the office of the Mayor for any reason, the City Council shall fill the vacancy by appointment, or by calling an election as specified in that provision. (AMC § 2-1.403)

On June 23, 2020, the City Council adopted an ordinance amending Sections 1.401 and 1.402 of Title 2 of the Antioch Municipal Code revising the selection process and term of office for Mayor Pro Tempore ("Ordinance"). The selection process under the ordinance reads as follows:

§ 2-1.401 SELECTION.

(A) At the first City Council meeting following each general municipal election, or at the first City Council meeting of December during every odd year commencing

in 2021, the City Council shall designate one of its members to be Mayor Pro Tempore.

(B) The City Council shall select the Mayor Pro Tempore as follows:

(1) The Council member who has not previously served as Mayor Pro Tempore shall be selected. If more than one Council member has not previously served as Mayor Pro Tempore, the City Council shall select the member who received the highest percentage of votes from his or her district in the most recent general municipal election at which the council member was elected. If the selected Council member declines, the City Council shall select the next Council member who has not previously served and has the next highest percentage of votes from his or her district.

(2) If all Council members have previously served as mayor pro tempore, or if the Council members eligible in accordance with subsection (B)(1) decline, the City Council shall select the Council member who received the highest percentage of votes in his or her district in the most recent general municipal election at which the Council member was elected. If the selected Council member declines, or if the Council member would serve two consecutive years if chosen, the City Council shall select the member with the next highest percentage of votes from his or her district in the most recent general municipal election at which the Council member was elected.

Attachment A to this staff report contains the November 30, 2020 City of Antioch City Council election results.

ATTACHMENTS

A. Election Results for the City of Antioch



**CITY CLERK'S CERTIFICATE AS TO THE RESULTS OF THE CANVASS OF THE
CITY OF ANTIOCH**

NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION

State of California)
County of Contra Costa) ss.
City of Antioch)

I, ARNE SIMONSEN, MMC, City Clerk in and for the City of Antioch, Contra Costa County, State of California, do hereby certify that, pursuant to the provisions of the Elections Code, I did canvass the returns of the votes cast in the **City of Antioch** in said city at the General Municipal Election held on November 3, 2020 for said city candidates and Measure T submitted to the vote of the voters. I further certify that the statement of the votes cast, to which this certificate is attached, shows the whole number of votes cast in the **City of Antioch** and each respective precinct therein, and that the totals of the respective columns and the totals as shown for each candidate and Measure T are full, true and correct.

WITHNESS my hand and official seal this 8th day of December, 2020.



ARNE SIMONSEN, MMC, City Clerk

A handwritten signature in blue ink, appearing to read "Arne Simonsen", is written over a horizontal line.

**CERTIFICATE OF COUNTY CLERK AS TO THE RESULTS OF THE CANVASS OF THE
CITY OF ANTIOCH
NOVEMBER 3, 2020 GENERAL ELECTION**

State of California)
) ss.
County of Contra Costa)

I, DEBORAH COOPER, County Clerk in and for the County of Contra Costa, State of California, do hereby certify that, pursuant to the provisions of the Elections Code, I did canvass the returns of the votes cast in the **City of Antioch** in said county at the General Election held on November 3, 2020 for said city candidates and measure(s) submitted to the vote of the voters. I further certify that the statement of the votes cast, to which this certificate is attached, shows the whole number of votes cast in said City and each respective precinct therein, and that the totals of the respective columns and the totals as shown for each candidate and measure are full, true and correct.

WITNESS my hand and official seal this 30th day of November, 2020.

DEBORAH COOPER, County Clerk



By: Rosa Mena
Rosa Mena, Deputy Clerk

CITY OF ANTIOCH, MAYOR (Vote for 1)

Precincts Reported: 74 of 74 (100.00%)

		Vote By Mail	In-Person	Total	
Times Cast		42,361	5,236	47,597 / 62,394	
Candidate	Party	Vote By Mail	In-Person	Total	
LAMAR A. THORPE		18,072	1,720	19,792	
SEAN WRIGHT		13,330	1,764	15,094	
JULIO JESSE MENDEZ		3,925	478	4,403	
GABRIEL VISAYA MAKINANO		3,192	537	3,729	
RAKESH KUMAR CHRISTIAN		1,278	243	1,521	
Total Votes		39,797	4,742	44,539	

CITY OF ANTIOCH, MEMBER CITY COUNCIL, DISTRICT 1 (Vote for 1)

Precincts Reported: 16 of 16 (100.00%)

		Vote By Mail	In-Person	Total	
Times Cast		7,581	1,177	8,758 / 12,637	
Candidate	Party	Vote By Mail	In-Person	Total	
TAMISHA WALKER		2,526	355	2,881	
JOY MOTTS		2,388	281	2,669	
MANUEL LOUIS SOLIZ, JR.		2,045	362	2,407	
Total Votes		6,959	998	7,957	

CITY OF ANTIOCH, MEMBER, CITY COUNCIL, DISTRICT 2 (Vote for 1)

Precincts Reported: 14 of 14 (100.00%)

		Vote By Mail	In-Person	Total	
Times Cast		10,005	1,298	11,303 / 14,921	75.75%
Candidate	Party	Vote By Mail	In-Person	Total	
MIKE BARBANICA		4,770	678	5,448	53.22%
TONY G TISCARENO		4,350	438	4,788	46.78%
Total Votes		9,120	1,116	10,236	

CITY OF ANTIOCH, MEMBER, CITY COUNCIL, DISTRICT 3 (Vote for 1)

Precincts Reported: 24 of 24 (100.00%)

		Vote By Mail	In-Person	Total	
Times Cast		13,017	1,466	14,483 / 18,349	78.93%
Candidate	Party	Vote By Mail	In-Person	Total	
LORI OGORCHOCK		4,082	426	4,508	34.30%
NICHOLE GARDNER		3,601	331	3,932	29.92%
MARIE ARCE		2,361	260	2,621	19.94%
ANTWON R. WEBSTER, SR.		1,846	236	2,082	15.84%
Total Votes		11,890	1,253	13,143	

CITY OF ANTIOCH, MEMBER, CITY COUNCIL, DISTRICT 4 (Vote for 1)

Precincts Reported: 20 of 20 (100.00%)

		Vote By Mail	In-Person	Total	
Times Cast		11,758	1,295	13,053 / 16,487	79.17%
Candidate	Party	Vote By Mail	In-Person	Total	
MONICA E WILSON		6,000	492	6,492	55.17%
SANDRA GAIL WHITE		2,931	316	3,247	27.59%
ALEX JOHN ASTORGA		1,748	281	2,029	17.24%
Total Votes		10,679	1,089	11,768	

CITY OF ANTIOCH, CITY CLERK (Vote for 1)

Precincts Reported: 74 of 74 (100.00%)

		Vote By Mail	In-Person	Total	
Times Cast		42,361	5,236	47,597 / 62,394	76.28%
Candidate	Party	Vote By Mail	In-Person	Total	
ELLIE HOUSEHOLDER		15,199	1,518	16,717	39.24%
ARNE SIMONSEN		14,881	1,733	16,614	38.99%
DWAYNE DONALD EUBANKS		8,073	1,202	9,275	21.77%
Total Votes		38,153	4,453	42,606	

CITY OF ANTIOCH, TREASURER (Vote for 1)

Precincts Reported: 74 of 74 (100.00%)

		Vote By Mail	In-Person	Total	
Times Cast		42,361	5,236	47,597 / 62,394	76.28%
Candidate	Party	Vote By Mail	In-Person	Total	
LAUREN POSADA		18,790	2,348	21,138	50.02%
JIM DAVIS		19,052	2,071	21,123	49.98%
Total Votes		37,842	4,419	42,261	
