



## **CALL OF SPECIAL MEETING**

### Antioch City Council Special Meeting

Pursuant to Government Code section 54956, I hereby call a Special Meeting of the Antioch City Council. Said meeting shall be held on the following date, time, and place:

**DATE:** Friday, January 13, 2023

**TIME:** 4:30 P.M. Special Meeting

**PLACE:** Council Chambers  
200 'H' Street  
Antioch, CA 94509

The only items of business to be considered at such Special Meeting shall be set forth on the Special Meeting Agenda.

Dated: January 11, 2023

A handwritten signature in blue ink, appearing to read "L.A. Thorpe", written over a horizontal line.

LAMAR A. THORPE, Mayor  
City of Antioch



## **ANNOTATED AGENDA**

### **Antioch City Council SPECIAL MEETING**

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Date: **Friday, January 13, 2023**  
Time: **4:30 P.M. – Special Meeting**  
Place: **Council Chambers**  
**200 'H' Street**  
**Antioch, CA 94509**

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

**PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.**

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**Lamar Thorpe**, Mayor  
**Tamisha Torres-Walker**, Mayor Pro Tem (District 1)  
**Michael Barbanica**, Council Member District 2  
**Lori Ogorchock**, Council Member District 3  
**Monica E. Wilson**, Council Member District 4

**Ellie Householder**, City Clerk  
**Lauren Posada**, City Treasurer  
**Cornelius Johnson**, 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](mailto:publicworks@ci.antioch.ca.us).



## Notice of Opportunity to Address Council

The public has the opportunity to address the Council on each agenda item. To address the Council, fill out a Speaker Request form online **by 3:00 p.m. the day of the Council Meeting** at [https://www.antiochca.gov/speaker\\_card](https://www.antiochca.gov/speaker_card). Please see the Speaker Rules on the inside cover of this Agenda for additional information on public participation. The Council can only take action on items that are listed on the agenda.

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

### PLEDGE OF ALLEGIANCE

#### 1.      **ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS**

- MARTIN LUTHER KING, JR., DAY, January 16, 2023  
East County NAACP Celebration at Martin Luther King, Jr. Junior High School  
2012 Carion Court, Pittsburg, CA
- MARTIN LUTHER KING, JR., FREEDOM DAY, January 16, 2023  
Grace Arms of Antioch 2<sup>nd</sup> Annual Celebration – March and Insightful Program  
3415 Oakley Road, Antioch, CA

#### 2.      **ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS**

- SALES TAX CITIZENS' OVERSIGHT COMMITTEE
- CONTRA COSTA COUNTY LIBRARY COMMISSION
- ANTIOCH POLICE OVERSIGHT COMMISSION

#### 3.      **CONSENT CALENDAR**

##### A.      APPROVAL OF COUNCIL WARRANTS

***Approved, 4/0***

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

##### B.      PROFESSIONAL SERVICES CONTRACT WITH RANEY PLANNING & MANAGEMENT, INC. FOR \$111,084 FOR AMENDMENT TO THE EAST LONE TREE SPECIFIC PLAN

***Reso No. 2023/01 adopted, 4/0***

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

- 1) Approving the sole source request and professional services contract in the amount of \$111,084; and
- 2) Authorizing the City Manager to execute the agreement.

## **CONSENT CALENDAR – Continued**

**C. UNHOUSED RESIDENT SERVICES – AMENDMENT NO. 4 TO CONSULTING SERVICES AGREEMENT WITH FOCUS STRATEGIES**

***Reso No. 2023/02 adopted, 4/0***

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager to execute Amendment No. 4 to the Consulting Services Agreement with Focus Strategies.

**D. SHORT TERM LEASE AGREEMENT WITH MEALS ON WHEELS DIABLO REGION FOR TEMPORARY OFFICE SPACE AT THE NICK RODRIGUEZ COMMUNITY CENTER**

***Reso No. 2023/03 adopted, 4/0***

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

- 1) Approving a short-term lease agreement between the City of Antioch and Meals on Wheels Diablo Region for designated space at the Nick Rodriguez Center; and
- 2) Authorizing the City Manager to execute the Agreement.

**E. AMENDMENT OF THE CITY OF ANTIOCH'S SURPLUS PROPERTY LIST TO INCLUDE 275 W. TREGALLAS ROAD, ANTIOCH CA**

***Reso No. 2023/04 adopted, 4/0***

Recommended Action: It is recommended that the City Council adopt a resolution amending the City of Antioch's Surplus Property List to include 275 W. Tregallas Road, Antioch, CA.

**F. SECOND AMENDMENT TO THE BAY ALARM COMPANY AGREEMENT TO EXPAND THE AGREEMENT FOR ACCESS CONTROL, INTRUSION AND VIDEO MONITORING AT VARIOUS CITY OF ANTIOCH FACILITIES**

***Reso No. 2023/05 adopted, 4/0***

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

- 1) Approving the second amendment to the Maintenance Services Agreement with Bay Alarm Company, which increases the agreement by \$549,384 for a total agreement amount of \$1,447,844, to expand Access Control, Intrusion and Video Monitoring at various City of Antioch facilities; and
- 2) Authorizing the City Manager or designee to execute the second amendment to the Agreement in a form approved by the City Attorney.

## **CONSENT CALENDAR – Continued**

- G. REQUEST FOR AN INCREASE TO THE PURCHASE ORDER WITH CORE & MAIN FOR THE PROCUREMENT OF WATER DISTRIBUTION AND COLLECTION SYSTEMS MAINTENANCE PARTS AND SUPPLIES**

***Reso No. 2023/06 adopted, 4/0***

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

- 1) Approving an increase to the purchase order with Core & Main in the amount of \$275,000 in Fiscal Year 2022/23 for a total purchase order amount not to exceed \$635,000; and
- 2) Authorizing the City Manager or designee to make the necessary budget adjustment to the Fiscal Year 2022/23 Water and Sewer Enterprise budgets to cover the purchase order increase.

- H. AB 361: RESOLUTION MAKING FINDINGS NECESSARY TO CONDUCT BROWN ACT MEETINGS BY TELECONFERENCE FOR THE CITY COUNCIL, BOARDS, COMMISSIONS, AND COMMITTEES**

***Reso No. 2023/07 adopted, 3/1 (Ogorchock)***

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, which includes the City Council, boards, commissions, and committees.

- I. RESOLUTION RATIFYING THE PROCLAMATION OF THE DIRECTOR OF EMERGENCY SERVICES AND PROCLAIMING A LOCAL EMERGENCY CONCERNING THE SEVERE WINTER STORMS**

***Reso No. 2023/08 adopted, 4/0***

Recommended Action: It is recommended that the City Council adopt the resolution ratifying the proclamation of the Director of Emergency Services declaring a local emergency associated with the State Declared Severe Winter Storms, locally identified as the 2023 January Winter Storm Event.

## **COUNCIL REGULAR AGENDA**

### **4. DISCUSSION ITEM: REORGANIZATION OF THE PUBLIC WORKS DEPARTMENT AND COMMUNITY DEVELOPMENT DEPARTMENT**

***Direction provided to staff to bring back details on the reorganization***

Recommended Action: It is recommended that the City Council provide direction to staff concerning:

- 1) Whether staff should prepare an ordinance amending the Municipal Code:
  - a. reorganizing the Public Works Department and changing the position and responsibilities of “Director of Public Works/City Engineer” to become a new position entitled, “Public Works Director”;
  - b. creating a new Engineering Department and position description for the City Engineer;
  - c. reorganizing the Community Development Department; and
  - d. implementing other actions necessary to carry out the reorganization described above.
- 2) Whether staff should create new job classifications for the following positions:
  - a. Public Works Director
  - b. City Engineer

### **5. DISCUSSION ITEM: CITY COUNCIL MEMBERS’ SALARIES**

***Council discussed – no consensus to support salary increase at this time***

Recommended Action: It is recommended that the City Council provide direction to staff regarding salaries for City Council Members.

## **COUNCIL REGULAR AGENDA – Continued**

### **6. RESOLUTION APPROVING ALLOCATION FOR PART-TIME SECRETARY POSITIONS TO PROVIDE ADMINISTRATIVE SUPPORT TO CITY COUNCIL**

***Direction provided to staff to bring back internship model***

Recommended Action: It is recommended that the City Council consider taking the following actions:

- 1) Adopt a resolution approving the allocation of a part-time Secretary position to provide administrative support to District 2 and District 3 Council Members and authorizing the necessary Fiscal Year 2023 General Fund budget adjustment.
- 2) Adopt a resolution approving the allocation of a part-time Secretary position to provide administrative support to District 1 and District 4 Council Members and authorizing the necessary Fiscal Year 2023 General Fund budget adjustment.
- 3) Adopt a resolution approving the allocation of a part-time Secretary position to provide administrative support to the Mayor and authorizing the necessary Fiscal Year 2023 General Fund budget adjustment.

### **7. STANDBY CITY COUNCIL MEMBERS**

Recommended Action: It is recommended that the City Council appoint the following nominees as standby city council members:

- Mayor Thorpe:  
**1) Marie Arce; 2) Christina Hills; 3) Antonio Hernandez**
- Mayor Pro Tem (District 1) Torres-Walker:  
**1) Leslie May; 2) Kimberly Carlson; 3) Antoine Watt**
- Council Member (District 2) Barbanica: 1) ; 2) ; 3)  
***[Absent – item to come back to the next meeting for Council Member Barbanica]***
- Council Member (District 3) Ogorchock:  
**1) Roland Bernal; 2) Donald Freitas; 3) Sandy Hartrick**
- Council Member (District 4) Wilson:  
**1) Harry Thurston; 2) Devin Williams; 3) Susanna Williams**

## **COUNCIL REGULAR AGENDA – Continued**

### **8. CITY COUNCIL APPOINTMENTS TO COUNCIL COMMITTEE ASSIGNMENTS**

***Council motioned to postpone  
to the next meeting, 4/0***

Recommended Action: It is recommended that the City Council review and discuss City Council Committee Assignments. Mayor Thorpe will advance appointments for City Council approval by majority vote to be acted upon as follows:

- 1) Motion to approve all appointments for Mayor Thorpe,
- 2) Motion to approve all appointments for Mayor Pro Tem (Council Member District 1) – Torres-Walker,
- 3) Motion to approve all appointments for Council Member District 2 – Barbanica,
- 4) Motion to approve all appointments for Council Member District 3 – Ogorchock, and
- 5) Motion to approve all appointments for Council Member District 4 – Wilson.

**MOTION TO ADJOURN –** *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 Special Meeting at 5:31 p.m., 4/0***



**East County NAACP Presents**

LET'S CELEBRATE

**MARTIN LUTHER**

**KING JR DAY**

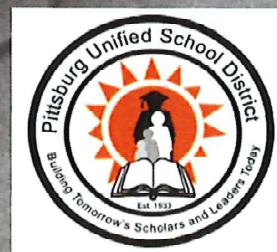
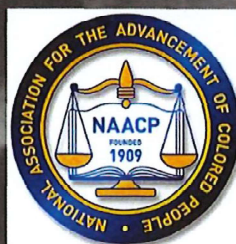
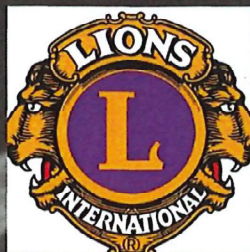
**FREE BREAKFAST**

WHAT WOULD MARTIN LUTHER KING THINK?...  
SECOND AMENDMENT RIGHTS?...  
GUN VIOLENCE?....  
WE ARE DONE DYING

**JANUARY 16TH 2023 @ 8:00 AM**

**MARTIN LUTHER KING, JR. JUNIOR HIGH SCHOOL  
2012 CARION CT, PITTSBURG, CA 94565**

**Sponsored by**





GRACE ARMS OF ANTIOCH - PRESENTS

# MARTIN LUTHER KING, JR.



"The **time** is always **right**  
to do what is **right**."



JOIN US FOR  
A MARCH & An Insightful PROGRAM

ENTERTAINMENT \* FOOD \* VENDORS \* **ALL FREE**

WHERE: 3415 Oakley Road, Antioch, CA

WHEN: January 16, 2023; March 3:00pm & Program 5:30pm

For more information [www.gracearmsofantioch.org/mlkir](http://www.gracearmsofantioch.org/mlkir)





The City of Antioch urges residents to become involved in their local community! One way to do so is to serve on the various Boards, Commissions, and Committees.

Any interested resident is encouraged to apply for the vacancies listed below by their corresponding deadline.

- **SALES TAX CITIZENS' OVERSIGHT COMMITTEE**
  - **EXTENDED Deadline: Friday, January 27<sup>th</sup>, 2023**
- **CONTRA COSTA COUNTY LIBRARY COMMISSION**
  - **Deadline: Tuesday, January 17<sup>th</sup>, 2023**
- **ANTIOCH POLICE OVERSIGHT COMMISSION**
  - **Deadline: Tuesday, January 17<sup>th</sup>, 2023**

To be considered for the vacancy position(s) listed above, please fill out and sign the “**Community Service Application**” form, available at City Hall or online at <https://www.antiochca.gov/government/boards-commissions/>.

Then, e-mail it to [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov), or print and mail/drop off in the water billing drop-off box outside City Hall at: **City Clerk, 200 H Street, Antioch, CA 94509**



**SALES TAX CITIZENS' OVERSIGHT COMMITTEE**

**PURPOSE:**

*The Committee's function is to review the expenditure records of the City's voter-approved Measure W one-cent sales tax effective April 1, 2019 and must report the results of their review to the City Council by April 1 each year.*

**CURRENT VACANCIES:**

- (4) Full-Term seats, expiring March 2026
- (1) Partial-Term seat, expiring March 2024

**MEETINGS:**

- At least 2 times annually,  
virtually on Zoom

**SEATS:**

- 1 Chair
- 1 Vice Chair
- 5 Committee Members

**REQUIREMENTS:**

- All members must reside in the City of Antioch

To be considered for the vacancy position(s) listed above, please fill out and sign the “**Community Service Application**” form on the next page, or online at <https://www.antiochca.gov/government/boards-commissions/>.

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**EXTENDED DEADLINE: FRIDAY, JANUARY 27, 2023**

## CONTRA COSTA COUNTY LIBRARY COMMISSION

### PURPOSE:

*The Contra Costa County Library Commission was established by the Contra Costa County Board of Supervisors in March 1991. The Commission was created to serve in an advisory capacity to the Board of Supervisors and the County Librarian.*

*For more information, go to: <https://ccclib.org/commission/>*

### CURRENT VACANCIES:

- (1) 4-year term, expiring November 2026

### MEETINGS:

- On the 3<sup>rd</sup> Thursday of every odd month at 7:00 p.m., virtually on Zoom

### SEATS:

- 18 members, 1 from each city/town in County
- 5 members, 1 appointed by each member of the Board of Supervisors
- 1 member from Central Labor Council
- 4 non-voting members, 1 from each: College District, East Bay Leadership Council, Office of Education, Friends Council

### REQUIREMENTS:

- Applicants must reside in the City of Antioch

To be considered for the vacancy position(s) listed above, please fill out and sign the “**Community Service Application**” form on the next page, or online at <https://www.antiochca.gov/government/boards-commissions/>.

Then, e-mail it to [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov), or print and mail/drop off in the water billing drop-off box outside City Hall at: **City Clerk, 200 H Street, Antioch, CA 94509**



**DEADLINE: TUESDAY, JANUARY 17, 2023**

## ANTIOCH POLICE OVERSIGHT COMMISSION

### PURPOSE:

*The Commission shall advise the City Council and Staff on the administration of the Antioch Police Department and public safety issues to ensure that the policies conform to national standards of constitutional policing.*

*The Commission shall promote, encourage, and facilitate community participation and oversight by reviewing and recommending policies that is sensitive to the diverse needs of residents, aiming to inform the community of its rights and responsibilities on interactions with police officers. (Ordinance 2212 C-S, passed May 24, 2022)*

### CURRENT VACANCIES:

- (2) 1-year terms, expiring November 30, 2023
- (2) 2-year terms, expiring November 30, 2024
- (3) 3-year terms, expiring November 30, 2025

### MEETINGS:

- Twice a month, except in July and December, when meetings occur only once.

### SEATS:

- 4 representatives, 1 from each District
- 1 representative from Faith-based community
- 1 representative from Business community
- 1 employee or student from Antioch Unified School District

### REQUIREMENTS:

- All members must reside in the City of Antioch
- **Not** a spouse of, or a current/former City employee / department-sworn employee / sworn police officer / sworn police officer association representative

To be considered for the vacancy position(s) listed above, please fill out and sign the “**Community Service Application**” form on the next page, or online at

<https://www.antiochca.gov/government/boards-commissions/>.

Then, e-mail it to [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov), or print and mail/drop off in the water billing drop-off box outside City Hall at: **City Clerk, 200 H Street, Antioch, CA 94509**



**DEADLINE: TUESDAY, JANUARY 17, 2023**



## ORDINANCE NO. 2212-C-S

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADDING SECTION 5.109 TO TITLE 2 AND CHAPTER 3 TO TITLE 4 OF THE ANTIOCH MUNICIPAL CODE CREATING THE ANTIOCH POLICE OVERSIGHT COMMISSION

**WHEREAS**, the City Council directed City staff to research and make recommendations to the City Council Police Oversight Standing Committee on the potential formation of an Antioch Police Oversight Commission;

**WHEREAS**, City staff researched (1) police oversight commissions and boards in general law and charter cities; (2) the differences between citizen police oversight commissions in general law cities and charter cities; and (3) solutions that can be achieved under each type of government within state and local laws and policies; and

**WHEREAS**, City staff recommends the formation of the Antioch Police Oversight Commission to increase transparency, enhance accountability, foster trust, and strengthen police-community relations in the City.

The City Council of the City of Antioch, California, hereby ordains as follows:

#### **SECTION 1. Recitals.**

The above recitals are incorporated as though set forth in this section.

#### **SECTION 2. Adoption.**

Section 2-5.109 is hereby added to the Antioch Municipal Code to read as follows:

#### **§ 2-5.109 ANTIOCH POLICE OVERSIGHT COMMISSION.**

The Antioch Police Oversight Commission ("Police Commission") consists of seven members. The Police Commission has the duties as specified in Chapter 3 of Title 4 of this code.

#### **SECTION 3. Adoption.**

Chapter 3 is hereby added to Title 4 of the Antioch Municipal Code to read as follows:

##### Sections

4-3.101	CREATED.
4-3.102	PURPOSE.
4-3.103	MEMBERSHIP AND APPOINTMENT.
4-3.104	TERMS OF OFFICE AND REMOVAL FROM OFFICE.
4-3.105	OFFICERS.
4-3.106	MEETINGS.
4-3.107	NO COMPENSATION.

- 4-3.108 BUDGET.
- 4-3.109 TRAINING.
- 4-3.110 POWERS AND DUTIES.
- 4-3.111 PUBLIC REPORTS.
- 4-3.112 REQUIREMENT OF COOPERATION BY THE ANTIOCH POLICE DEPARTMENT AND ALL OTHER CITY EMPLOYEES AND OFFICIALS WITH THE POLICE COMMISSION.

#### **§ 4-3.101 CREATED.**

There is hereby created an Antioch Police Oversight Commission (hereinafter referred to as the "Police Commission").

#### **§ 4-3.102 PURPOSE.**

The purpose of the Police Commission is to advise the City Council, City Manager, and Chief of Police on the administration of the Antioch Police Department and on matters of public safety within the City of Antioch to ensure that the Antioch Police Department's policies, practices, and customs conform to national standards of constitutional policing.

The Police Commission shall facilitate community participation and oversight by reviewing and recommending policies, procedures, practices, and programs designed to result in community policing that is effective, responsive, and sensitive to the diverse needs of the residents of the City.

The Police Commission shall promote and encourage open communication and cooperation between the Antioch Police Department and residents of the City, recognizing that policing the City of Antioch is a shared responsibility.

The Police Commission shall develop, review, and make policy recommendations aimed at informing the community of its rights and responsibilities when interacting with police officers.

#### **§ 4-3.103 MEMBERSHIP AND APPOINTMENT.**

(A) The Police Commission shall consist of seven (7) voting members appointed by the Mayor and confirmed by the City Council.

(B) All voting members of the Police Commission shall be residents of the City of Antioch.

(C) The Mayor and the City Council shall strive to appoint and confirm at least:

(a) one (1) representative from each of the four (4) councilmember voting districts of the City;



- (b) one (1) representative of the Antioch faith-based community;
- (c) one (1) representative of the Antioch business community; and
- (d) one (1) employee or student of the Antioch Unified School District.

(D) No one shall be excluded from the Police Commission because he or she has a criminal record.

(E) The following shall not be eligible to serve as a Police Commissioner:

- (a) current sworn police officer or his/her spouse;
- (b) current City employee or his/her spouse;
- (c) former Department sworn employee or his/her spouse; or
- (d) current or former employee, official, or representative of an employee association representing sworn police officers or his/her spouse.

(F) Commissioners shall not be issued and shall not display, wear, or carry badges that so resemble a peace officer's badge that an ordinary reasonable person would believe that Commissioners have the authority of a peace officer.

#### **§ 4-3.104 TERMS OF OFFICE AND REMOVAL FROM OFFICE.**

(A) The terms of office for all members of the Police Commission shall be three years, but the terms of not more than three (3) members shall expire in any one year. Therefore, when the initial seven (7) members are selected, two (2) commissioners shall be appointed to serve an initial one-year term, two (2) commissioners shall be appointed to serve an initial two-year term, and the remaining three (3) shall serve an initial three-year term. No members shall serve for more than two consecutive full terms. For this purpose, the initial one-year and two-year terms in this paragraph shall be considered full terms. The expiration date of all terms shall be November 31, but each member shall serve until his or her successor is duly appointed and qualified.

(B) A member may resign before the expiration of his or her term with written notification to the chairperson of the Police Commission and the Mayor.

(C) Members of the Police Commission shall serve at the pleasure of the City Council and may be removed from office by a majority vote of the Council.

(D) The Police Commission may recommend to the City Council that a member be removed for reasons including but not limited to:

- (a) misuse of position as a Police Commission member;

- (b) misuse of police-issued documents;
- (c) misconduct that impedes the member's ability to serve as an effective and impartial Police Commission member;
- (d) unexcused absences from at least three meetings in a one-year span of time;
- (e) violation of the Code of Ethics of the National Association for Civilian Oversight of Law Enforcement (NACOLE); or
- (f) conflict of interest.

(E) Upon receipt of notification of resignation or a Council vote of removal, the position shall be considered vacant and eligible for the Mayor to nominate a replacement commissioner for appointment with confirmation by the City Council. The replacement commissioner shall serve for the remainder of the term and be eligible for reappointment for one additional term.

#### **§ 4-3.105 OFFICERS.**

During January of each year, the Police Commission shall elect one of its members as chairperson and one as vice-chairperson who shall each hold office for one (1) year or until their respective successors are elected. After all Police Commission members have been appointed and confirmed, officers shall be elected no later than the second meeting of the Police Commission. No officer shall be eligible to serve more than two consecutive terms in the same office.

#### **§ 4-3.106 MEETINGS.**

(A) The Police Commission shall hold its first meeting within thirty days after all of its members have been appointed and confirmed. At the first meeting, the Police Commission shall set the time and date of regularly scheduled meetings, which shall occur at least twice each month, except during the months of July and December when regular meetings shall occur once per month. Regular meetings of the Police Commission shall be held at Antioch City Hall except for meetings held under section 4-3.060(B). The Police Commission shall notify the public of the time and place of its meetings and provide time for public comment at each meeting in compliance with the Brown Act.

(B) At least two meetings of the Police Commission each year shall be held at locations within the City of Antioch other than City Hall for the purpose increasing community engagement with the Police Commission. The Police Commission shall make a good faith effort to hold these meetings at public schools, youth centers, or community-based organizations within the City of Antioch.



(C) All Police Commission meetings are subject to the Brown Act.

(D) In the interest of upholding and modeling a positive relationship between the citizens of Antioch and the Antioch Police Department, the Antioch Chief of Police, or his or her designee, shall attend the beginning of all public meetings of the Police Commission and, as the first order of new business, be placed on the agenda to comment or report on any matters under consideration by the Police Commission.

#### **§ 4-3.107 NO COMPENSATION.**

Members of the Police Commission shall serve without compensation. However, the City Council may authorize the reimbursement of reasonable expenses incurred by the members in the performance of their duties.

#### **§ 4-3.108 BUDGET.**

The City shall provide the Police Commission with funding for general operating expenses, training, and continuing education for all Police Commissioners.

#### **§ 4-3.109 TRAINING.**

The City shall provide appropriate funding for introductory training of new Police Commission members as well as continuing education for all members. Training shall cover all of the following, but not be limited to:

- (A) The ordinance establishing the Police Commission;
- (B) National standards of constitutional policing;
- (C) Department operations, policies, procedures, practices, and programs;
- (D) Laws governing local public records and public meetings, confidentiality, police officer rights, arrestee rights, and excessive force; and
- (E) Police policies, practices, and procedures around stops, arrests, use of force, detention, large-scale protests, and marginalized communities.

#### **§ 4-3.110 POWERS AND DUTIES.**

To effectuate its purpose, the Police Commission shall, in compliance with the California Public Records Act (Gov. Code, §§ 6250 et seq.), Penal Code Sections 832.7 and 832.8; California Public Safety Officers Procedural Bill of Rights Act (Gov. Code, §§ 3300 et seq.), Government Code section 38630, Government Code section 37104, Penal Code section 832.7, and all other applicable state and federal law:

(A) Propose changes, at its discretion or upon receiving direction from the City Council, including modifications to the Police Department's proposed changes, to any policies or procedures of the Police Department that govern First Amendment assemblies, use of force, use of canines, use of de-escalation techniques on civilians, hate crimes, or biased-based policing including profiling based on any of the protected characteristics identified by federal, state, or local law. All such proposed changes and modifications shall be submitted to the City Council for approval or rejection.

(B) Recommend City Council approval or rejection of the Police Department's proposed changes to all policies and procedures of the Police Department that govern First Amendment assemblies, use of force, use of canines, use of de-escalation techniques with civilians, hate crimes, or biased-based policing including profiling based on any of the protected characteristics identified by federal, state, or local law.

(a) If the Police Commission recommends rejection of the proposed policy, the Police Department's proposed changes, notice of the Commission's rejection, and the reasons for rejection, together with the Police Department's proposed changes, shall be submitted to the City Council for review.

(b) If the Police Commission recommends approval of the Police Department's policy, the Police Department's proposed changes will proceed directly to the City Council for review.

(c) If the Police Commission does not approve or reject the Police Department's proposed changes within sixty (60) days of the Police Department's submission of the proposed changes to the Police Commission, the Police Department's proposed changes will proceed directly to the City Council for review.

(C) Review and comment on, at its discretion, any other policies, procedures, customs, and general orders of the Police Department. All such comments shall be submitted to the Chief of Police, the City Manager, and the City Attorney. The Chief of Police shall provide a written response to the Police Commission upon request.

(D) Review the City Council's proposed budget advise whether budgetary allocations for the Police Department are aligned with the Police Department's policies and procedures. The Police Commission shall conduct at least one public hearing on the Police Department budget per budget cycle and shall forward to the City Council any recommendations for change.

(E) Require the Chief of Police to submit an annual report to the Police Commission regarding such matters as the Police Commission shall require.

(F) Report at least once a year to the Mayor, the City Council, and to the public to the extent permissible by law, the information contained in the Chief's report in addition to such other matters as are relevant to the functions and duties of the Police Commission.



(G) Receive reports from the Police Department on publicly disclosable information concerning the status of civilian complaints. Develop a program for the mediation of civilian complaints, in coordination with the Chief of Police, the City Manager, and the City Attorney.

(H) Study, develop, and recommend community policing and alternative crime-prevention policies and strategies to the Chief of Police, City Manager, City Attorney, and City Council; assess and make recommendations regarding the role of social services in public safety, including but not limited to those related to mental health, alcohol and substance abuse, homelessness, juvenile justice, and education.

(I) Develop and recommend, in conjunction with the Chief of Police and the City Manager, educational programs regarding policing in Antioch and community outreach events, such as town hall meetings, forums to communicate information about neighborhood watch programs, and events designed to encourage safety and emergency preparedness.

(J) Request and review data from public records of the Antioch Police Department as needed to effectuate the Police Commission's powers and duties including data regarding police use of force; demographics of individuals stopped, searched, or arrested; demographics of Antioch Police Department officers and staff; and officer training and qualifications.

#### **§ 4-3.111 PUBLIC REPORTS.**

(A) The Police Commission shall draft and issue public reports regarding the issues described in section 4-3.100. An annual report may be in the form of an update from a previous year's report. The Police Commission may issue additional public reports as it deems appropriate.

(B) The Police Commission shall provide annual public reports to City Council, City Manager, and City Attorney on the Police Department's progress on Police Commission recommendations and other updates relevant to the mission of the Police Commission.

(C) All public reports shall omit or redact any confidential or privileged information as defined by State law.

#### **SECTION 4. CEQA.**

The adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3), which provides that CEQA only applies to projects which have the potential for causing a significant effect on the environment. Where it can be determined that the proposed project will not have a significant adverse effect on the environment, the project is not subject to CEQA. This Ordinance authorizes the City Council to create an Antioch Police

Oversight Commission and does not propose nor authorize any action or specific project that would have the potential to cause a significant adverse effect on the environment.

**SECTION 5. Severability.**

Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable, or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

**SECTION 6. 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.

\* \* \* \* \*

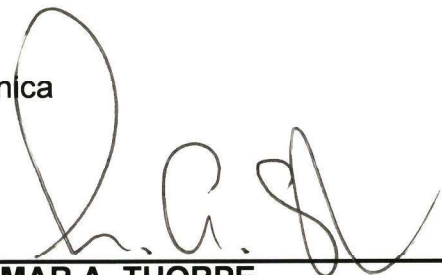
I **HEREBY CERTIFY** that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch held on the 10th day of May, 2022 and passed and adopted at a regular meeting thereof held on the 24th day of May, 2022, by the following vote:

**AYES:** Council Members District 1 Torres-Walker, District 4 Wilson, and Mayor Thorpe

**NOES:** Council Member District 3 Ogorchock

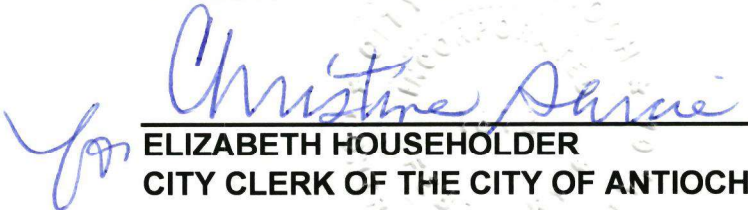
**ABSTAIN:** None

**ABSENT:** Mayor Pro Tem (District 2) Barbanica



**LAMAR A. THORPE**  
**MAYOR OF THE CITY OF ANTIOCH**

**ATTEST:**



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



CLAIMS BY FUND REPORT FOR THE PERIOD OF  
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**100 General Fund**

**Non Departmental**

00002608	PUEBLO, DANIEL, AND KITTY	BOND REFUND	500.00
00002609	RESCUE ROOTER	BOND REFUND	1,000.00
00403929	AFLAC	INSURANCE PREMIUM	4,512.14
00403954	BLUE SHIELD LIFE	INSURANCE PREMIUM	4,502.12
00403970	DELTA DENTAL	INSURANCE PREMIUM	41,896.31
00404010	POK JEW VOON	OVERPAYMENT REFUND	4.00
00404056	CONTRA COSTA COUNTY	PAYROLL	50.00
00404057	CONTRA COSTA WATER DISTRICT	CCWD FACILITY RESERVE FEE	157,995.74
00404059	COURT ORDERED DEBT COLLECTIONS	PAYROLL	40.00
00404069	ECC REG FEE AND FIN AUTH	PASS THRU FEES	517,017.00
00404071	FARZAD HEYDARI	OVERPAYMENT REFUND	4.00
00404081	LIFE INSURANCE OF NORTH AMERICA	PAYROLL	4,352.34
00404086	MIKES PASTRY SHOP	OVERPAYMENT REFUND	4.00
00404088	MUNICIPAL POOLING AUTHORITY	PAYROLL	2,157.94
00404095	PARS	PAYROLL	3,606.43
00404105	STATE OF CALIFORNIA	PAYROLL	147.59
00404106	STATE OF CALIFORNIA	PAYROLL	75.00
00404108	SUNRUN INSTALLATION SERVICES INC	REFUND CBSC FEE	2.38
00404131	RETIREE	MEDICAL AFTER RETIREMENT	232.94
00404146	BRAVO, GUADALUPE	REFUND CBSC FEE	11.47
00404156	COLONIAL LIFE	MONTHLY PREMIUM	597.98
00404191	LAW OFFICE OF RUTHANN G ZIEGLER	LEGAL SERVICES RENDERED	963.50
00404207	PERMIT SERVICES ON BEHALF OF HOME	REFUND CBSC FEE	1.50
00404209	QUALITY CONSERVATION SERVICES	REFUND SMIP FEE	1.50
00404267	COURT ORDERED DEBT COLLECTIONS	PAYROLL	40.00
00404275	DIAMOND HILLS SPORT CLUB	PAYROLL	53.00
00404276	DIAMOND HILLS SPORT CLUB	PAYROLL	27.00
00404294	IN SHAPE HEALTH CLUBS	PAYROLL	368.99
00404302	LIFE INSURANCE OF NORTH AMERICA	PAYROLL	4,314.54
00404305	MUNICIPAL POOLING AUTHORITY	PAYROLL	2,157.96
00404306	MUNICIPAL POOLING AUTHORITY	PAYROLL	1,066.55
00404311	OPERATING ENGINEERS LOCAL NO 3	PAYROLL	3,685.00
00404316	PARS	PAYROLL	4,449.02
00404326	STATE OF CALIFORNIA	PAYROLL	147.59
00404327	STATE OF CALIFORNIA	PAYROLL	75.00
00404339	VANTAGEPOINT TRANSFER AGENTS	PAYROLL	4,343.93
00944254	RETIREE	MEDICAL AFTER RETIREMENT	232.94
00944266	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	48,445.89
00944271	VANTAGEPOINT TRANSFER AGENTS	PAYROLL	7,642.96
00944272	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	30,309.56
00944285	AP SMA	PAYROLL	770.00
00944286	APOA	PAYROLL	21,130.38
00944287	APWEA	PAYROLL	2,030.00
00944299	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	63,391.44
00944303	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	30,267.97

**City Council**

00404004	OFFICE DEPOT INC	SUPPLIES	101.19
00404042	BANK OF AMERICA	BUSINESS EXPENSE	622.79



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00404114	WILSON, MONICA E	EXPENSE REIMBURSEMENT	86.50
00404116	AMERICAN TROPHIES AWARDS	KEY TO THE CITY PLAQUE	92.63
00404132	AMAZON CAPITAL SERVICES INC	SUPPLIES	36.16
00404223	VERIZON WIRELESS	DATA USAGE	103.20
<b>City Attorney</b>			
00403952	BERTRAND FOX & ELLIOT	LEGAL SERVICES RENDERED	212.00
00403954	BLUE SHIELD LIFE	INSURANCE PREMIUM	6.13
00403970	DELTA DENTAL	INSURANCE PREMIUM	60.18
00403998	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES RENDERED	2,774.37
00404004	OFFICE DEPOT INC	SUPPLIES	142.10
00404104	SHRED IT INC	SHRED SERVICES	103.92
00404117	BANK OF AMERICA	BUSINESS EXPENSE	1,209.00
00404128	LAW OFFICE OF DAVID A WOLF	LEGAL SERVICES RENDERED	11,541.98
00404143	BERTRAND FOX & ELLIOT	LEGAL SERVICES RENDERED	6,820.00
00404144	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	10,754.12
00404155	COLE HUBER LLP	LEGAL SERVICES RENDERED	66.00
00404164	DIABLO LIVE SCAN LLC	FINGERPRINTING	20.00
00404169	EIDEN, KITTY J	MINUTES CLERK	225.00
00404181	HANSON BRIDGETT LLP	LEGAL SERVICES RENDERED	34,443.83
00404191	LAW OFFICE OF RUTHANN G ZIEGLER	LEGAL SERVICES RENDERED	1,237.50
00404192	LEXISNEXIS	LEGAL RESEARCH	236.00
00404199	MEYERS NAVE A PROFESSIONAL CORP	LEGAL SERVICES RENDERED	69,598.42
00404216	TELECOM LAW FIRM PC	LEGAL SERVICES RENDERED	4,024.75
00404223	VERIZON WIRELESS	DATA USAGE	51.60
00944277	COMPUTERLAND	COMPUTER SUPPLIES	1,080.96
00944283	ALTURA COMMUNICATION SOLUTIONS LLC	COMMUNICATION SUPPLIES	257.91
00944290	CANON FINANCIAL SERVICES	LEASE AGREEMENT	179.19
<b>City Manager</b>			
00403963	COSTCO	BUSINESS EXPENSE	117.61
00404032	AMBIUS	PLANT SERVICE	340.91
00404042	BANK OF AMERICA	BUSINESS EXPENSE	1,568.91
00404172	FEDEX	SHIPPING	33.30
00404223	VERIZON WIRELESS	DATA USAGE	171.13
00404245	BIG SKY LOGOS AND EMBROIDERY	SUPPLIES	246.87
00404310	OFFICE DEPOT INC	SUPPLIES	73.41
00404342	VOLER STRATEGIC ADVISORS INC	PROFESSIONAL SERVICES	8,000.00
00944290	CANON FINANCIAL SERVICES	LEASE AGREEMENT	179.18
<b>City Clerk</b>			
00206796	ALHAMBRA	WATER SERVICE	27.97
00404092	OFFICE DEPOT INC	SUPPLIES	313.92
00404104	SHRED IT INC	SHRED SERVICES	51.97
00404133	AMERICAN LEGAL PUBLISHING	PROFESSIONAL SERVICES	5,069.86
00404219	TOTAL RECALL CAPTIONING	PROFESSIONAL SERVICES	805.00
00404224	VILLANUEVA JR, EDGAR ORTEGA	EXPENSE REIMBURSEMENT	805.76
00404233	AMERICAN LEGAL PUBLISHING	PROFESSIONAL SERVICES	414.47
00404280	EIDEN, KITTY J	PROFESSIONAL SERVICES	1,750.00
00944274	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	507.60
<b>City Treasurer</b>			
00404009	PFM ASSET MANAGEMENT LLC	ADVISORY SERVICE	11,408.40
00404083	LOOMIS ARMORED LLC	ARMORED CAR PICKUP	505.01





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**Human Resources**

00403970	DELTA DENTAL	INSURANCE PREMIUM	120.94
00404042	BANK OF AMERICA	BUSINESS EXPENSE	7,875.00
00404104	SHRED IT INC	SHRED SERVICES	103.91
00404186	KADDOURA, NASSIR ALI	EXPENSE REIMBURSEMENT	663.82
00404188	KYLA	COVID TESTING	1,025.57
00404266	CORTEZ, ANA E	EXPENSE REIMBURSEMENT	1,687.17
00404299	LANGUAGE TESTING INTERNATIONAL INC	LANGUAGE TESTING	611.00
00404300	LANGUAGE TESTING INTERNATIONAL INC	LANGUAGE TESTING	870.00
00404310	OFFICE DEPOT INC	SUPPLIES	113.58
00404346	WILLIAM AVERY AND ASSOCIATES	RECRUITMENT SERVICES	3,016.39

**Economic Development**

00403957	CALED	MEMBERSHIP RENEWAL	847.96
00404121	BANK OF AMERICA	BUSINESS EXPENSE	11,446.69
00404153	CLEAR CHANNEL OUTDOOR LLC	ADVERTISING SERVICE	3,400.00
00404177	GROUP C MEDIA INC	PROFESSIONAL SERVICES	10,750.00
00404223	VERIZON WIRELESS	DATA USAGE	51.60
00404289	GRICELDAS BEAUTY SALON	FACADE IMPROVEMENT	2,092.40
00404309	NORTHWEST MEDIA PARTNERS LLC	ADVERTISING SERVICE	12,787.21
00944250	ORANGE22 INC	CONSULTING SERVICES	6,000.00
00944267	ORANGE22 INC	CONSULTING SERVICES	10,725.00
00944290	CANON FINANCIAL SERVICES	LEASE AGREEMENT	179.18

**Finance Administration**

00404092	OFFICE DEPOT INC	SUPPLIES	37.25
00404122	BANK OF AMERICA	BUSINESS EXPENSE	125.00
00404132	AMAZON CAPITAL SERVICES INC	SUPPLIES	18.65
00404310	OFFICE DEPOT INC	SUPPLIES	102.17
00944268	RAY MORGAN COMPANY	COPIER LEASE	699.20

**Finance Accounting**

00404004	OFFICE DEPOT INC	SUPPLIES	169.09
00404092	OFFICE DEPOT INC	SUPPLIES	173.37
00404104	SHRED IT INC	SHRED SERVICES	51.97
00404122	BANK OF AMERICA	BUSINESS EXPENSE	740.34
00404154	CMRTA	MEMEBERSHIP RENEWAL	75.00
00404202	OFFICE DEPOT INC	SUPPLIES	450.23
00404310	OFFICE DEPOT INC	SUPPLIES	32.24
00944281	RAY MORGAN COMPANY	SCANNERS	1,646.25

**Finance Operations**

00404004	OFFICE DEPOT INC	SUPPLIES	215.10
00404022	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	12.00
00404092	OFFICE DEPOT INC	SUPPLIES	53.06
00404097	QUADIENT LEASING USA INC	POSTAGE	2,002.39
00404154	CMRTA	MEMBERSHIP RENEWAL	75.00
00404164	DIABLO LIVE SCAN LLC	FINGERPRINTING	20.00
00404220	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	6.00
00404310	OFFICE DEPOT INC	SUPPLIES	20.17

**Non Departmental**

00404010	POK JEW VOON	OVERPAYMENT REFUND	250.00
00404071	FARZAD HEYDARI	OVERPAYMENT REFUND	260.00
00404086	MIKES PASTRY SHOP	OVERPAYMENT REFUND	447.50



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00404094	PARS	CONSULTING SERVICES	2,300.00
00404098	REVENUE AND COST SPECIALIST LLC	COST ALLOCATION PLAN UPDAT	4,000.00
00404099	RL KELLER AND DANIEL BURK	OVERPAYMENT REFUND	1,576.78
00404122	BANK OF AMERICA	WATER SERVICE	200.82
00404126	PACIFIC CREDIT SERVICES	COLLECTION FEES	951.25
<b>Public Works Administration</b>			
00404139	BANK OF AMERICA	BUSINESS EXPENSE	71.88
00404223	VERIZON WIRELESS	DATA USAGE	38.01
<b>Public Works Street Maintenance</b>			
00403940	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	33,327.09
00404000	MANERI SIGN COMPANY	SIGNAGE	2,157.14
00404004	OFFICE DEPOT INC	OFFICE SUPPLIES	37.52
00404008	PERRY, DENNIS J	SAFETY SHOES REIMBURSEMEN	219.39
00404043	BAY AREA BARRICADE SERVICE INC	SUPPLIES	706.18
00404050	C AND J FAVALORA TRUCKING INC	EQUIPMENT RENTAL	8,661.00
00404061	DELTA GRINDING CO INC	EQUIPMENT RENTAL	3,950.00
00404101	ROBINS LOCK AND KEY	LOCK SMITH SERVICE	899.20
00404102	SHERWIN WILLIAMS CO	SUPPLIES	75.07
00404103	SHERWIN WILLIAMS CO	SUPPLIES	55.60
00404134	ANTIOCH ACE HARDWARE	SUPPLIES	32.35
00404164	DIABLO LIVE SCAN LLC	FINGERPRINTING	23.00
00404171	FASTENAL CO	SUPPLIES	887.80
00404184	HOME DEPOT, THE	POWER TOOLS	887.40
00404196	LOWES COMPANIES INC	SUPPLIES	219.19
00404201	NORTHAM, TODD L	MILEAGE REIMBURSEMENT	23.12
00404214	SHERWIN WILLIAMS CO	SUPPLIES	12.54
00404223	VERIZON WIRELESS	DATA USAGE	127.62
00404225	VISIONS RECYCLING INC	SUPPLIES	182.19
00404226	WATERSAVERS IRRIGATION	SUPPLIES	178.08
00404236	ANTIOCH ACE HARDWARE	SUPPLIES	26.65
00404304	MANERI SIGN COMPANY	SIGNAGE	3,717.23
00404310	OFFICE DEPOT INC	SUPPLIES	134.49
00404313	PACE SUPPLY CORP	SUPPLIES	37.93
00404323	SHERWIN WILLIAMS CO	SUPPLIES	525.92
00944264	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
00944278	GRAINGER INC	SUPPLIES	377.97
00944296	GRAINGER INC	SUPPLIES	67.78
00944300	QUENVOLDS	SAFETY SHOES	219.39
<b>Public Works-Signal/Street Lights</b>			
00403944	AT AND T MCI	PHONE	591.57
00403958	CALIFORNIA DEPT OF TRANSPORTATION	TRAFFIC SIGNAL MAINTENANCE	6,527.83
00403961	CONTRA COSTA COUNTY	CONTRA COSTA COUNTY TRAFF	12,493.43
00403969	DC ELECTRIC GROUP INC	PROFESSIONAL SERVICES	9,150.18
00404079	JAM SERVICES INC	SUPPLIES	15,018.19
00404205	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	7,847.70
<b>Public Works-Facilities Maintenance</b>			
00403944	AT AND T MCI	PHONE	30.11
00403945	AUTOMATIC DOOR SYSTEMS INC	DOOR REPAIR PARTS	369.94
00403949	BAY AREA AIR QUALITY MANAGEMENT DIST	ANNUAL PERMIT RENEWAL	483.00
00403950	BAY CITIES PYROTECTOR	TESTING SERVICES	1,920.00





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00403954	BLUE SHIELD LIFE	INSURANCE PREMIUM	12.26
00404007	PEPPER INVESTMENTS INC	PEST CONTROL	760.00
00404019	STERICYCLE INC	SHREDDING SERVICE	89.90
00404037	ANTIOCH ACE HARDWARE	SUPPLIES	99.35
00404063	DREAM RIDE ELEVATOR	PROFESSIONAL SERVICES	320.00
00404123	BAY AREA AIR QUALITY MANAGEMENT DIST	ANNUAL PERMIT RENEWAL	12,958.00
00404127	SHELTERWERK	REIMBURSE EXPENSES	143.37
00404132	AMAZON CAPITAL SERVICES INC	SUPPLIES	14.26
00404134	ANTIOCH ACE HARDWARE	SUPPLIES	16.78
00404139	BANK OF AMERICA	BUSINESS EXPENSE	198.00
00404164	DIABLO LIVE SCAN LLC	FINGERPRINTING	0.80
00404184	HOME DEPOT, THE	SUPPLIES	317.87
00404196	LOWES COMPANIES INC	SUPPLIES	678.86
00404205	PACIFIC GAS AND ELECTRIC CO	GAS	12,918.48
00404206	PEPPER INVESTMENTS INC	PEST CONTROL	125.00
00404223	VERIZON WIRELESS	DATA USAGE	89.61
00404229	ACE INDUSTRIAL SUPPLY INC	SUPPLIES	230.31
00404236	ANTIOCH ACE HARDWARE	SUPPLIES	243.27
00404242	BAY ALARM COMPANY	ALARM INSTALLATION	6,913.50
00404243	BAY ALARM COMPANY	ALARM SERVICE	1,100.74
00404256	CLASSY GLASS TINTING	WINDOW TINTING	260.00
00404279	EAST BAY WELDING SUPPLY	CYLINDER RENTAL	42.63
00404310	OFFICE DEPOT INC	SUPPLIES	48.27
00404337	V MENDOZA ROOFING INC	ROOF REPAIR	1,600.00
00944264	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	6,037.50
00944274	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	378.00
00944284	AMERICAN PLUMBING INC	PROFESSIONAL SERVICES	825.00
<b>Public Works-Parks Maint</b>			
00403944	AT AND T MCI	PHONE	51.42
00404020	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	93,672.25
00404068	EAST BAY WORK WEAR	SAFETY SHOES	452.24
00404139	BANK OF AMERICA	BUSINESS EXPENSE	913.43
00404164	DIABLO LIVE SCAN LLC	FINGERPRINTING	3.00
00404205	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,209.72
00404217	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	93,672.25
00404262	CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAXES	16.84
00404273	DC ELECTRIC GROUP INC	PROFESSIONAL SERVICES	5,196.43
00404287	GATES AND ASSOCIATES INC	PROFESSIONAL SERVICES	483.75
00404345	WATERSAVERS IRRIGATION	SUPPLIES	41.20
<b>Public Works-Median/General Land</b>			
00403944	AT AND T MCI	PHONE	166.76
00404004	OFFICE DEPOT INC	SUPPLIES	25.23
00404077	HYDROPOINT DATA SYSTEMS INC	CONTRACT FOR CONTROLLERS	8,971.34
00404164	DIABLO LIVE SCAN LLC	FINGERPRINTING	3.00
00404196	LOWES COMPANIES INC	SUPPLIES	277.95
00404205	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,089.73
00404217	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	10,789.36
00404332	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	450.00
00404345	WATERSAVERS IRRIGATION	SUPPLIES	484.84



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**Police Administration**

00207114	CITY OF ANTIOCH	PETTY CASH REFUND	23.00
00301272	COSTCO	SUPPLIES	47.97
00403928	ADAMSON POLICE PRODUCTS	SUPPLIES	98.71
00403930	ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING/ACADEMY JIMENEZ	4,105.00
00403943	ARROWHEAD 24 HOUR TOWING INC	TOW SERVICE	307.50
00403946	BAGEL STREET CAFE	TRAINING BREAKFAST	248.04
00403954	BLUE SHIELD LIFE	INSURANCE PREMIUM	27.02
00403966	CRYSTAL CLEAR LOGOS INC	PD UNIFORMS	1,640.53
00403970	DELTA DENTAL	INSURANCE PREMIUM	120.36
00403976	ED JONES CO INC	PD POLICE BADGES	4,286.21
00403979	FEDEX	SHIPPING	19.21
00403982	FIRST NET SERVICES	CELL PHONES	7,023.86
00403984	FLYMOTION	SUPPLIES	14,657.00
00403986	FROMME, NICOLE L	MILEAGE REIMBURSEMENT	25.63
00403988	GREEN, ROBERT A	EXPENSE REIMBURSEMENT	345.30
00403990	HOFFMAN, RICK D	EXPENSE REIMBURSEMENT	460.00
00403992	IBS OF TRI VALLEY	PATROL BATTERIES	543.74
00403997	LC ACTION POLICE SUPPLY	SUPPLIES	4,048.90
00404003	NET TRANSCRIPTS	TRANSCRIPTION SERVICES	67.75
00404004	OFFICE DEPOT INC	SUPPLIES	316.99
00404013	SACRAMENTO VALLEY SHOOTING CENTER	RANGE FEES	200.00
00404014	SAFESTORE INC	EVIDENCE STORAGE	6,589.89
00404021	TRANSUNION RISK ALTERNATIVE DATA	LEO DATABASE	120.20
00404023	VERIZON WIRELESS	CELL SERVICE	3,046.36
00404096	PEREGRINE TECHNOLOGIES INC	SOFTWARE LICENSE	127,000.00
00404118	BANK OF AMERICA	BUSINESS EXPENSE	3,742.47
00404120	BANK OF AMERICA	BUSINESS EXPENSE	815.65
00404136	ARROWHEAD 24 HOUR TOWING INC	TOW SERVICE	5,275.25
00404141	BANK OF AMERICA	BUSINESS EXPENSE	3,905.07
00404173	FERNANDES AUTO WRECKING & TOWING	TOW SERVICE	2,500.00
00404175	FLYMOTION	SUPPLIES	4,694.03
00404202	OFFICE DEPOT INC	SUPPLIES	27.12
00404240	ARROWHEAD 24 HOUR TOWING INC	TOW SERVICE	410.00
00404241	BANK OF AMERICA	BUSINESS EXPENSE	3,895.29
00404261	CONTRA COSTA COUNTY	RANGE FEES	370.00
00404263	CONTRA COSTA FAMILY JUSTICE ALLIANCE	PROGRAM FEES	5,282.44
00404264	COPWARE INC	SITE LICENSES	1,175.00
00404265	CORDICO PSYCHOLOGICAL CORPORATION	APPLICANT PSYCH EVAL	2,000.00
00404269	CRUMP INVESTIGATIONS	BACKGROUND	8,600.57
00404281	FEDEX	SHIPPING	50.86
00404283	FIRST NET SERVICES	CELL PHONES	7,024.88
00404295	KAISER PRECISION	AMMUNITION SUPPLIES	3,327.14
00404297	KIM TURNER LLC	TRAINING - GIRARD/TURNAGE	846.00
00404298	KNOX INVESTIGATIONS	BACKGROUND CHECK	1,768.02
00404308	NET TRANSCRIPTS	TRANSCRIPTION SERVICE	53.99
00404310	OFFICE DEPOT INC	SUPPLIES	642.03
00404322	SAVE MART SUPERMARKETS	SUPPLIES	15.98
00404324	SHRED IT INC	SHRED SERVICES	400.98
00404340	VERIZON WIRELESS	CELL PHONES	3,046.44



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00944244	CANON FINANCIAL SERVICES	COPIER LEASE	1,835.55
00944257	CANON FINANCIAL SERVICES	LATE FEE	25.00
00944292	CHAPLIN & HILL INVESTIGATIVE SERVICES	PROFESSIONAL SERVICES	6,085.50
<b>Police Community Policing</b>			
00207114	CITY OF ANTIOCH	PETTY CASH REIMBURSEMENT	11.50
00404118	BANK OF AMERICA	BUSINESS EXPENSE	715.00
00404227	ABACUS CONCRETE	K9 CONCRETE PAD	1,600.00
00404244	BHALLA SERVICES INC	CAR WASHES	390.00
00404270	D TAC K9 LLC	TRAINING	1,850.00
00404293	HUNT AND SONS INC	FUEL	892.45
<b>Police Traffic Division</b>			
00404141	BANK OF AMERICA	BUSINESS EXPENSE	64.19
<b>Police Investigations</b>			
00207114	CITY OF ANTIOCH	PETTY CASH REIMBURSEMENT	11.50
00403932	ALHAMBRA	WATER SERVICE	390.60
00404015	SEROLOGICAL RESEARCH INSTITUTE	EVIDENCE	3,950.00
00404120	BANK OF AMERICA	BUSINESS EXPENSE	100.00
<b>Police Special Operations Unit</b>			
00403973	EAN SERVICES LLC	RENTAL VEHICLES	2,326.44
<b>Police Communications</b>			
00403936	AMERICAN TOWER CORPORATION	TOWER FEES	264.43
00403944	AT AND T MCI	PHONE	2,053.26
00403954	BLUE SHIELD LIFE	INSURANCE PREMIUM	16.27
00404053	COMCAST	CONNECTION SERVICE	3,217.52
00404257	COMCAST	CABLE	145.63
00404288	GLOBALSTAR USA	SATELITE PHONE	229.98
00404314	PACIFIC TELEMAGEMENT SERVICES	PAY PHONE	78.00
<b>Office Of Emergency Management</b>			
00403944	AT AND T MCI	PHONE	747.75
<b>Police Facilities Maintenance</b>			
00403926	360 FITNESS LLC	SUPPLIES	4,836.11
00403934	AMERICAN PLUMBING INC	PROFESSIONAL SERVICES	832.50
00403944	AT AND T MCI	PHONE	91.59
00403948	BAY ALARM COMPANY	ALARM INSTALLATION	337,384.41
00403950	BAY CITIES PYROTECTOR	TESTING SERVICES	2,180.00
00404007	PEPPER INVESTMENTS INC	PEST CONTROL SERVICE	222.00
00404033	AMERICAN PLUMBING INC	PROFESSIONAL SERVICES	225.00
00404205	PACIFIC GAS AND ELECTRIC CO	GAS	21,588.54
00404243	BAY ALARM COMPANY	INSTALLATION SERVICE	1,315.00
00944264	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	5,680.00
00944265	MOBILE MINI LLC	STORAGE	199.31
<b>P &amp; R Administration</b>			
00403968	D AND V SOUND INC	EQUIPMENT INSTALLATION	13,235.12
<b>Youth Network Services</b>			
00404132	AMAZON CAPITAL SERVICES INC	SUPPLIES	19.76
00404135	ANTIOCH HERALD	ADVERTISING SERVICE	80.00
00404138	BANK OF AMERICA	BUSINESS EXPENSE	267.22
00404223	VERIZON WIRELESS	DATA USAGE	51.60
00404252	CALIF DEPARTMENT OF JUSTICE	FINGERPRINTING	32.00
00404274	DIABLO LIVE SCAN LLC	FINGERPRINTING	20.00



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00944244	CANON FINANCIAL SERVICES	COPIER LEASE	204.13
00944257	CANON FINANCIAL SERVICES	LATE FEE	25.00
<b>Housing and Homelessness</b>			
00403963	COSTCO	SUPPLIES	10.96
00404080	LAUNDERLAND	LAUNDRY VOUCHER PROGRAM	504.00
00404189	LAUNDERLAND	LAUNDRY VOUCHER PROGRAM	488.00
00404285	FOCUS STRATEGIES	CONSULTING SERVICES	23,557.50
<b>Administrative Support</b>			
00404132	AMAZON CAPITAL SERVICES INC	SUPPLIES	357.30
00404138	BANK OF AMERICA	BUSINESS EXPENSE	93.13
00944283	ALTURA COMMUNICATION SOLUTIONS LLC	COMMUNICATION SUPPLIES	1,234.69
00944294	COMPUTERLAND	COMPUTER SUPPLIES	442.72
<b>Community Development Land Planning Services</b>			
00403947	BANK OF AMERICA	ZOOM MONTHLY FEE	682.98
00404146	BRAVO, GUADALUPE	REFUND GP MAINT FEE	43.40
00404208	PLACEWORKS INC	CONSULTING SERVICES	31.25
00404280	EIDEN, KITTY J	PROFESSIONAL SERVICES	225.00
00944274	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	2,302.20
<b>CD Code Enforcement</b>			
00403947	BANK OF AMERICA	BUSINESS EXPENSE	2,682.76
00403956	CACEO	WEBINAR	172.00
00403970	DELTA DENTAL	INSURANCE PREMIUM	293.20
00404018	STAMM ENTERPRISES, LTD	STORAGE	255.00
00404089	NEXTEL SPRINT	CELL SERVICE	173.79
00404124	CONTRA COSTA COUNTY	RECORDING CHARGES	60.00
00404148	CACEO	WEBINAR	216.00
00404222	VACANT PROPERTY SECURITY LLC	EQUIPMENT RENTAL	408.27
00404252	CALIF DEPARTMENT OF JUSTICE	FINGERPRINTING	49.00
00404271	DATA TICKET INC	PROCESSING SERVICE	210.00
00404274	DIABLO LIVE SCAN LLC	FINERPRINTS WISNIEWSKI, DAN	20.00
00404325	STAMM ENTERPRISES, LTD	STORAGE	255.00
<b>PW Engineer Land Development</b>			
00403944	AT AND T MCI	PHONE	19.83
00404029	ACEC CA	2023 STATUTE BOOKS	249.23
00404052	COASTLAND CIVIL ENGINEERING	PROFESSIONAL SERVICES	26,117.50
00404089	NEXTEL SPRINT	CELL SERVICE	130.49
00404202	OFFICE DEPOT INC	SUPPLIES	141.76
00404223	VERIZON WIRELESS	DATA USAGE	127.62
00404310	OFFICE DEPOT INC	SUPPLIES	472.52
<b>Community Development Building Inspection</b>			
00403947	BANK OF AMERICA	BUSINESS EXPENSE	121.02
00404004	OFFICE DEPOT INC	SUPPLIES	229.99
00404028	4LEAF INC	CONSULTING SERVICES	166,544.00
00404092	OFFICE DEPOT INC	SUPPLIES	103.96
00404108	SUNRUN INSTALLATION SERVICES INC	REFUND ENERGY INSP FEE	252.98
00404110	TYLER TECHNOLOGIES INC	ENERGOV SOFTWARE	10,194.75
00404146	BRAVO, GUADALUPE	REFUND ENERGY INSP FEE	2,081.64
00404207	PERMIT SERVICES ON BEHALF OF HOME	REFUND ENERGY INSP FEE	145.14
00404209	QUALITY CONSERVATION SERVICES	REFUND BLDG PERMIT FEE	118.90



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**Capital Imp. Administration**

00207057	HOBBY LOBBY	SUPPLIES	55.31
00207058	ISINGS CULLIGAN	WATER SERVICE	47.35
00404089	NEXTEL SPRINT	CELL SERVICE	64.02
00404092	OFFICE DEPOT INC	SUPPLIES	94.78
00404223	VERIZON WIRELESS	DATA USAGE	38.01

**209 RMRA Fund**

**Streets**

00404145	BKF ENGINEERS INC	ENGINEERING SERVICE	70,852.71
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**210 Federal Asset Seizure Fund**

**Asset Forfeiture**

00404248	BLUE COURAGE LLC	TRAINING	9,307.41
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**211 Delta Fair Property Fund**

**Parks & Open Space**

00404213	RRM DESIGN GROUP	PROFESSIONAL SERVICES	9,180.20
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**212 CDBG Fund**

**CDBG**

00404142	BAY AREA CRISIS NURSERY	CDBG SERVICES	2,677.75
00404149	CANCER SUPPORT COMMUNITY	CDBG SERVICES	2,499.81
00404158	COMMUNITY VIOLENCE SOLUTIONS	CDBG SERVICES	2,500.16
00404160	CONTRA COSTA CHILD CARE COUNCIL	CDBG SERVICES	4,827.80
00404166	ECHO HOUSING	CDBG SERVICES	7,174.10
00404198	MEALS ON WHEELS & SR OUTREACH SERVICE	CDBG SERVICES	4,999.72
00404203	OPPORTUNITY JUNCTION	CDBG SERVICES	2,500.08
00404255	CITY DATA SERVICES LLC	CDBG SERVICES	609.00

**CDBG-CV**

00404255	CITY DATA SERVICES LLC	CDBG SERVICES	63.00
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**213 Gas Tax Fund**

**Streets**

00404205	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	43,745.27
00944282	TJKM TRANSPORTATION CONSULTANTS	PROFESSIONAL SERVICES	262.11

**214 Animal Services Fund**

**Animal Services**

00403959	COGENT SOLUTIONS AND SUPPLIES	CDBG SERVICES	663.10
00403964	COTTLE, CATRIONA MARIE	EXPENSE REIMBURSEMENT	108.56
00403974	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	2,504.61
00403995	KOEFRAN SERVICES INC	PROFESSIONAL SERVICES	1,850.00
00403996	KOEFRAN SERVICES INC	PROFESSIONAL SERVICES	3,941.00
00404002	MWI VETERINARY SUPPLY CO	VETERINARY SUPPLIES	2,835.90
00404004	OFFICE DEPOT INC	SUPPLIES	1,062.08
00404067	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	1,924.01
00404075	HILLS PET NUTRITION	SUPPLIES	776.88
00404119	BANK OF AMERICA	TRAINING - HARDING	4,565.98
00404165	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	813.20
00404182	HARDING IV, GEORGE WARREN	EXPENSE REIMBURSEMENT	335.00
00404183	HILLS PET NUTRITION	SUPPLIES	169.56
00404205	PACIFIC GAS AND ELECTRIC CO	GAS	1,136.26
00404218	TONY LA RUSSA'S ANIMAL RESCUE	VETERINARY SERVICES	976.29
00404230	AIRGAS USA LLC	OXYGEN	417.81
00404241	BANK OF AMERICA	BUSINESS EXPENSE	934.95



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00404249	BOEHRINGER INGELHEIM ANIMAL HEALTH	SUPPLIES	558.80
00404260	CONCORD FEED	SUPPLIES	444.00
00404272	DATAMARS PETLINK	SUPPLIES	597.00
00404278	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	1,455.07
00404292	HILLS PET NUTRITION	SUPPLIES	169.56
00404307	MWI VETERINARY SUPPLY CO	SUPPLIES	2,474.40
00404310	OFFICE DEPOT INC	SUPPLIES	254.64
00404341	VICTOR MEDICAL COMPANY	SUPPLIES	2,082.50
00944249	MOBILE MINI LLC	STORAGE	161.53
<b>219</b>	<b>Recreation Fund</b>		
<b>Non Departmental</b>			
00207103	VERHART, TINA	SENIOR TRIP REFUND	45.00
00404041	BANK OF AMERICA	BUSINESS EXPENSE	1,626.80
00404047	BMCC	DEPOSIT REFUND	500.00
00404048	BRUMFIELD, NEEDRA	DEPOSIT REFUND	500.00
00404074	HERRERA, CARMEN	DEPOSIT REFUND	230.00
00404237	ANTIOCH HIGH SCHOOL	DEPOSIT REFUND	1,000.00
00404315	PADUA JR, BENJAMIN	DEPOSIT REFUND	500.00
00404330	TABER, LINDA	DEPOSIT REFUND	500.00
<b>Nick Rodriguez Community Cent</b>			
00404007	PEPPER INVESTMENTS INC	PEST CONTROL SERVICE	222.00
00404132	AMAZON CAPITAL SERVICES INC	SUPPLIES	322.39
00404205	PACIFIC GAS AND ELECTRIC CO	GAS	2,603.26
00944264	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
<b>Senior Programs</b>			
00207151	LACY, MAYCHELL	GAME TICKET REFUND	100.00
00207152	SMITH, DOROTHY	SENIOR TRIP REFUND	76.00
00207153	MILES, JUNE	SENIOR TRIP REFUND	43.00
00403935	AMERICAN STAGE TOURS	EXPENDITURES	1,810.00
00403944	AT AND T MCI	PHONE	183.40
00404005	OG CHARTER AND TOURS LLC	SENIOR OUTLET TRIP	690.00
00404115	AMERICAN STAGE TOURS	SENIOR EVENT	1,488.00
00404132	AMAZON CAPITAL SERVICES INC	SUPPLIES	256.95
00404138	BANK OF AMERICA	BUSINESS EXPENSE	1,529.98
00404140	BANK OF AMERICA	BUSINESS EXPENSE	338.87
00404170	EVENTSTABLE	SUPPLIES	5,955.62
00404205	PACIFIC GAS AND ELECTRIC CO	GAS	1,676.37
00404338	V SATTUI WINERY INC	EVENT	2,251.97
00944264	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	4.00
<b>Recreation Sports Programs</b>			
00403944	AT AND T MCI	PHONE	10.28
00403987	GONZALEZ-ALSTON, ZONIA V	REPLACEMENT CHECK	546.00
00404030	AINOR SIGNS INC	SCOREBOARD REPAIRS	3,790.00
00404041	BANK OF AMERICA	CONCESSIONS SUPPLIES	132.94
00404049	BSN SPORTS LLC	SPORTS EQUIPMENT	292.28
00404084	MASSONE MECHANICAL INC	ICE MACHINE REPAIR	250.37
00404090	NITRO DUNK LLC	DUNK TEAM PERFORMANCE	600.00
00404091	NORCAL PROMOTIONS	ADULT SOFTBALL TROPHIES	454.65
00404132	AMAZON CAPITAL SERVICES INC	SUPPLIES	108.38
00404205	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	7,580.95



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00404223	VERIZON WIRELESS	DATA USAGE	39.02
<b>Recreation-Comm Center</b>			
00403944	AT AND T MCI	PHONE	10.68
00403951	BE EXCEPTIONAL	CONTRACTOR PAYMENT	3,109.80
00403972	DPH SOUND AND LIGHTING	EVENT SOUND	1,476.15
00403994	JACKSON, ROBYN	MUSIC ENTERTAINMENT	350.00
00404001	MUIR, ROXANNE	CONTRACTOR PAYMENT	604.80
00404041	BANK OF AMERICA	BUSINESS EXPENSE	1,153.38
00404045	BIG SKY LOGOS AND EMBROIDERY	STAFF UNIFORMS	3,065.76
00404053	COMCAST	CONNECTION SERVICE	50.01
00404064	DUGAND, KARINA	CONTRACTOR PAYMENT	1,821.60
00404070	ECOLAB	CLEANING SUPPLIES	131.80
00404083	LOOMIS ARMORED LLC	ARMORED CAR PICKUP	252.49
00404085	MAX MARTIAL ARTS LLC	CONTRACTOR PAYMENT	951.60
00404132	AMAZON CAPITAL SERVICES INC	SUPPLIES	1,303.35
00404140	BANK OF AMERICA	BUSINESS EXPENSE	38.18
00404164	DIABLO LIVE SCAN LLC	FINGERPRINTING	60.00
00404197	MASSONE MECHANICAL INC	ICE MACHINE REPAIR	255.91
00404202	OFFICE DEPOT INC	SUPPLIES	20.65
00404243	BAY ALARM COMPANY	ALARM SERVICE	225.00
00404252	CALIF DEPARTMENT OF JUSTICE	FINGERPRINTING	290.00
00404268	CPRS	CPRS RENEWAL	555.00
00404274	DIABLO LIVE SCAN LLC	FINGERPRINTING	160.00
<b>Recreation Water Park</b>			
00403944	AT AND T MCI	PHONE	59.49
00403960	COMMERCIAL POOL SYSTEMS INC	C02 TANK RENTAL	69.14
00404007	PEPPER INVESTMENTS INC	PEST CONTROL SERVICE	543.00
00404034	AMS DOT NET INC	PROFESSIONAL SERVICES	2,088.03
00404041	BANK OF AMERICA	BUSINESS EXPENSE	971.09
00404132	AMAZON CAPITAL SERVICES INC	SUPPLIES	47.17
00404140	BANK OF AMERICA	BUSINESS EXPENSE	48.01
00404164	DIABLO LIVE SCAN LLC	FINGERPRINTING	40.00
00404187	KNORR SYSTEMS INC	CHEMICALS	2,919.22
00404194	LINCOLN EQUIPMENT INC	CHEMICALS	1,341.73
00404200	NATIONAL AQUATICS SERVICES INC	PROFESSIONAL SERVICES	3,455.00
00404205	PACIFIC GAS AND ELECTRIC CO	GAS	15,875.76
00404212	ROBINS LOCK AND KEY	LOCK SMITH SERVICES	142.63
00404259	COMMERCIAL POOL SYSTEMS INC	C02 TANK RENTAL	73.09
00404318	QUADIENT LEASING USA INC	POSTAGE MACHINE LEASE	49.33
00944264	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
<b>226 Solid Waste Reduction Fund</b>			
<b>Solid Waste</b>			
00403947	BANK OF AMERICA	BUSINESS EXPENSE	468.00
00403975	ECOHERO SHOW LLC, THE	EDUCATION PRESENTATION	2,400.00
00404146	BRAVO, GUADALUPE	REFUND WMP FEE	35.00
00404161	CONTRA COSTA HEALTH SERVICES	ANNUAL PROGRAM SUPPORT	800.00
00404164	DIABLO LIVE SCAN LLC	FINGERPRINTING	20.00
00404167	ECOHERO SHOW LLC, THE	EDUCATION PRESENTATION	2,400.00
00404207	PERMIT SERVICES ON BEHALF OF HOME	REFUND WMP FEE	35.00



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**229 Pollution Elimination Fund**

***Channel Maintenance Operation***

00403954	BLUE SHIELD LIFE	INSURANCE PREMIUM	7.98
00403962	CONTRA COSTA HEALTH SERVICES	WASTE INSPECTION CITY DUMP	248.75
00403980	FERNANDEZ LOPEZ, KIM ANGEL	EXPENSE REIMBURSEMENT	300.00
00404007	PEPPER INVESTMENTS INC	PEST CONTROL SERVICE	1,050.00
00404031	ALTA FENCE	PROFESSIONAL SERVICES	1,357.00
00404130	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	5,400.00
00404196	LOWES COMPANIES INC	SUPPLIES	776.86
00404231	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	4,680.00
00404317	PEPPER INVESTMENTS INC	PEST CONTROL SERVICE	1,050.00

***Storm Drain Administration***

00404107	STATE WATER RESOURCES CONTROL BOAR ANNUAL FEE NPDES	35,333.00
00404328	STATE WATER RESOURCES CONTROL BOAR ANNUAL FEES	3,274.00

**238 PEG Franchise Fee Fund**

***Non Departmental***

00944260	EIDIM GROUP, INC	TRAVEL EXPENSES	2,109.48
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**251 Lone Tree SLLMD Fund**

***Lonetree Maintenance Zone 1***

00403944	AT AND T MCI	PHONE	41.14
00404020	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	183.66
00404205	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	974.07
00404217	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,911.58

***Lonetree Maintenance Zone 2***

00403944	AT AND T MCI	PHONE	70.51
00404205	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,363.05
00404217	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	10,681.11
00404332	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	900.00

***Lonetree Maintenance Zone 3***

00403944	AT AND T MCI	PHONE	30.85
00404016	SILVA LANDSCAPE	LANDSCAPE SERVICES	4,284.00
00404217	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	9,162.86

***Lonetree Maintenance Zone 4***

00404016	SILVA LANDSCAPE	LANDSCAPE SERVICES	1,326.00
00404020	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	293.80
00404217	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,421.21

**252 Downtown SLLMD Fund**

***Downtown Maintenance***

00403955	BNSF RAILWAY COMPANY INC	YEARLY PLATFORM FEE	4,843.08
00404020	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	183.66
00404217	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,273.22

**253 Almondridge SLLMD Fund**

***Almondridge Maintenance***

00404016	SILVA LANDSCAPE	LANDSCAPE SERVICES	1,734.00
00404205	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	258.29
00404217	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,363.29

**254 Hillcrest SLLMD Fund**

***Hillcrest Maintenance Zone 1***

00403944	AT AND T MCI	PHONE	20.57
00404020	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	477.51





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00404205	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	798.91
00404215	SILVA LANDSCAPE	LANDSCAPE SERVICES	3,876.00
00404217	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,056.90
<b>Hillcrest Maintenance Zone 2</b>			
00403944	AT AND T MCI	PHONE	71.99
00404020	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	653.83
00404205	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	907.01
00404217	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,005.46
<b>Hillcrest Maintenance Zone 4</b>			
00403944	AT AND T MCI	PHONE	60.97
00404020	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	367.32
00404205	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	813.92
00404217	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,666.35
00404332	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	450.00
<b>255</b>	<b>Park 1A Maintenance District Fund</b>		
<b>Park 1A Maintenance District</b>			
00403944	AT AND T MCI	PHONE	29.26
00404020	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	477.51
00404157	COMCAST	CONNECTION SERVICE	113.80
00404205	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	157.48
00404217	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,396.23
00404332	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	300.00
<b>256</b>	<b>Citywide 2A Maintenance District Fund</b>		
<b>Citywide 2A Maintenance Zone 3</b>			
00404020	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	7.34
00404205	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	96.21
00404217	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,466.85
<b>Citywide 2A Maintenance Zone 4</b>			
00404205	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	431.55
00404217	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	20,416.26
<b>Citywide 2A Maintenance Zone 5</b>			
00404205	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	753.61
00404217	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,381.42
<b>Citywide 2A Maintenance Zone 6</b>			
00404020	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	440.78
00404205	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	292.57
00404217	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,242.69
<b>Citywide 2A Maintenance Zone 8</b>			
00404020	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	36.73
00404217	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,070.43
<b>Citywide 2A Maintenance Zone 9</b>			
00403944	AT AND T MCI	PHONE	41.14
00404020	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	110.19
00404205	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	593.82
00404217	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,381.46
<b>Citywide 2A Maintenance Zone10</b>			
00404205	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	167.37
00404217	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,581.23



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**257 SLLMD Administration Fund**

***SLLMD Administration***

00403944	AT AND T MCI	PHONE	255.27
00403978	FASTENAL CO	SUPPLIES	1,180.32
00404020	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	440.67
00404041	BANK OF AMERICA	BUSINESS EXPENSE	292.00
00404139	BANK OF AMERICA	BUSINESS EXPENSE	1,572.40
00404196	LOWES COMPANIES INC	SUPPLIES	136.84
00404223	VERIZON WIRELESS	DATA USAGE	76.02
00404277	EAST BAY MUNICIPAL UTILITY DISTRICT	RIGHT OF WAY LICENSE	1,218.50

**259 East Lone Tree SLLMD Fund**

***Zone 1-District 10***

00404217	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	16,236.92
00404345	WATERSAVERS IRRIGATION	SUPPLIES	12,668.30
00944243	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	207.90

**282 CFD 2018-02 Police Protection Fund**

***Police Community Policing***

00944243	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	618.30
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**283 CFD 2022-01 Public Services Fund**

***CFD 2018-01 Maintenance***

00403979	FEDEX	SHIPPING	44.14
00404281	FEDEX	LATE FEE	2.65

**311 Capital Improvement Fund**

***Non Departmental***

00403931	ALEX KUSHNER GENERAL INC	PROFESSIONAL SERVICES	57,507.65
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**376 Lone Diamond Fund**

***Assessment District***

00404253	CENTRAL SELF STORAGE ANTIOCH	MONTHLY STORAGE JAN 23	407.00
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**570 Equipment Maintenance Fund**

***Non Departmental***

00403991	HUNT AND SONS INC	FUEL	40,009.36
00404076	HUNT AND SONS INC	FUEL	3,941.43
00404185	HUNT AND SONS INC	FUEL	5,422.59
00404293	HUNT AND SONS INC	FUEL	11,953.37

***Equipment Maintenance***

00403977	EH WACHS	PROGRAMED CIRCUIT BOARD	1,223.01
00403999	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	501.45
00404011	R AND B TOOLS LLC	SUPPLIES	1,011.79
00404017	SOUTHERN COUNTIES LUBRICANTS LLC	SUPPLIES	3,126.57
00404024	WALNUT CREEK FORD	SUPPLIES	1,122.75
00404039	ARROWHEAD 24 HOUR TOWING INC	TOW SERVICE	307.00
00404046	BILL BRANDT FORD	VEHICLE REPAIR	3,069.00
00404066	EAST BAY TIRE CO	SUPPLIES	589.23
00404082	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	167.87
00404087	MUNICIPAL MAINT EQUIPMENT INC	SUPPLIES	4,354.38
00404092	OFFICE DEPOT INC	SUPPLIES	145.52
00404093	OREILLY AUTO PARTS	SUPPLIES	636.63
00404113	WALNUT CREEK FORD	SUPPLIES	13.40
00404132	AMAZON CAPITAL SERVICES INC	SUPPLIES	48.27
00404139	BANK OF AMERICA	BUSINESS EXPENSE	25.00

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00404147	C AND C CRANE AND AERIAL INC	ANNUAL INSPECTION	550.00
00404164	DIABLO LIVE SCAN LLC	FINGERPRINTING	5.00
00404168	EH WACHS	REPAIR SERVICE	633.99
00404193	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	129.77
00404196	LOWES COMPANIES INC	SUPPLIES	343.56
00404204	OREILLY AUTO PARTS	SUPPLIES	172.60
00404205	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	757.33
00404223	VERIZON WIRELESS	DATA USAGE	38.01
00404240	ARROWHEAD 24 HOUR TOWING INC	TOW SERVICE	102.00
00404246	BILL BRANDT FORD	VEHICLE SERVICE	1,878.99
00404254	CHUCKS BRAKE AND WHEEL SERVICE INC	SUPPLIES	655.29
00404286	FURBER SAW INC	SUPPLIES	71.33
00404301	LES SCHWAB TIRES OF CALIFORNIA	SUPPLIES	1,286.07
00404303	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	907.13
00404312	OREILLY AUTO PARTS	SUPPLIES	941.22
00404321	ROBINS LOCK AND KEY	LOCK SMITH SERVICES	110.00
00404334	TRED SHED, THE	TIRES	806.27
00404344	WALNUT CREEK FORD	SUPPLIES	713.24
00944247	KIMBALL MIDWEST	SUPPLIES	183.11
00944251	PETERSON TRACTOR CO	SUPPLIES	182.95
00944261	GRAINGER INC	SUPPLIES	25.11
00944263	KIMBALL MIDWEST	SUPPLIES	959.58
00944289	BIG SKY ENVIRONMENTAL SOLUTIONS	WASTE OIL PICKUP SERVICE	205.00
00944298	KIMBALL MIDWEST	SUPPLIES	306.07
<b>573</b>	<b>Information Services Fund</b>		
	<b>Information Services</b>		
00403944	AT AND T MCI	PHONE	38.92
00404223	VERIZON WIRELESS	DATA USAGE	309.09
	<b>Network Support &amp; PCs</b>		
00403938	AMS DOT NET INC	PROFESSIONAL SERVICES	4,101.30
00403944	AT AND T MCI	PHONE	280.46
00404054	COMCAST	CONNECTION SERVICE	138.86
00404234	AMERICAN MESSAGING	PAGER SERVICE	38.76
00404235	AMS DOT NET INC	STORAGE	495.72
00404258	COMCAST	CONNECTION SERVICE	318.10
00944259	DIGITAL SERVICES	PROFESSIONAL SERVICES	6,565.00
00944275	CARTER, RONN	PROFESSIONAL SERVICES	190.00
	<b>Telephone System</b>		
00403944	AT AND T MCI	PHONE	3,068.68
	<b>GIS Support Services</b>		
00403953	BHALLA SERVICES INC	CAR WASHES	234.00
00404044	BHALLA SERVICES INC	CAR WASHES	169.00
00404164	DIABLO LIVE SCAN LLC	FINGERPRINTING	3.60
00404223	VERIZON WIRELESS	DATA USAGE	46.65
	<b>Office Equipment Replacement</b>		
00944283	ALTURA COMMUNICATION SOLUTIONS LLC	COMMUNICATION SUPPLIES	1,267.61
00944295	DELL COMPUTER CORP	COMPUTER SUPPLIES	1,951.42
<b>577</b>	<b>Post Retirement Medical-Police Fund</b>		
	<b>Non Departmental</b>		
00404348	RETIREE	MEDICAL AFTER RETIREMENT	1,676.38



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00404357	RETIREE	MEDICAL AFTER RETIREMENT	1,310.98
00404361	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00404364	RETIREE	MEDICAL AFTER RETIREMENT	415.50
00404366	RETIREE	MEDICAL AFTER RETIREMENT	415.50
00404367	RETIREE	MEDICAL AFTER RETIREMENT	156.11
00404368	RETIREE	MEDICAL AFTER RETIREMENT	1,585.11
00404370	RETIREE	MEDICAL AFTER RETIREMENT	1,585.11
00404371	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00404372	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00944304	RETIREE	MEDICAL AFTER RETIREMENT	415.50
00944306	RETIREE	MEDICAL AFTER RETIREMENT	1,045.99
00944307	RETIREE	MEDICAL AFTER RETIREMENT	351.56
00944309	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00944310	RETIREE	MEDICAL AFTER RETIREMENT	1,473.30
00944314	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00944319	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00944324	RETIREE	MEDICAL AFTER RETIREMENT	415.50
00944326	RETIREE	MEDICAL AFTER RETIREMENT	879.00
00944328	RETIREE	MEDICAL AFTER RETIREMENT	689.04
00944332	RETIREE	MEDICAL AFTER RETIREMENT	676.18
00944344	RETIREE	MEDICAL AFTER RETIREMENT	1,563.12
00944345	RETIREE	MEDICAL AFTER RETIREMENT	1,827.48
00944348	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00944349	RETIREE	MEDICAL AFTER RETIREMENT	879.00
00944350	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00944363	RETIREE	MEDICAL AFTER RETIREMENT	415.50
00944364	RETIREE	MEDICAL AFTER RETIREMENT	689.04
00944365	RETIREE	MEDICAL AFTER RETIREMENT	222.52
00944366	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00944375	RETIREE	MEDICAL AFTER RETIREMENT	1,563.12
00944376	RETIREE	MEDICAL AFTER RETIREMENT	491.80
00944377	RETIREE	MEDICAL AFTER RETIREMENT	1,644.73
00944378	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00944381	RETIREE	MEDICAL AFTER RETIREMENT	453.25
00944394	RETIREE	MEDICAL AFTER RETIREMENT	762.74
00944395	RETIREE	MEDICAL AFTER RETIREMENT	269.02
00944402	RETIREE	MEDICAL AFTER RETIREMENT	1,035.91
00944405	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00944406	RETIREE	MEDICAL AFTER RETIREMENT	689.04
00944409	RETIREE	MEDICAL AFTER RETIREMENT	1,219.61
00944421	RETIREE	MEDICAL AFTER RETIREMENT	132.25
00944431	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00944432	RETIREE	MEDICAL AFTER RETIREMENT	700.03
00944436	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00944440	RETIREE	MEDICAL AFTER RETIREMENT	305.87
00944446	RETIREE	MEDICAL AFTER RETIREMENT	607.89
00944450	RETIREE	MEDICAL AFTER RETIREMENT	762.74
00944452	RETIREE	MEDICAL AFTER RETIREMENT	283.24
00944453	RETIREE	MEDICAL AFTER RETIREMENT	762.74



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**578 Post Retirement Medical-Misc Fund**

***Non Departmental***

00404347	RETIREE	MEDICAL AFTER RETIREMENT	269.02
00404352	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00404353	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00404354	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00404356	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00404358	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00404360	RETIREE	MEDICAL AFTER RETIREMENT	283.25
00404373	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00404374	RETIREE	MEDICAL AFTER RETIREMENT	83.75
00404377	RETIREE	MEDICAL AFTER RETIREMENT	100.00
00944248	RETIREE	MEDICAL AFTER RETIREMENT	648.76
00944280	RETIREE	MEDICAL AFTER RETIREMENT	1,415.64
00944308	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00944312	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00944315	RETIREE	MEDICAL AFTER RETIREMENT	203.69
00944317	RETIREE	MEDICAL AFTER RETIREMENT	203.69
00944318	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00944320	RETIREE	MEDICAL AFTER RETIREMENT	203.69
00944321	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00944322	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944325	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00944330	RETIREE	MEDICAL AFTER RETIREMENT	203.69
00944333	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944336	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00944337	RETIREE	MEDICAL AFTER RETIREMENT	203.69
00944340	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00944343	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00944346	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00944347	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944354	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00944355	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00944356	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00944361	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944362	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00944370	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00944374	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00944380	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00944384	RETIREE	MEDICAL AFTER RETIREMENT	203.69
00944385	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944386	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944388	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944389	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944393	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00944396	RETIREE	MEDICAL AFTER RETIREMENT	203.69
00944400	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00944401	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00944407	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944410	RETIREE	MEDICAL AFTER RETIREMENT	85.69



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00944412	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00944415	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00944420	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944422	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00944426	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00944435	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944438	RETIREE	MEDICAL AFTER RETIREMENT	140.36
00944439	RETIREE	MEDICAL AFTER RETIREMENT	132.25
00944442	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00944449	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944451	RETIREE	MEDICAL AFTER RETIREMENT	85.69
<b>579</b>	<b>Post Retirement Medical-Mgmt Fund</b>		
<b>Non Departmental</b>			
00404349	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00404350	RETIREE	MEDICAL AFTER RETIREMENT	1,370.61
00404351	RETIREE	MEDICAL AFTER RETIREMENT	862.90
00404355	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00404359	RETIREE	MEDICAL AFTER RETIREMENT	203.69
00404362	RETIREE	MEDICAL AFTER RETIREMENT	278.48
00404363	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00404365	RETIREE	MEDICAL AFTER RETIREMENT	82.77
00404369	RETIREE	MEDICAL AFTER RETIREMENT	438.38
00404376	RETIREE	MEDICAL AFTER RETIREMENT	2,224.72
00404378	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00944305	RETIREE	MEDICAL AFTER RETIREMENT	322.28
00944311	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944313	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00944316	RETIREE	MEDICAL AFTER RETIREMENT	143.69
00944323	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944327	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944329	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00944331	RETIREE	MEDICAL AFTER RETIREMENT	862.90
00944334	RETIREE	MEDICAL AFTER RETIREMENT	143.69
00944335	RETIREE	MEDICAL AFTER RETIREMENT	206.70
00944338	RETIREE	MEDICAL AFTER RETIREMENT	261.08
00944339	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944341	RETIREE	MEDICAL AFTER RETIREMENT	438.38
00944342	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00944351	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944352	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944353	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944357	RETIREE	MEDICAL AFTER RETIREMENT	452.00
00944358	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944359	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944360	RETIREE	MEDICAL AFTER RETIREMENT	132.25
00944367	RETIREE	MEDICAL AFTER RETIREMENT	439.12
00944368	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00944369	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944371	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944372	RETIREE	MEDICAL AFTER RETIREMENT	236.69



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00944373	RETIREE	MEDICAL AFTER RETIREMENT	2,224.72
00944379	RETIREE	MEDICAL AFTER RETIREMENT	862.90
00944382	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944383	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944387	RETIREE	MEDICAL AFTER RETIREMENT	676.18
00944390	RETIREE	MEDICAL AFTER RETIREMENT	1,500.22
00944391	RETIREE	MEDICAL AFTER RETIREMENT	534.31
00944392	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944397	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00944398	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944399	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944403	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00944404	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00944408	RETIREE	MEDICAL AFTER RETIREMENT	762.74
00944411	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00944413	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944414	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944416	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00944417	RETIREE	MEDICAL AFTER RETIREMENT	132.25
00944418	RETIREE	MEDICAL AFTER RETIREMENT	682.90
00944419	RETIREE	MEDICAL AFTER RETIREMENT	203.69
00944423	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944424	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944425	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00944427	RETIREE	MEDICAL AFTER RETIREMENT	269.02
00944428	RETIREE	MEDICAL AFTER RETIREMENT	689.04
00944429	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00944430	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944433	RETIREE	MEDICAL AFTER RETIREMENT	522.40
00944434	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00944437	RETIREE	MEDICAL AFTER RETIREMENT	220.00
00944441	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944443	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00944444	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00944445	RETIREE	MEDICAL AFTER RETIREMENT	2,224.72
00944447	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00944448	RETIREE	MEDICAL AFTER RETIREMENT	1,748.00
<b>580</b>	<b>Loss Control Fund</b>		
<b>Human Resources</b>			
00404036	ANNUVIA	AED PADS	78.35
00404132	AMAZON CAPITAL SERVICES INC	SUPPLIES	36.70
<b>611</b>	<b>Water Fund</b>		
<b>Non Departmental</b>			
00403978	FASTENAL CO	SUPPLIES	3,339.76
00403993	IDN WILCO	SUPPLIES	1,321.71
00404163	DELTA DIABLO	SRF LOAN PAYMENT	252,026.18
00404196	LOWES COMPANIES INC	SUPPLIES	338.80
00404229	ACE INDUSTRIAL SUPPLY INC	RAIN BOOTS	383.74
00404247	BISHOP CO	SUPPLIES	560.59
00404375	STATE WATER RESOURCES CONTROL BOAR	SWRCB PRINCIPAL	110,417.22



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00944261	GRAINGER INC	SUPPLIES	1,265.45
00944296	GRAINGER INC	SUPPLIES	423.42
<b>Water Supervision</b>			
00301317	RODRIGUEZ, ALEJANDRO R	SAME DAY REFUND	150.00
00301318	FIGG, MILDRED	SAME DAY REFUND	150.00
00301319	HERRERA, JESSICA	SAME DAY REFUND	150.00
00301341	GANTT, DELORIS	SAME DAY REFUND	150.00
00301342	HAMMONS, CHARELL	SAME DAY REFUND	150.00
00404062	DICICCO, NICHOLAS	REPLACEMENT CHECK	119.94
00404223	VERIZON WIRELESS	DATA USAGE	347.01
00404375	STATE WATER RESOURCES CONTROL BOAR	INTEREST PAYMENT	1,773.74
<b>Water Production</b>			
00403937	AMERICAN WATER WORKS ASSOCIATION	ANNUAL FEE	7,310.00
00403939	ANTIOCH ACE HARDWARE	SUPPLIES	17.77
00403941	AQUATIC INFORMATICS INC	PROFESSIONAL SERVICES	12,000.00
00403942	ARAMARK UNIFORM SERVICES	JANITORIAL SUPPLIES	78.13
00403944	AT AND T MCI	PHONE	859.66
00403969	DC ELECTRIC GROUP INC	PROFESSIONAL SERVICES	795.91
00403981	FINBERG FENCING INC	FENCE REPAIR	340.00
00403983	FISHER SCIENTIFIC COMPANY	SUPPLIES	522.71
00403985	FRANK A OLSEN COMPANY INC	SUPPLIES	25,003.13
00403989	HACH CO	SUPPLIES	118.18
00404004	OFFICE DEPOT INC	SUPPLIES	444.33
00404006	PACE SUPPLY CORP	PIPE FITTINGS	369.26
00404012	ROBERTS AND BRUNE CO	SUPPLIES	48.94
00404035	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL	425.00
00404038	ARAMARK UNIFORM SERVICES	JANITORIAL	156.26
00404051	CITY OF BRENTWOOD	GROUNDWATER SUPPORT	1,966.75
00404057	CONTRA COSTA WATER DISTRICT	RAW WATER	3,036,341.79
00404058	CONTRA COSTA WATER DISTRICT	TREATED WATER	364,517.81
00404100	ROBERTS WATER TECHNOLOGIES	SUPPLIES	2,832.24
00404111	UNIVAR SOLUTIONS USA INC	CHEMICALS	9,651.77
00404151	CFMSF INC	SUPPLIES	6,790.60
00404172	FEDEX	SHIPPING	57.94
00404174	FISHER SCIENTIFIC COMPANY	SUPPLIES	729.48
00404178	GUALCO GROUP INC, THE	PROFESSIONAL SERVICES	4,007.15
00404179	GUERRA BROS PLUMBING, INC	PLUMBING SERVICE	1,678.00
00404180	HACH CO	CHEMICALS	1,282.85
00404190	LAW OFFICE OF MATTHEW EMRICK	LEGAL SERVICES RENDERED	1,080.00
00404196	LOWES COMPANIES INC	SUPPLIES	1,085.79
00404202	OFFICE DEPOT INC	SUPPLIES	76.80
00404205	PACIFIC GAS AND ELECTRIC CO	GAS	129,401.95
00404221	UNIVAR SOLUTIONS USA INC	CHEMICALS	6,501.88
00404223	VERIZON WIRELESS	DATA USAGE	181.55
00404236	ANTIOCH ACE HARDWARE	SUPPLIES	201.72
00404238	ARAMARK UNIFORM SERVICES	JANITORIAL SUPPLIES	78.13
00404239	ARAMARK UNIFORM SERVICES	JANITORIAL SUPPLIES	156.26
00404250	BORGES AND MAHONEY	SUPPLIES	934.74
00404251	BURLINGAME ENGINEERS INC	SUPPLIES	5,012.48
00404282	FINBERG FENCING INC	FENCE REPAIR	1,765.00



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00404284	FISHER SCIENTIFIC COMPANY	SUPPLIES	323.48
00404290	HACH CO	EQUIPMENT SERVICE	1,875.52
00404296	KARL NEEDHAM ENTERPRISES INC	SLUDGE REMOVAL	20,128.67
00404303	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	1,054.69
00404328	STATE WATER RESOURCES CONTROL BOAR	ANNUAL PERMIT FEE	18,512.00
00404329	STEWARTS TREE SERVICE INC	TREE SERVICE	850.00
00404336	USA BLUEBOOK	SAFETY BRACKETS	335.09
00944245	EUROFINS EATON ANALYTICAL INC	SAMPLE TESTING	15.00
00944255	AMERICAN PLUMBING INC	PLUMBING SERVICE	525.00
00944258	CHEMTRADE CHEMICALS US LLC	CHEMICALS	3,803.18
00944264	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	350.00
00944276	CHEMTRADE CHEMICALS US LLC	CHEMICALS	3,768.92
00944279	PENCCO INC	CHEMICALS	10,711.44
00944283	ALTURA COMMUNICATION SOLUTIONS LLC	COMMUNICATION SUPPLIES	246.94
00944293	CHEMTRADE CHEMICALS US LLC	CHEMICALS	3,750.23
<b>Water Distribution</b>			
00301321	SAN JOAQUIN CANVAS	BAG REPAIR	175.00
00403927	ACCONTEMPS	TEMP SERVICES	996.60
00403933	ALTERED CANVAS	SUPPLIES	2,750.00
00403939	ANTIOCH ACE HARDWARE	SUPPLIES	137.42
00403940	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	7,372.86
00403944	AT AND T MCI	PHONE	10.28
00403954	BLUE SHIELD LIFE	INSURANCE PREMIUM	9.91
00403965	CROWDER SUPPLY CO LLC	SUPPLIES	353.67
00404012	ROBERTS AND BRUNE CO	SUPPLIES	29,494.22
00404022	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	12.00
00404025	WATER OPCERT SCHOOL	TRAINING	1,000.00
00404026	WATERSAVERS IRRIGATION	SUPPLIES	252.05
00404031	ALTA FENCE	FENCE REPAIR	1,143.50
00404040	BACKFLOW DISTRIBUTORS INC	SUPPLIES	7,536.64
00404050	C AND J FAVALORA TRUCKING INC	TRUCKING SERVICE	3,165.75
00404053	COMCAST	CONNECTION SERVICE	1,016.33
00404073	FURBER SAW INC	SUPPLIES	847.27
00404092	OFFICE DEPOT INC	SUPPLIES	541.59
00404109	TRENCH PLATE RENTAL CO INC	EMERGENCY SHORING BOX REN	924.08
00404112	VULCAN MATERIALS COMAPANY	SUPPLIES	1,858.75
00404125	DELTA DIABLO	PARKS RECYCLE WATER	8,941.68
00404129	ACCONTEMPS	TEMP SERVICES	1,828.75
00404132	AMAZON CAPITAL SERVICES INC	SUPPLIES	139.18
00404134	ANTIOCH ACE HARDWARE	SUPPLIES	67.48
00404137	BACKFLOW DISTRIBUTORS INC	SUPPLIES	25,538.83
00404139	BANK OF AMERICA	BUSINESS EXPENSE	1,062.20
00404152	CHECK PROCESSORS INC	MONTHLY LOCKBOX PROCESSIN	519.67
00404176	FURBER SAW INC	SUPPLIES	38.14
00404184	HOME DEPOT, THE	PAVERS	81.15
00404196	LOWES COMPANIES INC	PIPE FITTINGS	451.90
00404210	ROBERTS AND BRUNE CO	SUPPLIES	1,592.13
00404211	ROBERTS AND BRUNE CO	SUPPLIES	4,280.25
00404220	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	6.00
00404223	VERIZON WIRELESS	EQUIPMENT	2,127.76



CLAIMS BY FUND REPORT FOR THE PERIOD OF  
DEC. 1 - DEC 29, 2022  
FUND/CHECK #

00404228	ACCOUNTEMPS	TEMP SERVICES	726.69
00404243	BAY ALARM COMPANY	ALARM SERVICE	65.00
00404303	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	109.74
00404310	OFFICE DEPOT INC	SUPPLIES	46.49
00404313	PACE SUPPLY CORP	SUPPLIES	10,051.26
00404319	RESTORATION MANAGEMENT COMPANY	PROFESSIONAL SERVICES	40,123.11
00404333	TIMMONS GROUP INC	CMMS RENEWAL	15,799.36
00404335	TRENCH PLATE RENTAL CO INC	SUPPLIES	888.14
00944242	BADGER METER INC	METERS	20,952.63
00944256	BADGER METER INC	METERS	9,747.27
00944261	GRAINGER INC	SUPPLIES	25.41
00944262	INFOSEND INC	PRINT AND MAIL SERVICES	1,343.52
00944264	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
00944288	BADGER METER INC	METERS	16,446.04
00944297	INFOSEND INC	PRINT AND MAIL SERVICES	3,372.13
<b>Public Buildings &amp; Facilities</b>			
00403969	DC ELECTRIC GROUP INC	PROFESSIONAL SERVICES	16,696.00
00404150	CDM SMITH INC	PROFESSIONAL SERVICES	175,829.92
00404159	CONSTRUCTION TESTING SERVICES	BRACKISH WATER PROJECT	54,220.02
00404162	CSI METRICS LLC	CONSULTING SERVICES	9,074.74
00404291	HB CONSULTING GROUP INC	PROFESSIONAL SERVICES	16,150.00
00944253	SHIMMICK CONSTRUCTION INC	BRACKISH WATER PROJECT	2,798,291.15
00944270	SHIMMICK CONSTRUCTION INC	BRACKISH WATER PROJECT	1,339,116.27
00944291	CAROLLO ENGINEERS INC	PROFESSIONAL SERVICES	137,584.80
00944302	SHIMMICK CONSTRUCTION INC	BRACKISH WATER PROJECT	6,691,968.33
<b>621</b>	<b>Sewer Fund</b>		
<b>Swr-Wastewater Administration</b>			
00403927	ACCOUNTEMPS	TEMP SERVICES	996.59
00403940	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	7,372.82
00403944	AT AND T MCI	PHONE	20.96
00403966	CRYSTAL CLEAR LOGOS INC	SHIRTS	198.87
00403967	CWEA SFBS	TRAINING	877.00
00403970	DELTA DENTAL	INSURANCE PREMIUM	304.27
00403978	FASTENAL CO	SUPPLIES	94.06
00403980	FERNANDEZ LOPEZ, KIM ANGEL	EXPENSE REIMBURSEMENT	300.00
00404004	OFFICE DEPOT INC	SUPPLIES	217.37
00404012	ROBERTS AND BRUNE CO	FITTINGS	2,633.38
00404031	ALTA FENCE	FENCE REPAIR	1,143.50
00404050	C AND J FAVALORA TRUCKING INC	TRUCKING SERVICE	3,165.75
00404053	COMCAST	COMMUNICATION SUPPLIES	1,016.33
00404060	CWEA SFBS	RENEWAL FEE	499.00
00404065	DUKES ROOT CONTROL INC	PROFESSIONAL SERVICES	48,386.26
00404072	FISCHER COMPLIANCE LLC	TRAINING	598.00
00404078	JACK DOHENY COMPANY	SUPPLIES	193.94
00404089	NEXTEL SPRINT	CELL SERVICE	18.30
00404092	OFFICE DEPOT INC	SUPPLIES	79.89
00404112	VULCAN MATERIALS COMAPANY	SUPPLIES	1,858.76
00404129	ACCOUNTEMPS	TEMP SERVICES	712.25
00404132	AMAZON CAPITAL SERVICES INC	SUPPLIES	210.38
00404152	CHECK PROCESSORS INC	MONTHLY LOCKBOX PROCESSIN	519.67



CLAIMS BY FUND REPORT FOR THE PERIOD OF  
DEC. 1 - DEC 29, 2022  
FUND/CHECK #

00404184	HOME DEPOT, THE	PAVERS	81.15
00404196	LOWES COMPANIES INC	SUPPLIES	1,434.88
00404205	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	464.41
00404211	ROBERTS AND BRUNE CO	SUPPLIES	631.07
00404223	VERIZON WIRELESS	DATA USAGE	1,895.87
00404228	ACCONTEMPS	TEMP SERVICES	726.69
00404229	ACE INDUSTRIAL SUPPLY INC	SUPPLIES	76.78
00404310	OFFICE DEPOT INC	SUPPLIES	46.49
00404313	PACE SUPPLY CORP	SUPPLIES	2,213.80
00404320	ROBERTS AND BRUNE CO	SUPPLIES	4,773.04
00404331	TAPCO	TRAFFIC CONTROL BASES	2,546.79
00404333	TIMMONS GROUP INC	CMMS RENEWAL	15,799.39
00944246	HOYA SAFETY	SAFETY GLASSES C. PORTER	283.75
00944252	SCOTTO, CHARLES W AND DONNA F	PROPERTY TAX FOR 415 O ST	701.58
00944261	GRAINGER INC	SUPPLIES	257.41
00944262	INFOSEND INC	PRINT AND MAIL SERVICES	1,343.53
00944264	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
00944269	RED WING SHOE STORE	SAFETY SHOES ROMANO, T	300.00
00944273	SCOTTO, CHARLES W AND DONNA F	JANUARY 2023 RENT	5,000.00
00944290	CANON FINANCIAL SERVICES	COPIER USAGE	8.88
00944297	INFOSEND INC	PRINT AND MAIL SERVICES	3,372.13
00944301	RED WING SHOE STORE	SAFETY SHOES HUGHES, D.	300.00
<b>631</b>	<b>Marina Fund</b>		
	<b>Marina Administration</b>		
00404007	PEPPER INVESTMENTS INC	PEST CONTROL	125.00
00404027	WEST MARINE PRO	SUPPLIES	1,032.35
00404139	BANK OF AMERICA	MARINA YELP SUBSCRIPTION	1,020.00
00404164	DIABLO LIVE SCAN LLC	FINGERPRINTING	1.60
00404196	LOWES COMPANIES INC	SUPPLIES	611.37
00404205	PACIFIC GAS AND ELECTRIC CO	GAS	4,647.31
00404223	VERIZON WIRELESS	DATA USAGE	38.01
00404232	ALHAMBRA	WATER SERVICE 5 MARINA PLZ	66.44
00404343	VORTEX MARINE CONSTRUCTION INC	REPAIR SERVICE	167,680.39
00944264	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,300.00
<b>752</b>	<b>Storm Drain Deposits Fund</b>		
	<b>Non Departmental</b>		
00404055	CONTRA COSTA COUNTY	DRAINAGE FEES	848,870.82
00404146	BRAVO, GUADALUPE	REFUND DRAINAGE FEE D55	514.50
<b>760</b>	<b>ECWMA Fund</b>		
	<b>Non Departmental</b>		
00403971	DIABLO WATER DISTRICT	MEETING REIMBURSEMENT	468.84





## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Special Meeting of January 13, 2023

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

**SUBMITTED BY:** Forrest Ebbs, Community Development Director *FEbbs*

**SUBJECT:** Professional Services Contract with Raney Planning & Management, Inc. for \$111,084 for Amendment to the East Lone Tree Specific Plan.

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving the sole source request and professional services contract (Exhibit A) in the amount of \$111,084; and
2. Authorizing the City Manager to execute the agreement.

### **FISCAL IMPACT**

The project will be paid for with budgeted funds for Professional Services contained in the Community Development – Planning Division budget.

### **DISCUSSION**

The East Lone Tree Specific Plan (Plan) was adopted in 1995 to govern a 785-acre study area extending from Lone Tree Way to the south, Empire Avenue and Neroly Road to the east, and the Contra Costa Canal to the north. The residential component of the plan has largely been implemented through the development of the Parkside/Davidon and Laurel Ranch projects. All residentially zoned land is presently built out, under construction or entitled.

The eastern side of the plan area includes the undeveloped commercial properties along Slatten Ranch Road. Changes in the market and increased competition have prevented the commercial development of these sites. The Plan currently requires a two-step Planned Development process involving public hearings at both the Planning Commission and City Council. The Planned Development process is intended to replace the current generic zoning with site-specific development and land use standards that govern the development and future use of the site. The Plan already contains specific

**B**

Agenda Item #

land use and development standards, and additional standards are not necessary to ensure high quality and productive development. Unfortunately, the current process introduces uncertainty and time delay that can discourage the development of commercial projects. From introduction to entitlement, staff expects that a typical project would require at least twelve months for approval under the current process.

Staff proposes a formal amendment to the Plan to eliminate the planned development process and to require Site Plan and Design Review for new commercial projects. This would provide a streamlined pathway and allow commercial and employment-generating land uses by-right without additional discretionary review. The physical development of the site would be reviewed by staff and the Planning Commission to ensure that proper infrastructure, traffic improvements, parking circulation, landscaping and architecture are provided.

The “Reinvest Antioch” Economic Development Program Action Plan and Tool Kit was adopted on September 13, 2022 by the City Council. This plan includes proposed initiatives (page 5.) which include “2. Real Estate Development Capacity / Site Readiness” that calls for flexible zoning and streamlined entitlement/permitting for targeted land uses and business types. The proposed change would further this policy by simplifying and improving the process for employment generating and commercial development in this location.

The City Council is asked to approve the contract to enable Raney Planning & Management, Inc. to proceed with developing the formal amendment to the Plan. In addition, Raney Planning & Management, Inc. would provide an update to the Environmental Impact Report (EIR) to bring the document up to current standards and eliminate further uncertainty for a prospective user.

Raney Planning & Management, Inc. has supported similar amendments to the East Lone Tree Specific Plan for adjacent residential projects and brings a unique history and existing expertise to development in this region. As such, staff is requesting sole-source use of this vendor.

The City Council is not asked to approve the Specific Plan amendment itself at this time. If funded, a formal request to adopt the changes would be prepared for future City Council action. The Planning Division of the Community Development Department will lead the project in coordination with the Economic Development Department.

#### ATTACHMENT

##### A. Resolution

Exhibit A: Scope of Services – Raney Planning & Management, Inc.

**RESOLUTION NO. 2023/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH RANEY  
PLANNING & MANAGEMENT, INC. FOR A TOTAL CONTRACT AMOUNT NOT TO  
EXCEED \$111,084.**

**WHEREAS**, the East Lone Tree Specific Plan was adopted in 1995 and provides land use and development policy; and

**WHEREAS**, the majority of the plan has been implemented through the development of residential neighborhoods on the west side of State Route 4; and

**WHEREAS**, an amendment to the plan will better enable the development of the non-residential lands on the east side of State Route 4 by clarifying and simplifying the review process; and

**WHEREAS**, the City currently maintains a list of on-call planning service providers, which includes Raney Planning & Management, Inc.

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

1. Approves a professional services agreement with Raney Planning & Management, Inc. to perform the services described in Exhibit A for a total contract amount not to exceed \$111,084; and
2. Authorizes the City Manager to execute 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 special meeting thereof, held on the 13<sup>th</sup> day of January 2023, by the following vote:

**AYES:**

**ABSENT:**

**ABSTAIN:**

**NOES:**

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

November 23, 2022

Forrest Ebbs, Community Development Director  
City of Antioch  
PO Box 5007  
Antioch, CA 94531

**Re: East Lone Tree Specific Plan Supplemental Environmental Impact Report**

Dear Mr. Ebbs:

On behalf of Raney, a division of Raney Planning & Management, Inc., I am pleased to submit the following proposal for the preparation of a Supplement to the certified East Lone Tree Environmental Impact Report (EIR) SCH# 93-111069. The following scope of work has been tailored based on the information provided to date and discussions with City of Antioch staff. The scope of work may be further refined in coordination with you and City of Antioch staff, as needed. We look forward to the opportunity to work with you on this project.

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## PROJECT UNDERSTANDING

The East Lone Tree Specific Plan EIR, also known as the Future Urbanization Area #2 (FUA #2) Specific Plan EIR, was previously certified by the City of Antioch City Council in August 1995. The 785-acre study area focuses on the eastern edge of Antioch, and is bounded Lone Tree Way to the south, Empire Avenue and Neroly Road to the east, and the Contra Costa Canal to the north. The development plan would allow for a mix of employment, commercial, residential uses, and public uses, as well as parks, and open space.

Raney understands the City is proposing to modify the approval process for commercial development within the East Lone Tree Specific Plan. Currently, the East Lone Tree Specific Plan requires approval of a Planned Development (PD) Rezone by City Council for commercial development. The City is proposing to no longer require approval of a PD Rezone and would instead only require Design Review by Planning Commission for commercial development within the Specific Plan. The goal of this modification is to streamline commercial development and minimize the need for further CEQA review. This modification would require approval of a Specific Plan Amendment.

## APPROACH

In situations when a lead agency has certified an EIR for a project, and later the project is modified, requiring additional environmental review, the lead agency has a few options for conducting such review. Depending on the nature of the project modifications, a lead agency may prepare an Addendum, a Supplement to the EIR, or a Subsequent EIR. According to Section 15164, a lead agency can prepare an Addendum to a previously certified EIR if some changes or additions to an EIR are necessary, but none of the conditions described in Section 15162 calling for preparation of a Subsequent EIR have occurred. The 15162 conditions are as follows:

- (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:
  - (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
  - (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;
  - (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
  - (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Given the relatively minor changes, it is unlikely that criterion (1) would be triggered. Rather, for reasons discussed below, it is anticipated that criterion (2) could be triggered. Based upon Raney's review of the project information and discussions with City staff, it is possible that the proposed alteration may result in new significant impacts, or substantial increase in the severity of significant impacts previously identified in the East Lone Tree Specific Plan EIR. In such a case, an Addendum would not be the appropriate CEQA document to evaluate the environmental effects of the proposed project. The question to be considered then becomes whether a Subsequent EIR or a Supplement to the East Lone Tree Specific Plan EIR should be prepared. Raney has determined that a Supplement to the East Lone Tree Specific Plan EIR would be the appropriate CEQA document given that the proposed project would likely necessitate minor changes to the overall analysis contained in the East Lone Tree Specific Plan EIR. According to CEQA Guidelines Section 15163 concerning a Supplement to an EIR:

- (a) The Lead or Responsible Agency may choose to prepare a supplement to an EIR rather than a subsequent EIR if:
  - (1) Any of the conditions described in Section 15162 would require the preparation of a subsequent EIR, and
  - (2) Only minor additions or changes would be necessary to make the previous EIR adequately apply to the project in the changed situation.
- (b) The supplement to the EIR need contain only the information necessary to make the previous EIR adequate for the project as revised.



- (c) A supplement to an EIR shall be given the same kind of notice and public review as is given to a draft EIR under Section 15087.
- (d) A supplement to an EIR may be circulated by itself without recirculating the previous draft or EIR.
- (e) When the agency decides whether to approve the project, the decision-making body shall consider the previous EIR as revised by the supplemental EIR. A finding under Section 15091 shall be made for each significant effect shown in the previous EIR as revised.

While the CEQA Guidelines are fairly general with respect to the scope of a Supplemental (or Subsequent) EIR once the lead agency has determined that said document is required, case law offers broad guidance. Generally, a Supplemental EIR is required to evaluate only the changes in the project, changes in circumstances, or new information that led to the preparation of the further EIR. Thus, Raney will prepare a Supplemental EIR that focuses only on the new or substantially more severe significant impacts caused by changes to CEQA that were not evaluated in the prior EIR. Raney anticipates the primary environmental issues of concern for the proposed project will be Greenhouse Gas (GHG) Emissions and Transportation.

Analysis in the Supplemental EIR will include assessment of the individual and cumulative environmental effects of the project. Pursuant to CEQA Guidelines Section 15162, the focus will be on whether modifying the approval process for commercial development within the Specific Plan area would result in new significant impacts, or increase in the severity of significant impacts previously identified by the City in the East Lone Tree Specific Plan EIR. Raney will also give consideration to whether substantial changes have occurred with respect to the circumstances under which the project will be undertaken, including any changes to the environmental setting since certification of the East Lone Tree Specific Plan EIR. The Draft Supplemental EIR, Final Supplemental EIR, and related work products will be prepared in accordance with the criteria, standards, and provisions of CEQA, Section 21000 et seq. of the Public Resources Code and the State CEQA Guidelines (California Code of Regulations Section 15000 et seq.), and the regulations, requirements, and procedures of the City of Antioch.

It should be noted that, CEQA Guidelines Section 15163, regarding a Supplement to an EIR, does not explicitly require a lead agency to issue a Notice of Preparation (NOP) for a Supplement to an EIR. Based on Raney's experience, and input from CEQA attorneys, an NOP is not required to be released for a Supplement, and it is up to the lead agency as to whether or not they choose to do so. For the purposes of this scope, Raney has assumed an NOP will not be released.

Raney assumes that any additional project information needed to facilitate the environmental review of the project will be supplied by the City. Raney intends to work closely with the City of Antioch throughout the development and processing of the Supplemental EIR. Raney will remain objective and rely on the City, as the CEQA Lead Agency, to make the ultimate determination on the conclusions. The expectation of Raney is that we will serve as environmental consultants to the City and will make ourselves available to assist the City to facilitate the process. For the purposes of this scope, Raney assumes the City will handle all Native American consultation processes pursuant to AB 52 and SB 18. If the City would like

assistance with these required consultation processes, Raney can amend this scope of work to include additional budget.

### *Technical Reports Prepared by Raney and its Sub-Consultants*

Raney proposes to sub-contract with Fehr & Peers to prepare a Transportation Impact Analysis (TIA). The air quality and GHG emissions analysis for the project will be prepared in-house by Raney's Air Quality Division led by Vice President/Air Quality Specialist, Rod Stinson and Division Manager/Air Quality Specialist, Angela DaRosa. All air quality and GHG analyses are prepared consistent with the regulations and requirements of CEQA, Assembly Bill (AB) 32, Senate Bill (SB) 32, the Bay Area Air Quality Management District (BAAQMD), and the City of Antioch, as the lead agency.

## **TECHNICAL SCOPE OF WORK**

The following scope of work has been developed based on discussions with City staff, and the information provided to date for the proposed project. The scope of work identifies each task in the preparation of the necessary documents and includes all work products associated with each task.

### **Tasks 1 Project Initiation**

The objective of this task is to coordinate with the City of Antioch to confirm assumptions regarding the proposed project and scope of work for the proposed project. Senior Vice President, Cindy Gnos, AICP, will serve as the Project Director and Division Manager/Air Quality Specialist, Angela DaRosa will serve as Project Manager.

Raney will complete the following:

- Participate in a virtual kick-off meeting with City staff;
- Review existing documentation for the project and identify key issues; and
- Refine the scope, if necessary, with any revisions for the City to approve.

### **Task 2 Project Description**

The objective of this task is to prepare a draft project description in consultation with City staff. Based on Raney's extensive CEQA experience, completing a draft of the project description during the project initiation phase greatly reduces the potential for project-related issues throughout the preparation of the environmental documents. The project description will include a detailed project location, background, and history of the project (including past ownership, prior approvals, and land uses); existing environmental setting; and discretionary actions. It should be noted that as part of the project description, Raney will coordinate with the City to determine the potential buildout on the vacant land within the East Lone Tree Specific Plan area.

Raney will complete the following deliverables:

- Submit one electronic copy of the draft project description to the City for review and comment; and
- Submit one electronic copy of the final project description to the City prior to incorporation into the Supplemental EIR.

### **Task 3      Prepare Administrative Draft Supplemental EIR**

The objective of this task is to prepare an Administrative Draft Supplemental EIR for the proposed project that will provide analysis for the proposed project. The Administrative Draft Supplemental EIR will provide the public and decision-makers with a legally defensible environmental analysis of the proposed project, which will be accurate, objective, and free of jargon. Pursuant to CEQA Guidelines Section 15163, the Administrative Draft Supplemental EIR will include all information necessary to make the previous EIR adequate for the project as revised, and will be circulated independent of the previous EIR. The Supplemental EIR will be drafted in a manner to allow future projects to rely on the EIR with minimal additional CEQA review.

#### **Task 3.1              Introduction and Executive Summary**

The introduction will cite the provisions of CEQA to which the proposed project is subject. This section will identify the background of the project and its certified EIR, intended uses of the Supplemental EIR, agencies that may rely upon the Supplemental EIR, and purpose of the Supplemental EIR and statutory authority. The Supplemental EIR will also include an Executive Summary Chapter, primarily consisting of a summary table, which will include a matrix of impacts and mitigation measures, with levels of significance of impacts before and after mitigation. The summary table will include all mitigation measures applicable to the proposed project, including those identified in the East Lone Tree Specific Plan EIR.

#### **Task 3.2              Environmental Setting, Impacts, and Mitigation Measures**

The environmental analysis for the proposed project will focus on potential environmental impacts resulting from the changes to the proposed project and changes in circumstances under which the project would be undertaken.

Raney anticipates that the following environmental topics will be addressed in the Supplemental EIR: GHG Emissions and Transportation. Project alternatives and statutorily required sections, including growth inducing impacts, cumulative impacts, and significant and unavoidable impacts, will also be included. It should be noted that the topics mentioned above are anticipated key issues; however, Raney will discuss with the City if additional topics should be addressed in the Supplemental EIR.

Raney's proposed approach to each environmental issue section is as follows:

##### **a) GHG Emissions**

Raney will work closely with the City and BAAQMD throughout the preparation of the GHG chapter to determine the appropriate thresholds of significance for the analysis. Raney will utilize CalEEMod to produce an estimate of GHG emissions for the project, including indirect emissions (e.g., electricity, natural gas). Raney will rely on Vehicle Miles Traveled (VMT) information from the Traffic Impact Analysis to be prepared by Fehr & Peers, to determine an estimate for potential traffic emissions. Emissions will be expressed in units of carbon dioxide equivalents. With respect to AB 32 and SB 32, Raney will coordinate with the City of Antioch and BAAQMD to ensure comparison of the estimated emissions to appropriate thresholds. Raney will also rely on the City of Antioch's Climate Action and Resilience Plan, as needed. Mitigation measures would be

identified, as appropriate, using BAAQMD to identify feasible mitigations for GHG emissions.

**b) Transportation**

The Transportation chapter of the Supplemental EIR will consider the potential transportation impacts of the proposed amendments to the East Lone Tree Specific Plan, particularly those related to VMT as outlined in the requirements of SB 743. Impacts to the transportation system related to the Supplemental EIR will be based on the total VMT generated by future employees of commercial developments.

Raney will rely on the TIA to be prepared for the project by Fehr & Peers, under contract with Raney (please see *Attachment A* for a complete scope of work). Fehr & Peers will prepare a description of the transportation network in the project vicinity and provide a regulatory setting including applicable plans and policies from the City of Antioch General Plan, *Contra Costa County Transportation Authority (CCTA) Growth Management Program Implantation Guide*, and Caltrans. Fehr & Peers will review the latest CCTA travel demand model for land use and transportation system and input files, for the Base Year and Cumulative Year without project scenarios. Based on the model information, Fehr & Peers will determine the output Base Year and Cumulative Year baseline total VMT estimates for the project area. Fehr & Peers will then compare the baseline VMT to published data to determine the authenticity of the model's VMT estimates. Fehr & Peers will update the land use input files for the Base Year and Cumulative Year scenarios based on the project description. The updated land use files will be loaded into the model to complete the Base Year and Cumulative Plus Project evaluation.

*Vehicle Miles Traveled*

Fehr & Peers will update the land use input files for the Base Year and Cumulative Year scenarios, based on the project description. The Base Year and Cumulative Year will assume development of the Antioch Housing Elements sites. Consistent with the methodology outlined in the *CCTA Growth Management Program Implantation Guide*, the updated land use files will be added into the model to complete the VMT evaluation. Fehr & Peers will analyze the VMT under the following scenarios: Base Year No Project; Cumulative No Project; and Cumulative Plus Project.

The VMT analysis will also address impacts related to the Specific Plan's potential conflicts with programs, plans, policies, or ordinances addressing the multi-modal circulation system, hazards and emergency access. Fehr & Peers will identify significant impacts based on the significance criteria and will develop mitigation measures, as needed, including project modifications, travel demand management programs, participation in public transit funding, and provision of off-site pedestrian and bicycle facilities.

Fehr & Peers will prepare a TIA report that will document the data, analysis, calculations, and results of the work conducted. Fehr & Peers will coordinate with Raney and the City of Antioch throughout the preparation of the TIA, including meetings and response to

comments on drafts. Raney and the City Engineer will review the report to ensure all CEQA issues have been adequately and accurately addressed.

### **Task 3.3 Statutorily Required Sections**

The Statutorily Required Sections chapter of the Supplemental EIR will summarize significant and unavoidable, significant irreversible, and growth-inducing impacts, to the extent that such impacts are identified in the Supplemental EIR analysis.

Raney will provide the following deliverables:

- Provide the public and decision-makers with a legally defensible environmental analysis of the proposed project, which will be accurate, objective, and free of jargon;
- Prepare a Supplemental EIR that will conform to the City of Antioch's preferred format; and
- Submit one electronic copy of the Administrative Draft Supplemental EIR to the City of Antioch.

### **Task 3.4 Alternatives Analysis**

CEQA does not specifically note whether a Supplemental EIR requires an Alternatives Analysis chapter. Because the project is merely including a modification to discretionary actions and not land use, Raney believes an alternatives chapter may not be necessary. However, Raney has included the task in the event that the analysis for GHG emissions or VMT results in a significant impact and the City may want to consider alternatives. Therefore, the Alternatives Analysis chapter will be determined in consultation with the City at the conclusion of the GHG and VMT analyses. If the task is not needed, Raney will not invoice for this task. If it is determined an Alternatives Analysis chapter is needed, the chapter will evaluate three alternatives, including the No Project Alternative required by CEQA. Alternatives shall be developed in consultation with the City of Antioch staff during preparation of the Administrative Draft Supplemental EIR to respond to new identified significant impacts. The Alternatives Analysis chapter will describe the alternatives and identify the environmentally superior alternative. The alternatives will be analyzed at a level of detail less than that of the proposed project which is permissible under CEQA; however, the analyses will include sufficient detail to allow a meaningful comparison of the impacts. A matrix comparing the impacts of the proposed project to the alternatives will also be included.

Raney will complete the following deliverables:

- Submit one electronic copy of the Administrative Draft Supplemental EIR to the City of Antioch staff to review for adequacy and accuracy.

### **Task 4 Prepare Screencheck Draft Supplemental EIR**

The objective of this task is to edit the Administrative Draft Supplemental EIR, based on the comments received from the City's review, to prepare a Screencheck Draft Supplemental EIR. Raney assumes City comments on the Administrative Draft Supplemental EIR will be provided in a consolidated set.

Raney will provide the following deliverables:

- Attend conference calls, as needed, with the City staff to discuss comments on the



Administrative Draft Supplemental EIR; and

- Submit one electronic copy of the Screencheck Draft Supplemental EIR, which reflects all changes made in response to City comments.

### **Task 5 Prepare Public Review Draft Supplemental EIR**

The objective of this task is to edit the Screencheck Draft Supplemental EIR, based on the comments received, to prepare and distribute the Draft Supplemental EIR for public review in accordance with CEQA requirements. Raney assumes that the revisions from additional comments on the Screencheck Draft Supplemental EIR will only require editorial or other non-substantive changes. Raney will prepare the Notice of Availability (NOA) of the Draft Supplemental EIR and anticipates the City will handle distribution of the NOA. Raney will also prepare the Notice of Completion (NOC) and Summary Form F. Raney will assist with posting the NOC, Summary Form F, and Draft Supplemental EIR with the State Clearinghouse. In addition to an electronic copy, Raney will provide a hard copy of the Public Review Draft Supplemental EIR to the City.

Raney will provide the following deliverables:

- Submit one hard copy, with the appendices on flash drives adhered to the back cover, of the Draft Supplemental EIR to the City;
- Prepare the NOA, NOC, the State Clearinghouse Summary Form for Electronic Document Submittal (Form F); and
- Electronically submit the NOC, Summary Form F, and the Draft Supplemental EIR to the State Clearinghouse.

### **Task 6 Prepare Administrative Final Supplemental EIR**

The objective of this task is to respond to all comments received during the 45-day public review period and compile the comments into an Administrative Final Supplemental EIR for review by the City of Antioch. Raney assumes these comments will not raise new issues, or that new surveys or technical studies will be required to complete adequate responses. Further, Raney assumes the amount and nature of comments can be addressed within the hours shown in the budget spreadsheet. For the purposes of this scope of work, Raney's budget for this task would allow Raney to prepare responses to up to 50 individual comments that are substantive in nature. Repetitive comments do not count toward this total. For example, it is not uncommon for the public to submit a large volume of comments on a particular issue/concern. In this case, Raney will prepare a master response to address the thematic concern; and this effort would only constitute one response. Raney's budget for this task is based upon our experience preparing such documents for other similar projects. Should more time be needed to respond to additional comment letters, Raney will initiate discussions immediately with City staff to conduct this extra work. The Final Supplemental EIR will consist of responses to comments, changes to the Draft Supplemental EIR as a result of comments, and the Mitigation Monitoring and Reporting Program (see *Task 7*).

Raney will provide the following deliverables:

- Meet with City staff to review all comments received and determine the appropriate written responses to the comment, as outlined in *Task 11 Project Management, Meetings, and Hearings*; and

- Submit one electronic copy of the Administrative Final Supplemental EIR to the City.

### **Task 7 Prepare Mitigation Monitoring and Reporting Program (MMRP)**

The objective of this task is to prepare an MMRP for the proposed project by updating the MMRP adopted for the Specific Plan EIR. The MMRP will include mitigation measures that are still applicable to the proposed project and any new or modified mitigation measures, if needed, to be incorporated into the Final Supplemental EIR.

Raney will provide the following deliverables:

- Submit one electronic copy of the draft MMRP to the City with the Administrative Final Supplemental EIR, for City review; and
- Submit one electronic copy of the final MMRP to the City of Antioch with the Final Supplemental EIR.

### **Task 8 Prepare Screencheck Final Supplemental EIR**

The objective of this task is to revise the Administrative Final Supplemental EIR based on the comments received and prepare a Screencheck Final Supplemental EIR using track changes format.

Raney will provide the following deliverables:

- Conversations with City staff to discuss City comments and revise the Administrative Final Supplemental EIR; and
- Submit one electronic copy of the Screencheck Final Supplemental EIR to the City of Antioch.

### **Task 9 Prepare Final Supplemental EIR**

The objective of this task is to revise the Screencheck Final Supplemental EIR, based on additional comments from the City, in order to provide a thorough, responsive Final Supplemental EIR. Raney assumes all edits will only require editorial or other “non-substantive” changes in the revision of the Screencheck Final Supplemental EIR.

Raney will provide the following deliverables:

- Submit one hard copy, with the appendices on flash drives adhered to the back cover, and one electronic version of the Final Supplemental EIR for the City of Antioch, based on City comments; and
- Coordinate with the City to prepare all required noticing.

### **Task 10 Prepare Findings of Fact, Statement of Overriding Considerations, and Notice of Determination**

If new significant impacts are identified in the Supplemental EIR, Raney will prepare the required Findings of Fact (FOF) pursuant to CEQA, that incorporate information regarding the project’s significant environmental impacts disclosed in the Supplemental EIR. If any new significant impacts are determined to be significant and unavoidable, Raney will prepare a Statement of Overriding Considerations (SOC) which will identify the specific economic, legal, social, technological, or other considerations that make infeasible the mitigation measures or project alternatives identified in the final EIR. In addition, Raney will prepare a Notice of

Determination (NOD) for approval by the City of Antioch, as necessary. Raney will prepare FOF/SOC to provide the appropriate language to dismiss the project alternatives not selected, as well as language on the overriding considerations, if necessary, to describe the benefits of the project that may outweigh any significant and unavoidable environmental effects.

Raney will provide the following deliverables:

- Submit one electronic copy of the administrative draft FOF/SOC and the Administrative Final Supplemental EIR for the City Attorney to review;
- Submit one electronic copy of the final FOF/SOC to City staff with the Final Supplemental EIR with revisions made based upon comments from the City Attorney; and
- Prepare a NOD for filing at the Contra Costa County Clerk Recorder's Office and posting at the State Clearinghouse, should the project be approved.

### **Task 11      Project Management, Meetings, & Hearings**

The objective of this task is to ensure close, extensive coordination and interaction with City staff, the project team, technical sub-consultants, and the public. The project management team, identified below, will be responsible for coordination with City staff and technical consultants, handling the day-to-day activities of the Supplemental EIR preparation, and responding to staff inquiries about the EIR and process. It should be noted that Raney assumes attendance at City of Antioch Planning Commission and City Council hearings.

Raney will provide the following deliverables:

- Project Management from Senior Vice President Cindy Gnos, AICP, serving as Project Director and Division Manager/Air Quality Specialist, Angela DaRosa, serving as Project Manager;
- Project support from President Tim Raney, AICP; Vice President Nick Pappani; Vice President/Air Quality Specialist Rod Stinson; as well as Associate and Administrative staff;
- Regular phone and e-mail communications with City staff, project stakeholders, and pertinent County, State, and local agencies throughout the process;
- Prepare any necessary noticing, materials, and/or presentations prior to the meetings, and answer questions and respond to comments as needed;
- Attendance at up to two in-progress meetings with the City; and
- Attendance at one working meeting with City staff to discuss internal comments on the Administrative Draft EIR;
- Attendance at one meeting with City staff to discuss comments received on the Draft EIR;
- Attendance at up to two public hearings; and
- Attend additional meetings and hearings upon request and billed on a time-and-materials basis following Raney's standard billing rates.

## SCHEDULE

The following tentative schedule is based on discussions with City staff and Raney's experience preparing similar documents. Factors that could lengthen or possibly shorten the schedule include dates of receipt of project information (including information from the applicant), AB 52 and SB 18 requirements, length of document reviews and unanticipated issues arising from City staff, the project team, or public review of the environmental documents.

<b>Tentative Schedule</b> <b>East Lone Tree Specific Plan Supplemental EIR</b>		
<b>MILESTONES &amp; CRITICAL PATH</b>	<b>TIMING</b>	<b>ESTIMATED DATE</b>
Notice To Proceed	To Be Determined	December 5, 2022
Project Initiation Meeting	To Be Determined	Week of December 5, 2022
Prepare Project Description	One Week	December 12, 2022
Receive City Edits on Project Description	One Week	December 19, 2022
Prepare Final Project Description	Three Days	December 22, 2022
Receipt of Traffic Impact Analysis	12 Weeks from NTP	March 6, 2023
Submit Administrative Draft Supplemental EIR to City for Review	1 ½ Weeks from receipt of Traffic Impact Analysis	March 16, 2023
Receipt of City Comments on Administrative Draft Supplemental EIR	Two Weeks	March 30, 2023
Submit Screencheck Draft Supplemental EIR to City for Review	Two Weeks	April 13, 2023
Receipt of City Comments on Screencheck Draft Supplemental EIR	One Week	April 20, 2023
Submit Public Review Draft Supplemental EIR	One Week	April 27, 2023
Public Review Period of Draft Supplemental EIR	45 Days	April 28, 2023 to June 12, 2023
Submit Administrative Final Supplemental EIR and FOF/SOC to City for Review	Three Weeks from close of Draft Supplemental EIR comment period	July 5, 2023*
Receipt of City comments on Administrative Final Supplemental EIR	One Week	July 12, 2023
Submit Screencheck Final Supplemental EIR to City for Review	One Week	July 19, 2023
Receipt of City comments on Screencheck Final Supplemental EIR	One Week	July 26, 2023
Submit Final Supplemental EIR	One Week	August 2, 2023
Planning Commission Hearing	To Be Determined	August 2023
City Council Hearing	To Be Determined	September 2023

## COST ESTIMATE

The cost for completion of the Supplemental EIR is anticipated not to exceed \$111,084. The tasks are summarized in the Technical Scope of Services of this proposal and costs by task are shown in the attached spreadsheet. These costs are based on the estimates of time for each task provided in the chart on the following page. Costs for the Supplemental EIR preparation will be billed on a not-to-exceed basis, following Raney standard billing rates included in the attached spreadsheet. It should be noted; however, that the cost for the preparation of the Final Supplemental EIR is based upon the receipt of a reasonable number of comments on the Draft Supplemental EIR. For the purposes of this scope of work, Raney has assumed up to 50 individually bracketed comments. Should the comments be excessive or require additional technical analysis, Raney would negotiate with the City immediately to determine a reasonable cost for completion of the Final Supplemental EIR.

The following assumptions were used in the calculations:

- Raney will attend meetings with the City staff and the project team, as well as public hearings as described in the scope of work. Raney assumes that the number of meetings required will be achieved within the hours allocated in the attached spreadsheet. Additional meetings and hearings are easily accommodated and will be billed on a time-and-materials basis, as directed.
- Raney costs are based on the assumption that the existing data and information for the City of Antioch and the proposed project area are accurate and current and will be available for the preparation of the proposed environmental documents.
- Specific amounts of time for revisions to the Screencheck Draft Supplemental EIR, Screencheck Final Supplemental EIR, and Mitigation Monitoring and Reporting Program have been assumed. Raney expects that responding to comments will not exceed the budgeted time. If unanticipated comments result in additional time beyond that which has been budgeted, those items will need to be renegotiated.
- Raney will provide to the City of Antioch with the number of copies of the documents as indicated in the technical scope of services. The cost estimate for copying is an estimate only and will be billed to the City at actual cost.
- Should the City need assistance with the tribal consultation pursuant to AB 52 and/or SB 18, Raney will be available to assist per request by the City. Raney would propose to amend the scope of work, schedule, and budget accordingly.
- Raney assumes that once a Notice to Proceed is issued, the preparation of the environmental documents would be a continuous process without excessive delays. Raney would propose to renegotiate the contract with respect to schedule and cost should substantial delays occur in the processing of the proposed project.



PROPOSED COST ESTIMATE								
East Lone Tree Specific Plan Supplemental EIR								
		Project Director	Project Manager	Air Quality Specialist	Air Quality Technician	Senior Associate	Associate	Cost Per Task
Task 1	Project Initiation	2	4					\$ 1,050
Task 2	Project Description	1	4			4	8	\$ 2,435
Task 3	Prepare Administrative Draft Supplemental EIR	4	5			6	10	\$ 3,725
	<b>Technical Sections</b>							
Task 3.1	Introduction & Executive Summary	1	3			2	12	\$ 2,480
Task 3.2	Environmental Setting, Impacts, and Mitigation Measures							
a	GHG Emissions	2	5			5	26	\$ 5,190
a.1	GHG Emissions Analysis			8	12			\$ 3,060
b	Transportation	2	6			5	28	\$ 5,605
	<b>Other Sections</b>							
Task 3.3	Statutorily Required Sections	2	3			1	6	\$ 1,780
Task 3.4	Alternatives Analysis	2	4			5	24	\$ 4,775
Task 4	Prepare Screencheck Draft Supplemental EIR		6			4	12	\$ 3,070
Task 5	Prepare Public Review Draft Supplemental EIR		5			1	8	\$ 1,970
Task 6	Prepare Administrative Final Supplemental EIR	4	10			6	36	\$ 7,800
Task 7	Prepare MMRP		2			2	6	\$ 1,370
Task 8	Prepare Screencheck Final Supplemental EIR		4			2	10	\$ 2,200
Task 9	Prepare Final Supplemental EIR		2			2	6	\$ 1,370
Task 10	Prepare FOF/SOC and NOD	2	4			2	16	\$ 3,340
Task 11	Project Management, Meetings, and Hearings	14	50			8		\$ 12,140
	Total Hours	36	117	8	12	55	208	
	Hourly Rate	\$ 195	\$ 165	\$ 165	\$ 145	\$ 145	\$ 125	
	Total EIR Labor	\$ 7,020	\$19,305	\$1,320	\$1,740	\$7,975	\$26,000	\$ 63,360
	Sub-Consultant/Expenses							\$ 47,724
	Copying/Printing*						\$ 1,000	
	Sub-Consultant: Fehr & Peers						\$42,385	
	10% Administrative Fee						\$ 4,339	
<b>Total Budget</b>								<b>\$111,084</b>
*Estimate Only, To Be Billed at Cost								

Factors that would increase the scope of work and estimated costs outlined in the proposal include: attendance at additional public meetings; printing of additional copies of reports; analysis of additional issues above those discussed in this proposal or a more detailed level of analysis than described in this proposal; changes in the project requiring reanalysis or rewriting of report sections; collection of data required for the environmental documents beyond that described in this proposal; attendance at additional in-house meetings beyond those budgeted; and excessive comments on the environmental documents. Raney would propose to renegotiate these items, if required, or charge on a time-and-materials basis.

Thank you for the opportunity to submit our proposal for your consideration. Additional information regarding our qualifications, including resumes, is available upon request. Please do not hesitate to contact me if you have any questions regarding the scope of work or if you need any additional information. We look forward to the continued opportunity to work with you on this project.

Thank you,



Cindy Gnos, AICP, Senior Vice President  
Raney Planning & Management, Inc.  
cindygnos@raneymanagement.com

**Attachment A**

Fehr & Peers Scope of Work

**Attachment A:**  
**Fehr & Peers Scope of Work**





November 18, 2022

Cindy Gnos  
Senior Vice President  
Raney Planning & Management  
1501 Sports Drive, Suite A  
Sacramento, CA 95834

**Subject: Proposal to Prepare the East Lone Tree Specific Plan Supplemental EIR  
Transportation Assessment**

Dear Cindy:

Fehr & Peers is pleased to present this draft proposal to prepare a CEQA transportation analysis as part of a Supplemental EIR for amendments to the East Lone Tree Specific Plan which propose to rezone portions of the Specific Plan area for commercial development. The following scope of work includes a travel demand model review and Vehicle Miles Traveled (VMT) analysis. The analysis will be performed in accordance with the *Contra Costa County Transportation Authority Growth Management Program Implementation Guide (February 2021)* and the City of Antioch's methodologies, thresholds, and guidelines under development for the calculation and assessment of VMT.

The following presents our proposed approach, scope of work, schedule, and fee.

## Approach

Our analysis will consider the potential transportation impacts of the proposed amendments to the East Lone Tree Specific Plan, particularly those related to VMT as outlined in the requirements of SB 743. Impacts to the transportation system related to the Supplemental EIR will be based on the total VMT generated by future employees of the commercial development. We understand that the document will be a Programmatic EIR, and that additional project-level review will be needed for individual site development projects, this scope considers all project sites as a group and will not provide site-specific VMT impact analysis.

Fehr & Peers will conduct an assessment of the amendment's potential transportation impacts with respect to the four CEQA Guidelines Appendix G Checklist criteria:

Would the project:



1. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?
2. Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?
3. Substantially increase hazards due to a geometric design feature (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?
4. Result in inadequate emergency access?

Criteria 2 is the implementation of the SB 743 requirement. CEQA Guidelines section 15064.3(b) reads, in part, as follows:

- (1) Land Use Projects. Vehicle-miles traveled exceeding an applicable threshold of significance may indicate a significant impact. Generally, projects within one-half mile of either an existing major transit stop or a stop along an existing high-quality transit corridor should be presumed to cause a less than significant transportation impact. Projects that decrease vehicle miles traveled in the project area compared to existing conditions should be presumed to have a less than significant transportation impact.
- (2) Transportation Projects. Transportation projects that reduce, or have no impact on, vehicle miles traveled should be presumed to cause a less than significant transportation impact. For roadway capacity projects, agencies have discretion to determine the appropriate measure of transportation impact consistent with CEQA and other applicable requirements. To the extent that such impacts have already been adequately addressed at a programmatic level, such as in a regional transportation plan EIR, a lead agency may tier from that analysis as provided in Section 15152.
- (3) Qualitative Analysis. If existing models or methods are not available to estimate the vehicle miles traveled for the particular project being considered, a lead agency may analyze the project's vehicle miles traveled qualitatively. Such a qualitative analysis would evaluate factors such as the availability of transit, proximity to other destinations, etc. For many projects, a qualitative analysis of construction traffic may be appropriate.
- (4) Methodology. A lead agency has discretion to choose the most appropriate methodology to evaluate a project's vehicle miles traveled, including whether to express the change in absolute terms, per capita, per household or in any other measure. A lead agency may use models to estimate a project's vehicle miles traveled and may revise those estimates to reflect professional judgment based on substantial





evidence. Any assumptions used to estimate vehicle miles traveled and any revisions to model outputs should be documented and explained in the environmental document prepared for the project. The standard of adequacy in Section 15151 shall apply to the analysis described in this section.

Note that no traffic Level of Service (LOS) analysis for City policy consistency, nor CMP conformance analysis, is included in this scope of work. If this work is desired, Fehr & Peers can prepare a separate scope and budget.

## Scope of Work

### **Task 1: Project Coordination and Meeting Attendance**

Fehr & Peers will keep Raney Planning & Management informed over the course of the Project as to the status of the analysis. Our proposal includes participation in up to two Project team conference calls and one in-person (or virtual) meetings, which could also include coordination with City staff and/or attendance at a Planning Commission or City Council meeting. If requested, Fehr & Peers can attend additional meetings not included in this proposal on a time and materials basis.

### **Task 2: Setting**

Fehr & Peers will prepare a description of the transportation network in the project vicinity, including roadway network, bicycle and pedestrian facilities, and transit service. We will provide a regulatory setting including applicable plans and policies from the City of Antioch General Plan, CCTA, and Caltrans.

### **Task 3: Travel Demand Model Review**

Fehr & Peers will review the latest Contra Costa Transportation Authority travel demand model (CCTA model) land use and transportation system input files for the Base Year and Cumulative Year without Project scenarios. We will suggest localized modifications if coding errors or other issues are identified with the approval of City staff. The review and modifications will be limited to the Project study area. Based on the model information, we will output Base Year and Cumulative Year baseline total VMT estimates for the Project area. The baseline VMT will be compared against published data, where available, to gauge the reasonableness of the model's VMT estimates.

Fehr & Peers will update the land use input files for the Base Year and Cumulative Year scenario based on the Project description. The updated land use files will be loaded into the model, and a



Base Year and Cumulative Plus Project run will be completed. VMT will be evaluated using Contra Costa County methodology and significance thresholds published in the *Contra Costa County Transportation Authority Growth Management Program Implementation Guide (February 2021)*. If significant impacts are identified, we will identify potential mitigation measures and estimated VMT reductions. While implementation of mitigation measures can reduce the Project's impact, the Project may result in a significant and unavoidable impact.

## **Task 4: CEQA VMT Analysis**

Fehr & Peers will update the land use input files for the Base Year and Cumulative Year scenarios based on the Project description. Base Year and Cumulative Year land use will assume development of the Antioch Housing Element sites. The Project will be analyzed as a group, consistent with the programmatic EIR approach. The updated land use files will be loaded into the model, and Base Year Plus Project and Cumulative Year Plus Project model runs will be completed. The VMT analysis will follow the methodology outlined in the *Contra Costa County Transportation Authority Growth Management Program Implementation Guide (February 2021)*. The VMT analysis scenarios will include the following:

- Base Year No Project
- Cumulative No Project
- Cumulative Plus Project

This assessment will also address impacts related to the Plan's potential conflicts with programs, plans, policies or ordinances addressing the multi-modal circulation system, hazards, and emergency access. We will identify significant impacts based on the significance criteria and will develop mitigation measures if needed. VMT-reducing mitigation measures may include project modifications, travel demand management programs, participation in public transit funding, provision of off-site pedestrian and bicycle facilities, or other measures.

## **Task 5: Other CEQA Checklist Criteria**

Fehr & Peers will conduct the assessment for the other three criteria of CEQA Guidelines Appendix G Checklist listed above and will develop mitigation measures if needed to address any significant impacts. As with the VMT analysis, this analysis will be performed for the group of all project sites. Site-specific analysis will not be performed.

## **Task 6: Documentation**

Fehr & Peers will prepare a Transportation Impact Analysis (TIA) report that will document the data, analysis, calculations, and results of the work in Tasks 2-5. Fehr & Peers will prepare the following deliverables:



- Administrative Draft Transportation Impact Analysis
- Draft Transportation Impact Analysis
- Final Transportation Impact Analysis

Fehr & Peers has allocated up to a total of 18 hours of staff time to respond to two rounds of City staff and project team comments on the Admin Draft TIA and Draft TIA. Additional effort to respond to comments beyond that identified previously can be accommodated on a time-and-materials basis, subject to a scope and budget amendment.

## Schedule & Fee Estimate

Fehr & Peers will submit the administrative draft TIA within twelve weeks of receipt of a Notice to Proceed.

We will perform Tasks 1 through 6 above for a fee of \$42,385. Our detailed budget estimate is attached. We will conduct the work on time and materials basis and will not exceed this budget limit without your prior authorization. Invoices will be submitted monthly for services rendered and are due and payable upon receipt. Please contact Bill Burton at [b.burton@fehrandpeers.com](mailto:b.burton@fehrandpeers.com) or 925.357.3381 if you have any questions. We look forward to working with you on this project.

Sincerely,

FEHR & PEERS

Bill Burton, PE, RSP  
Principal

P22-5814-WC

## Attachment A: Fee Proposal for the East Lone Tree Specific Plan Supplemental EIR Transportation Assessment

Tasks	Fehr & Peers						Direct Costs	Total
	PIC/AIC	Senior Engineer	Forecasting Specialist and Operations QA/QC	Engineer/Planner	Graphics	Support	Labor Hours	
Task 1: Project Coordination and Meeting Attendance	\$340	\$180	\$255	\$165	\$175	\$155		
Task 2: Setting	2	4	0	4	0	2	12	\$2,570
Task 3: Travel Demand Model Review	4			12	2	3	21	\$4,455
Task 4: CEQA VMT analysis	1	8	8	24	0	5	46	\$9,155
Existing	4	12	6	40	6	8	76	\$14,940
Cumulative No Project	1	4	2	16	2	3	28	\$5,425
Cumulative Plus Project	1	4	2	8	2	2	19	\$3,750
Task 5: Other CEQA Checklist Items	2	4	2	16	2	3	29	\$5,765
Task 6: Documentation	1	2	0	4		1	8	\$1,615
Admin Draft TIA	2	16	0	36	0	7	52	\$9,650
Draft TIA	1	8	0	28		5	42	\$7,675
Final TIA		4		4		1		
Total for Tasks 1-6	13	40	14	116	8	25	207	\$42,385

### Notes:

This fee proposal is valid for a period of 90 days from the proposal submittal date.

Actual billing rate at the time of service may vary depending on the final staffing plan at the time the project starts; the overall fee will not be exceeded.

Mileage is billed at the IRS rate plus 10% handling fee.

Rates and non-key staff are subject to change at any time, without notice, and within the total budget shown.

Direct costs include communications and reproduction costs as a percentage of labor.

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Special Meeting of January 13, 2023

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

**SUBMITTED BY:** Rosanna Bayon Moore, Assistant City Manager [RBM](#)

**APPROVED BY:** Cornelius H. Johnson, City Manager

**SUBJECT:** Unhoused Resident Services – Amendment No. 4 to Consulting Services Agreement with Focus Strategies

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute Amendment No. 4 to the Consulting Services Agreement with Focus Strategies.

**FISCAL IMPACT**

Not to exceed an additional \$120,000 from the General Fund for a total amount of \$373,500 which is already budgeted for FY 2023.

**DISCUSSION.**

The City Council adopted a resolution approving a Consultant Services Agreement with Focus Strategies for an initial not to exceed fee of \$73,500 on September 10, 2019. The scope of work generally consists of technical assistance to develop the City's strategic response to unhoused resident encampments.

In August of 2020, the City Council approved Amendment No. 1 to the agreement, extending the term to August of 2021 with no other changes. In April of 2021, the City Council approved Amendment No. 2 in the amount of \$60,000 based on estimated work to be performed through the fiscal year ending June 30, 2022. In March of 2022, the City Council approved Amendment No. 3 to incorporate efforts associated with the City of Antioch's Homekey Developer Partner RFQ Solicitation. Since that time, additional tasks have been assigned to Focus Strategies, including temporary part-time staffing of the Unhoused Resident Coordinator role.

Focus Strategies continues to provide critical technical support that is informed by best practices and evidence based programming. The proposed amendment estimates technical assistance to the City through June 30, 2023.

**ATTACHMENTS****A. Resolution**

Exhibit A to Resolution – Amendment No. 4

**B. Consulting Services Agreement, Amendment Nos. 1, 2 & 3**



**ATTACHMENT "A"**

**RESOLUTION NO. 2023/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 4  
WITH FOCUS STRATEGIES TO PROVIDE TECHNICAL ASSISTANCE  
FOR UNHOUSED RESIDENT SERVICES**

**WHEREAS**, on September 10, 2019, the City Council adopted a resolution authorizing pursuit of a consultant for an Unhoused Resident Coordinator and a budget adjustment of up to \$100,000;

**WHEREAS**, after soliciting bids for an Unhoused Resident Coordinator, the City acted to engage Focus Strategies as a technical assistance provider and Unhoused Resident Coordinator Services Consultant;

**WHEREAS**, Focus Strategies continues to provide subject matter expertise in the key areas of policy and program development and implementation; and

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

1. Authorizes the City Manager to execute Amendment No. 4 to the consulting services agreement with Focus Strategies for Unhoused Resident Coordinator Services in an additional amount of \$120,000, not to exceed a total amount of \$373,500 (Exhibit A).

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a special meeting thereof, held on the 13th day of January, 2023 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

## EXHIBIT “A”

## **EXHIBIT “A”**

### **AMENDMENT NO. 4**

#### **CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND FOCUS STRATEGIES**

THIS FOURTH AMENDMENT TO THE CONSULTING SERVICES AGREEMENT is entered into the \_\_\_\_ day of January 2023, by and between the CITY OF ANTIOCH, a municipal corporation (“**City**”), and Focus Strategies at 340 Lemon Avenue #1815, Walnut Creek, CA 91789 (“**Consultant**”).

#### **RECITALS**

WHEREAS, on February 11, 2020, the CITY and CONSULTANT entered into a Agreement for Professional Consultant Services for Unhoused Resident Coordinator Services (“Agreement”) in the amount of \$73,500;

WHEREAS, on August 12, 2020, Section 1.1 of the Agreement entitled “Terms of Service” was amended to extend until August 11, 2021;

WHEREAS, on April 27, 2021, the City Council approved the Second Amendment to the Agreement, extending the term until June 30, 2022 and authorizing a sum of \$60,000 for a total not to exceed fee of \$133,500;

WHEREAS, on March 22, 2022, the City Council approved the Third Amendment to the Agreement, extending the term until June 30, 2023, expanding the scope of work and authorizing an additional sum up to \$120,000 for a total not to exceed \$253,500; and

WHEREAS, on January 13, 2023, the City Council authorized the City Manager to execute the Fourth Amendment to the Agreement to pay the Consultant an additional sum of up to \$120,000 for a total not to exceed \$373,500 which is already budgeted; and

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

#### **Section 1. “SERVICES” shall be amended to read as follows:**

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to the City the services described in the Scope of Work attached as the Focus Strategies Proposal for the City of Antioch Unhoused Resident Coordinator Services and the amended scope of work referenced

in Amendment No. 3. Furthermore, the Scope of Work shall encompass part time staffing of the vacant Unhoused Resident Coordinator role and expanded technical support associated with future program funding.

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

“The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2023, unless the term of the agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to deliver required by this Agreement shall not affect the City’s right to terminate the Agreement, as provided for in Section 8.”

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

“City hereby agrees to pay the Consultant an additional sum of \$120,000, for a total compensation not to exceed \$373,500.”

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

CITY OF ANTIOCH:

FOCUS STRATEGIES:

By: \_\_\_\_\_  
Cornelius H. Johnson  
City Manager

By: \_\_\_\_\_  
Megan H. Kurteff-Schatz  
President

ATTEST:

By: \_\_\_\_\_  
Elizabeth Householder  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Thomas Lloyd Smith City Attorney

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF ANTIOCH AND  
FOCUS STRATEGIES**

THIS AGREEMENT for consulting services is made by and between the City of Antioch ("City") and Focus Strategies ("Consultant") as of February 11, 2020.

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to the City the services described in the Scope of Work attached as the Focus Strategies Proposal for the City of Antioch Unhoused Resident Coordinator Services, this proposal is also to include assistance in developing a class specification for the coordinator position, 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 Request for Proposal (RFP), 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 August 11, 2020, the date of completion specified in the Request for Proposal (RFP) and Focus Strategies Proposal for the City of Antioch Unhoused Resident Coordinator Services, this proposal is also to include assistance in developing a class specification for the coordinator position, 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 represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. 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 agrees to pay Consultant a sum not to \$73,500. Total charges for services will be on a price times volume basis, notwithstanding any contrary

indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. 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:

- The beginning and ending dates of the billing period;
- Detail accounting of service billing elements and volume and Total Services Fees

**2.2 Payment Schedule.**

2.2.1 The Consultant shall make payments monthly, based on accounts received, according to the Request for Proposal (RFP).

**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 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

**2.5 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 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. Insurers shall have an A.M. Best's rating of no less than A:VII unless otherwise accepted by the City in writing:

- 4.1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Contractor shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.
- 4.2. **Automobile Liability Insurance.** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 4.3. **Workers' Compensation Insurance.** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- 4.4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.
- 4.5. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 4.5.1 *Additional Insured Status.* The City, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor 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 to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
- 4.5.2 *Primary Coverage.* For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 4.5.3 *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- 4.5.4 *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- 4.5.5 *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- 4.5.6 *Claims made policies.* If any of the required policies provide claims-made coverage:
- 4.5.6.1 The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- 4.5.6.2 Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
- 4.5.6.3 If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

- 4.6. **Certificate of Insurance and Endorsements.** Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences.

However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- 4.7. **Subcontractors**. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insured's.
- 4.8. **Higher limits**. If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- 4.9 **Special Risks or Circumstances**. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.
- 4.10 **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.
- 5.5 **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, sexual orientation or any other legally protected status, 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.

7.6 **Prevailing Wages.** Should the scope of work fall under the requirements of the California Labor Code and implementing regulations for the payment of prevailing wages, then Consultant shall comply and pay prevailing wages.

## **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.

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 B not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit B 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.

- 9.2 Confidentiality.** 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 kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the services under this Agreement in any publication without the prior written consent of the City.
- 9.3 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.
- 9.4 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.
- 9.5 Intellectual Property.** The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this 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.
- 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 Lisa Saunders, Finance Services Supervisor ("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:

Megan H. Kurteff-Schatz, MSW, MPP  
President  
Focus Strategies  
340 Lemon Avenue #1815  
Walnut Creek, CA 91789

Any written notice to City shall be sent to:

Ron Bernal  
City Manager  
City of Antioch  
PO Box 5007  
Antioch, CA 94531-5007

**10.11 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit B, 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.

*(all signatures are on the next page)*

**CITY:**

CITY OF ANTIOCH

  
\_\_\_\_\_  
Ron Bernal, City Manager

Attest:

  
\_\_\_\_\_  
Arne Simonsen, City Clerk of City of Antioch

Approved as to Form:

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

**CONSULTANT:**

[NAME OF CONSULTANT]

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

Name: Megan H. Kurteff-Schatz

Title: President

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

Name: \_\_\_\_\_

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

*[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]*

## **AMENDMENT NO.1**

### **CONSULTING SERVICES AGREEMENT Between the City of Antioch and Focus Strategies**

Effective as of the twelfth day of August 2020, the City of Antioch ("City") and the Focus Strategies ("Consultant"), enter into this Amendment No. 1 to the Consulting Services Agreement Between the City of Antioch and Focus Strategies ("Agreement").

The City of Antioch ("City") and ("Consultant") have previously enter into that certain Consulting Services Agreement dated February 11, 2020 ("Agreement"), the parties agree to modify and amend the Agreement as follows:

#### **Section 1. Service.**


##### **1.1 Terms of Service of the Agreement is amended:**

The term of this Agreement shall begin on the date first noted above and shall end on August 11, 2021, the date of completion specified in the Request for Proposal (RFP) and Focus Strategies Proposal for the City of Antioch Unhoused Resident Coordinator Services, this proposal is also to include assistance in developing a class specification for the coordinator position, 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.

Except as modified herein all the remaining terms and provisions of the Consulting Services Agreement dated February 11, 2020 shall remain in effect. If any conflicts exist between the Consulting Services Agreement and Amendment No. 1, Amendment No. 1 shall govern.

*(all signatures are on the next page)*

CITY OF ANTIOCH:

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

FOCUS STRATEGIES:

By: \_\_\_\_\_  
Megan H. Kurteff-Schatz,  
President

ATTEST:

By:   
 Arne Simonsen, MMC  
City Clerk

APPROVED AS TO FORM:

By:   
Thomas Lloyd Smith,  
City Attorney



**AMENDMENT NO. 2 TO THE CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF ANTIOCH AND FOCUS STRATEGIES**

**THIS SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT** is entered into the 27<sup>th</sup> day of April 2021, by and between the CITY OF ANTIOCH, a municipal corporation ("**City**") and Focus Strategies, their address is 340 Lemon Avenue #1815, Walnut Creek, CA 91789 ("**Consultant**").

**RECITALS**

**WHEREAS**, on February 11, 2020, the CITY and Focus Strategies, entered into an Agreement for Professional Consultant Services for Unhoused Resident Coordinator Services ("**Agreement**") in the amount of \$73,500;

**WHEREAS**, on August 12, 2020, Section 1.1 of the Agreement, entitled "Terms of Service" was amended to extend until August 11, 2021; and

**WHEREAS**, on April 27, 2021 the City Council authorized the City Manager to execute the Second Amendment to the Agreement, which would extend the term until June 30, 2022 and pay the Consultant an additional sum up to \$60,000 for a total not to exceed \$133,500.

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

- 1. Section 1.1 "Term of Services" the first paragraph shall be amended to read as follows:**


The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2022 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.

- 2. Section 2 "**COMPENSATION**" the first sentence shall be amended to read as follows:**

"CITY hereby agrees to pay Consultant total compensation up to, but not to exceed \$133,500."

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



CITY OF ANTIOCH:

By:   
Rowland E. Bernal, Jr.  
City Manager

FOCUS STRATEGIES

By:   
Megan H. Kurteff-Schatz, President

ATTEST:

   
Elizabeth Householder  
City Clerk

APPROVED AS TO FORM:

  
Thomas Lloyd Smith  
City Attorney

## **EXHIBIT "A"**

### **AMENDMENT NO. 3**

#### **CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND FOCUS STRATEGIES**

THIS THIRD AMENDMENT TO THE CONSULTING SERVICES AGREEMENT is entered into the 22<sup>nd</sup> day of March 2022, by and between the CITY OF ANTIOCH, a municipal corporation ("**City**"), and Focus Strategies at 340 Lemon Avenue #1815, Walnut Creek, CA 91789 ("**Consultant**").

#### **RECITALS**

WHEREAS, on February 11, 2020, the CITY and CONSULTANT entered into a Agreement for Professional Consultant Services for Unhoused Resident Coordinator Services ("Agreement") in the amount of \$73,500;

WHEREAS, on August 12, 2020, Section 1.1 of the Agreement entitled "Terms of Service" was amended to extend until August 11, 2021;

WHEREAS, on April 27, 2021, the City Council approved the Second Amendment to the Agreement, extending the term until June 30, 2022 and authorizing a sum of \$60,000 for a total not to exceed fee of \$133,500;

WHEREAS, on March 22, 2022, the City Council authorized the Interim City Manager to execute the Third Amendment to the Agreement, which would extend the term until June 30, 2023 and pay the Consultant an additional sum up to \$120,000 for a total not to exceed \$253,500; and

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

#### **Section 1. "SERVICES" shall be amended to read as follows:**

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to the City the services described in the Scope of Work attached as the Focus Strategies Proposal for the City of Antioch Unhoused Resident Coordinator Services. Furthermore, the Scope of Work shall encompass technical support that advances the City's objective of providing quality and effective services to unhoused residents and assists the City with the development of an application for Project Homekey funding.

**Section 1.1 "Term of Services" the shall be amended to read as follows:**

"The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2023, unless the term of the agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to deliver required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8."

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

"City hereby agrees to pay the Consultant total compensation up to, but not to exceed \$253,500."

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

CITY OF ANTIOCH:

By: 

Cornelius H. Johnson Interim City Manager

FOCUS STRATEGIES:

By: 

Megan H. Kurteff-Schatz  
President

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:** Special Meeting of January 13, 2023

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

**SUBMITTED BY:** Brad Helfenberger, Parks and Recreation Director 

**SUBJECT:** Short Term Lease Agreement with Meals on Wheels Diablo Region for Temporary Office Space at the Nick Rodriguez Community Center

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving a short-term lease agreement between the City of Antioch and Meals on Wheels Diablo Region for designated space at the Nick Rodriguez Center (Attachment B); and
2. Authorizing the City Manager to execute the Agreement.

**FISCAL IMPACT**

There will be a negligible impact to the City Budget related to the purchase of keys and an anticipated increase in utility costs resulting from an increased use of electricity.

**DISCUSSION**

For more than 50 years, Meals on Wheels Diablo Region has improved the lives of vulnerable seniors living in Contra Costa County by delivering nutritious meals and supportive services that allow seniors to remain in their homes, safely and with dignity. On September 24, 2022, their headquarters in Walnut Creek suffered severe damage from a fire. While their offices are undergoing restoration, they are seeking alternative workspace to conduct their services. They will need alternate space for approximately one year.

Over the last year, Meals on Wheels Diablo Region delivered 111,419 meals to 763 older adults in Antioch. They also provide staff at the Antioch Senior Center on a weekly basis to help connect seniors with a variety of programs and services. To assist with their temporary office needs and to provide a benefit to the community, the City offered temporary space at the Nick Rodriguez Community Center, at no cost, for one year, subject to City Council approval. Meals on Wheels Diablo Region has indicated that it

intends to accept this offer. Therefore, staff seeks approval of a short-term lease agreement between the City and Meals on Wheels Diablo Region.

**ATTACHMENTS**

- A. Resolution
- B. Short Term Lease Agreement
- C. Facility Site Plan



**RESOLUTION NO. 2023/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING A SHORT-TERM LEASE AGREEMENT WITH MEALS ON WHEELS  
DIABLO REGION FOR TEMPORARY SPACE AT THE NICK RODRIGUEZ  
COMMUNITY CENTER AND AUTHORIZING THE CITY MANAGER TO EXECUTE  
THE AGREEMENT**

**WHEREAS**, Meals on Wheels Diablo Region, a non-profit organization, provides services to senior residents of Antioch as well as services at the Antioch Senior Center;

**WHEREAS**, Meals on Wheels Diablo Region's offices suffered damage from a fire on September 24, 2022, resulting in the need for alternate office space;

**WHEREAS**, to assist with this temporary need and to provide a benefit to the community, the City seeks to offer Meals on Wheels Diablo Region a short-term lease agreement for temporary space at the Nick Rodriguez Community Center, at no cost for a period of one year, subject to City Council approval; and

**WHEREAS**, Meals on Wheels Diablo Region has indicated interest in accepting this offer.

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

1. Approves a short-term lease agreement between the City and Meals on Wheels Diablo Region ("Agreement") in substantially the form of Attachment B, for the use of temporary space at the Nick Rodriguez Community Center; and
2. Authorizes the City Manager to execute the Agreement, subject to approval of form 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 special meeting thereof, held on the 13th day of January, 2023 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

**CITY OF ANTIOCH  
SHORT TERM LEASE AGREEMENT  
(NON STANDARD)**

**FOR SPACE AT THE NICK RODRIGUEZ COMMUNITY CENTER**

**FOR ROOMS 107 & 109**

THIS SHORT TERM LEASE AGREEMENT (the “**Lease**”) is made and entered into by and between the City of Antioch (“**Landlord**”) and MEALS ON WHEELS DIABLO REGION (“**Tenant**”), for and in consideration of the premises and mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, under the following terms and conditions:

1. Introduction. Landlord owns the property located at 213 F Street, located in the City of Antioch, California, and commonly referred to as the Nick Rodriguez Community Center (the “**Property**”). The Property is improved with a community center and other improvements.

2. Description of the Leased Rooms. The Property includes that area commonly referred to as Rooms 107 & 109, which consists of approximately 220 square feet (“**Rooms 107 & 109**”). Landlord hereby leases to Tenant and Tenant hereby leases from Landlord Rooms 107 & 109, consisting of approximately 220 square feet (the “**Rooms**”), as shown on **Exhibit A**.

3. Term, Occupancy, Extension, Termination & Holdover.

a. Term. The term of this Lease shall commence on the date this Lease is executed by both Tenant and Landlord (the “**Commencement Date**”) and shall continue in effect for one (1) year (“**Expiration Date**”), unless earlier terminated as provided herein.

b. Occupancy. Tenant may, upon execution of this Lease by Landlord and Tenant, occupy the Rooms on the Commencement Date subject to all terms and conditions of this Lease, provided Tenant complies with Section 15 (Insurance) and delivers an insurance certificate to Landlord prior to entry. Upon delivery of the insurance certificate, Landlord shall deliver possession to Tenant.

c. Rooms Use Termination. In addition to any other right to terminate for default as specified in this Lease, Landlord may terminate this Lease on sixty (60) days’ written notice if Landlord requires the Rooms for a public purpose or if the Property or Rooms are closed for the purposes of renovation or other construction of improvements. Tenant agrees it shall not assert any claims for compensation in the event of termination of this Lease and Landlord shall have no obligation to provide any alternate location for Tenant’s use.

d. Holdover. Tenant shall not hold over after the expiration or earlier termination of the term hereof without the express prior written consent of Landlord. Continued possession, beyond the term of this Lease, notwithstanding any acceptance of rent by Landlord, shall constitute a month-to-month extension of this Lease. During any holdover period, Landlord shall be entitled to rent equal to two times the fair market value of the Rooms, as reasonably determined by the Landlord.

4. Rent. No rent shall be due and payable by Tenant in connection with this Lease during the term.

5. Condition of, and Improvements to Rooms.

a. Improvements. Under this Lease, Landlord shall have no obligation or responsibility, actual or implied, to install, construct, accommodate, or make any improvements to the Rooms prior to, or as a condition of, Tenant's occupation of the Rooms. However, Landlord reserves the right to close, make alterations or additions to, or change the location of elements of the Property and the Rooms.

b. As-Is Condition. Tenant warrants and agrees that Tenant has inspected the Rooms and the Property. Tenant agrees to take possession of the Rooms in an AS-IS condition (which exists on the date this Lease is signed). Landlord makes no representations related to the Rooms or the Property regarding the condition, status, compliance with Laws or suitability for a particular purpose for Tenant's use.

c. Condition Upon Surrender. Upon termination of this Lease, Tenant shall surrender the Rooms to Landlord in as good condition as when originally received, ordinary wear and tear excepted. If Tenant fails to maintain the Rooms in good order and repair, after thirty (30) days' prior written notice, Landlord may, at its option, make such repairs, at Tenant's sole expense.

6. Use. The Rooms shall only be used by and available to Tenant from 8:00 a.m. through 10:00 p.m. on weekdays, excluding holidays. The Rooms shall be used only for Tenant's nonprofit clerical or business operations or for storage space related to Tenant's nonprofit operations, and not for events, and for no other purpose ("**Permitted Use**"). Tenant shall not use any portion of the Rooms for purposes other than those specified without first obtaining the written consent of Landlord.

a. Unsecured Space. Tenant shall be solely responsible for security and storage of any personal property of Tenant within the Rooms, and for providing any furniture, equipment or secured storage containers required by Tenant for use of the Rooms.

b. Adjacent Tenants; Coordination; Rules and Regulations. Tenant agrees that it will abide by, keep and observe all reasonable rules and regulations which Landlord may make from time to time for the management of the Rooms or Property ("**Rules and Regulations**"), including rules and regulations related to access to and any security codes or keys to access the Property or Rooms. Landlord's initial Rules and Regulations are attached to this Lease as Exhibit "B" and incorporated herein by reference. Landlord shall notify Tenant of all additions or changes to such Rules and Regulations, and shall provide a written copy of any new or modified Rules and Regulations to Tenant. The violations of any such Rules and Regulations shall be deemed a material breach of this Lease by Tenant. Landlord will try to enforce the Rules and Regulations, to the extent applicable to other tenants or users of the Property, but will not be liable to Tenant for the violation or non-performance of the Rules and Regulations by any other tenant or user of the Property.

c. Use of Property by Public; Emergency Use. Tenant recognizes that the Property is used and accessed by the public as a community center. The Property is used for a variety of activities that often involve singing, dancing, music, or other noise. Tenant acknowledges that

these activities will continue to occur for the duration of the Lease. None of the foregoing shall be a violation of this Lease by Landlord.

d. Conference Room. The Property contains a conference room, available only upon prior request and subject to availability. All use of the conference room must be booked in advance with the Parks and Recreation department of the City of Antioch, as further detailed in the attached Exhibit "B".

e. Parking Areas; Access to Rooms. Subject to the attached Rules and Regulations, Tenant shall have the non-exclusive right to use the parking area (first-come first-served basis) and driveways, sidewalks, common area pathways and hallways to and from the parking area and Rooms (the route for which Landlord may designate from time to time), and the restroom identified in Exhibit "B" in common with the other tenants and users of the Property, as well as with Landlord's use of same. Tenant shall not have the right to use any other portions of the Property.

7. Compliance with Laws; Non-Discrimination; Hazardous Materials.

a. Tenant, at Tenant's expense, shall comply with and cause all of Tenant's agents to comply with all applicable laws, ordinances, rules and regulations of governmental authorities applicable to the Rooms or the Property, or the use or occupancy thereof, including, without limitation, the law commonly known as the Americans With Disabilities Act and California Code of Regulations Title 8, Sections 3281 through 3299 (collectively, "**Laws**").

b. Tenant herein covenants by and for itself, its heirs, executors, administrators, successors, and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the requirement that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry, in the use, occupancy, tenure, or enjoyment of the Rooms.

c. Tenant shall not cause or permit any hazardous materials to be brought upon, kept, used, discharged, deposited or leaked in or about the Rooms.

8. Waste; Nuisance; Quiet Enjoyment. Tenant shall not suffer or commit any waste or nuisance on the Rooms, nor shall Tenant interfere with or obstruct the rights of or disturb the quiet enjoyment of any other tenant, occupant or user of the Property or injure or annoy them. Tenant shall not use or allow the Rooms to be used for any improper, immoral, or objectionable purposes, to be determined Landlord's sole and absolute judgment. Tenant shall be responsible for all damage to the Rooms or any other portion of the Property caused by Tenant or its employees, agents, invitees, contractors or assignees (individually, a "**Tenant Party**" and collectively "**Tenant Parties**").

9. Repair and Maintenance.

a. Landlord shall repair and maintain the roof, structural foundations, exterior walls of the building, and common areas in which the Rooms are located unless the need for such repair shall be caused by the neglect, misuse, or misconduct of Tenant or any Tenant Parties, in which case Landlord shall promptly cause the repairs to be made at Tenant's sole expense.

b. Tenant shall, at Tenant's sole cost and expense, maintain the Rooms except as noted under Section 8(a), above, in good, clean condition and repair.

c. Tenant shall, at its sole expense, (a) within the Rooms, provide separate and suitable water-tight receptacles for all garbage and refuse produced or accumulated in the Rooms; and (b) at the close of each day (and more often if required by Landlord) remove the same to any garbage area as designated by Landlord.

10. Utility Charges. Tenant shall not be charged for normal utility usage. Landlord shall not be responsible for any interruptions or disturbance of service. No internet service is provided, and any provision and installation of internet service shall be at Tenant's sole cost and subject to the reasonable approval of Landlord.

11. Revenue & Taxation Code Section 107.6 Possessory Interest Tax. Tenant recognizes and understands that this Lease may create a possessory interest subject to property taxes and that, if a possessory interest is created, Tenant shall, in accordance with this Section, be responsible for payment of property taxes levied against such possessory interest.

12. Alterations and Liens. Tenant shall not make or cause to be made any alterations, additions, or improvements to or of the Rooms.

13. Assignment and Subletting; Encumbrances. Tenant shall not either voluntarily, or by operation of law, convey, assign, transfer, mortgage, pledge, sublet or encumber any interest in the Rooms including, but not limited to, by deed of trust or other security instrument, during the term of this Lease.

a. Tenant shall not allow any other person (with the exception of Tenant Parties) to occupy or use the Rooms, or any portion thereof, without Landlord's prior written consent, which may be granted or refused in Landlord's sole discretion.

b. Any attempted conveyance, assignment, transfer, mortgage, pledge, sublet, encumbrance, deed of trust or any other security instrument shall be void where prior written consent has not first been obtained from Landlord.

14. Entry by Landlord. Except for emergencies such as fire, water intrusion and the like which may be at any time, Landlord and its agents shall have the right to enter the Rooms at reasonable times to inspect and examine the same and to make such repairs to the Rooms as the Landlord shall deem advisable, and to show the Rooms to prospective tenants, buyers or lenders.

15. Indemnification.

a. Waiver of Claims. Landlord shall in no way be liable for any loss of property in the Rooms, however occurring, or for any damage done to the effects of Tenant by any employee, consultant, tenant, member of the public, or other outside person, and Landlord shall have no obligation whatsoever to provide security measures for the benefit of the Rooms. To the extent permitted by law, Tenant waives all claims against Landlord for damage to person or property arising for any reason. Tenant assumes all such risks for Tenant and all Tenant Parties.

b. General Indemnity. Tenant shall indemnify, protect, defend (at Tenant's sole cost and with legal counsel acceptable to Landlord) and hold harmless, Landlord and its officers,

officials, employees, contractors, agents and volunteers from and against any and all claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including all court costs and attorney fees, arising at any time during or after the term, as a result (directly or indirectly) of or in connection with (i) default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or (ii) Tenant's use of the Rooms or any other portion of the Property, the conduct of Tenant's business or any activity, work or things done, permitted or suffered by Tenant or any Tenant Parties in or about the Rooms or the Property except as provided by law or for claims caused solely by Landlord's gross negligence or willful misconduct. The obligations of Tenant under this Section 15(b) shall survive the termination or earlier expiration of this Lease.

c. Assumption of Risk. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to the Rooms and its property including, but not limited to, Tenant's fixtures, equipment, furniture and alterations, or illness or injury to persons in, upon or about the Rooms, arising from any cause.

16. Insurance. Tenant shall obtain and maintain at all times during the term of this Lease insurance against claims for injuries to personal or damages to property which may arise from or in connection with the Lease by the Tenant or any Tenant Parties. Tenant shall obtain and furnish proof of coverage as to each type of insurance required. The insurance provisions are not to be construed in any way as a limitation on liability under this Lease.

a. Property Insurance. Property insurance to insure against fire, lightening, vandalism and malicious mischief, covering damage to or loss of any of Tenant's personal property, fixtures, equipment, improvement and alterations, including electronic data processing equipment (collectively, "**Tenant's Property**") (and coverage for 100% of the replacement cost thereof including business interruption of Tenant);

b. Liability Insurance. Commercial General Liability Insurance (Occurrence Form). A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) in aggregate, providing coverage for, among other things, blanket contractual liability, products/completed operations. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, and shall include coverage for liability assumed under this Lease as an "**Insured Contract**" for the performance of Tenant's indemnity obligations under this Lease;

c. Worker's Compensation. Workers' compensation insurance having limits not less than those required by state statute and federal statute, if applicable, and covering all persons employed by Tenant in the conduct of its operations on the Rooms including coverage for all states and, if applicable, voluntary compensation, together with employer's liability insurance coverage in the amount of at least One Million Dollars (\$1,000,000);

d. Umbrella/Excess Liability Insurance. Umbrella or excess liability insurance may be used to satisfy the limits required in Section 15(a) and (b) above. The umbrella liability or excess liability policy shall be written on an "occurrence" form with a self-insured retention no greater than Ten Thousand Dollars (\$10,000). Such policies shall name Landlord as an additional insured and shall be primary to any insurance maintained by Landlord.



e. Waiver of Subrogation. The parties release each other, and their respective authorized representatives, from any claims (for damage to any person or to the Rooms and/or the building in which the Rooms are located, and to the fixtures, personal property, Tenant's improvements, and alterations of either Landlord or Tenant in or on the Rooms and/or the building in which the Rooms are located) that are caused by or result from risks which are insured against under any insurance policies carried by the parties and in force at the time of any such damage and to the full extent of any proceeds paid under said policies.

f. Ratings, Certificates. All policies shall be taken out with insurers licensed to do business in California with a current Best Rating of (A, VII) and in form satisfactory from time to time to Landlord. Certificates of insurance evidencing all such insurance and acceptable to the Landlord shall be filed with Landlord prior to occupancy of the Rooms, unless otherwise allowed by Landlord. Such certificates of insurance must specifically show all the special policy conditions required in this paragraph, including "additional insured," "waiver of subrogation," "notice of cancellation," and "primary insurance" wording applicable to each policy. Alternatively, a certified, true and complete copy of each properly endorsed policy may be submitted. All policies shall contain an undertaking by the insurers to notify Landlord in writing not less than thirty (30) days prior to any material change, reduction in coverage, cancellation, or other termination thereof. Tenant shall furnish Landlord with proof of renewal or binders for new insurance at least thirty (30) days before the expiration date of each policy.

g. Additional Insureds; Endorsements. With respect to CGL Insurance, Tenant shall name Landlord, its officers, officials, employees, agents and volunteers as additional insureds with respect to any claims arising out of Tenant's operations in or upon the Rooms. In addition, the CGL Insurance: (i) must be endorsed to be primary and non-contributory, rather than excess, with respect to each party's additional insured status; (ii) endorsed to provide cross-liability coverage if they do not contain a standard ISO separation of insureds provision; (iii) shall not contain any endorsement or provision that states the limits of the policy will not stack, pyramid or be addition to any other limits provided by that insurer, and (iv) have no cross suits exclusion, or any similar exclusion that excludes coverage for claims brought by an additional insured under the policy against another insured under the policy.

17. Damage or Destruction of Rooms. In the event that repairs are necessary to alleviate structural hazards because the Rooms are damaged by the elements, acts of God, or other circumstances not caused by the negligence or willful misconduct of Tenant Parties, Tenant shall inform Landlord in writing of such necessity. Landlord shall then have the option, in its sole discretion, to either immediately terminate this Lease or to provide for the necessary repairs.

18. Default. The occurrence of any of the following shall constitute a default by Tenant:

a. Tenant shall fail to pay when due any rent or any other monetary sum payable under this Lease.

b. Tenant shall fail to observe, keep or perform any of the other terms, covenants, agreements or conditions contained in this Lease if such default continues for a period of ten (10) days after written notice by Landlord specifying the nature of the default with reasonable particularity, unless the nature of the default is such that more than ten (10) days is required to cure it and Tenant commences to cure it within such ten (10) day period and thereafter diligently pursues it to completion.

c. Institution of voluntary bankruptcy proceedings by Tenant; Institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this Lease; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

d. The abandonment of the Rooms by Tenant, or the vacation (hereby defined to be sixty (60) or more consecutive days of continual absence from the Rooms) of the Rooms by Tenant.

Notices given under this Section shall specify the alleged default and the applicable Lease provisions, and shall demand that Tenant perform the provisions of this Lease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the Rooms.

19. Landlord's Remedies. In the event of any such material breach or default by Tenant, Landlord may at any time thereafter, with or without notice or demand, and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach, do any of the following:

a. Terminate the Lease on written notice to Tenant, in which case Tenant shall immediately surrender possession of the Property to Landlord on the termination date specified by Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Property, including all attorneys' fees and court costs incurred, if any.

b. Maintain Tenant's right to possession in which case this Lease shall continue in effect, and Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease.

c. Pursue any other remedy available to Landlord at law or in equity.

20. Signs. All signs and graphics of every kind visible in or from public view or corridors, or the exterior of the Rooms, whether inside or outside the Rooms, shall be subject to Landlord's prior written approval and shall be subject to compliance with any applicable Laws, including local sign ordinances and Historic Preservation laws. Unapproved signs, banners, flags, etc., shall be removed by Tenant upon Landlord's request.

21. Relocation Benefits. Tenant agrees that its use of Rooms or this Lease shall not entitle Tenant to any relocation benefits pursuant to federal, state or local law and waives any such claim against Landlord.

22. Condemnation. If the Rooms or the Property is taken by condemnation, the Lease shall terminate on the date of the acquisition.

23. No Dedication. Nothing contained in this Lease shall be deemed a gift or dedication of any portion of the Rooms to or for the general public or for any public purpose whatsoever.

24. Reservations. Landlord reserves the right, without the consent of Tenant, to grant such easements, licenses, rights or dedications that Landlord deems necessary.

25. No Personal Liability. No member, officer, official or employee of the Landlord shall be personally liable in the event of any default or breach by the Landlord.
26. Notices. Any notice required or permitted to be given hereunder may be given by personal delivery or by United States certified mail, postage prepaid, addressed to Tenant at the Rooms and to Landlord at: City of Antioch, P.O. Box 5007, Antioch, CA 94531-5007, Attn. City Manager.
27. Waiver. No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such right or be construed as a waiver.
28. Time is of the Essence. Time is of the essence of this Lease as to the performance of all terms, covenants, and conditions stated herein.
29. Successors and Assigns. Except as otherwise provided herein, all of the terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
30. Titles and Definitions. The titles of paragraphs herein are for identification only. They shall not be considered to be a part of this Lease and shall have no effect upon the construction or interpretation thereof. The words "Landlord" and "Tenant" as used in this Lease shall include both singular, plural, masculine, feminine, and neuter as the context shall require.
31. Entire Agreement/Amendment. This Lease contains the entire agreement of the parties and supersedes all prior negotiations, drafts, and other understandings which the parties may have concerning the subject matter hereof. This Lease may not be modified except by written instrument duly executed by the parties hereto or their successors in interest.
32. Choice of Laws; Interpretation. This Lease shall be governed by and construed pursuant to the laws of the State of California. Venue shall be in Contra Costa County. The provisions of this Lease shall be construed in accordance with the fair meaning of the language used and shall not be strictly construed against either party.
33. Authority. Tenant and Landlord warrant that the individuals who have signed this Lease have the legal power, right and authority to enter into this Lease so as to bind each party for whom they sign to perform as provided herein.
34. No Third Party Benefit. This Lease is a contract between Landlord and Tenant and nothing herein is intended to create any third party benefit.
35. Severability. If, for any reason whatsoever, any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions shall be and remain in full force and effect.
36. Counterparts. This Lease may be signed in counterparts, each of which shall be deemed to be an original, all of which together shall constitute one and the same document. Counterparts may be delivered via U.S. Mail, facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g. [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signatures on following page]

**SIGNATURE PAGE TO  
CITY OF ANTIOCH  
SHORT TERM LEASE AGREEMENT  
(NON STANDARD)  
FOR SPACE AT THE NICK RODRIGUEZ COMMUNITY CENTER**

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the day and year set forth below.

**TENANT**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Caitlin Sly,  
Executive Director  
Meals on Wheels Diablo Region

**LANDLORD**

**CITY OF ANTIOCH**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Cornelius H. Johnson, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Elizabeth Householder, City Clerk

**APPROVED AS TO FORM:**

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

## **EXHIBIT A**

### **DEPICTION OF ROOM 107 AND ROOM 109**

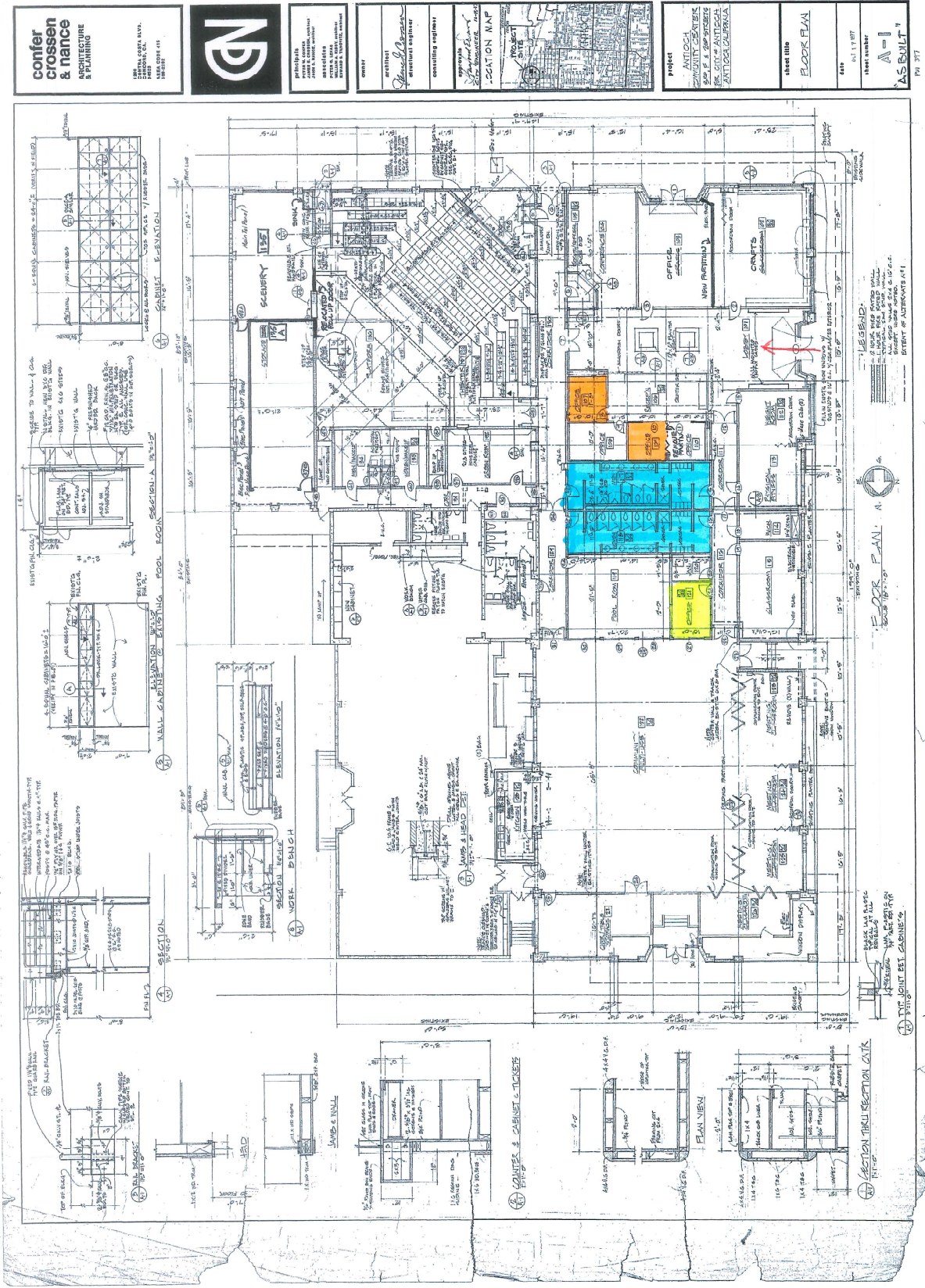
[attached behind this page]

## **EXHIBIT B**

### **RULES AND REGULATIONS**

1. Use shall be limited to Mondays-Fridays from 8am-10pm. No use will be allowed on Saturdays, Sundays, or City Holidays.
2. Tenant will be issued two (2) keys to the main entrance of the Nick Rodriguez Community Center and two (2) keys to the Rooms. Tenant will be issued a security alarm code to the building. Tenant shall be responsible for arming the security alarm when they are the last to leave the facility. Tenant shall keep confidential the security alarm code, and shall not make copies of the keys and shall store the keys in a safe location. Tenant shall be responsible to Landlord for all costs incurred by Landlord should Tenant lose or misplace a key.
3. Tenant may use the restrooms located to the south of the Multi-Purpose room (rooms 117 and 118 on the building plans).
4. Use of the conference room (room 121) is available on a limited first come, first served basis. A sign-up sheet/ schedule will be posted outside the room. The City will have first priority to use the space when needed.
5. Use of the Property is limited to the areas described in the Lease agreement. No other use of space on the Property is allowed.
6. Tenant may use the parking lot to the west of the building. No spaces are reserved or assigned.
7. The Rules and Regulations apply to Tenant and any Tenant Parties.





Key: ↑ Facility Entrance ■ Dedicated Office Space "Rooms 107 & 109" ■ Bookable Shared Conference Room 121 ■ Restrooms Rooms 117 & 118



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Special Meeting of January 13, 2023

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

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

**SUBJECT:** Amendment of the City of Antioch's Surplus Property List to Include 275 W. Tregallas Rd., Antioch CA

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution amending the City of Antioch's Surplus Property List to include 275 W. Tregallas Rd., Antioch, CA.

### **FISCAL IMPACT**

The proposed action does not commit the City to sell any property or to any terms. As such, there is no fiscal impact associated with this action.

### **DISCUSSION**

California Assembly Bill 1486 (Ting, 2019), known as the Surplus Land Act (SLA) and codified in Government Code Section 54220-54234, imposed new requirements on local governments regarding surplus real estate. The purpose of the SLA is to promote the development of affordable housing and to require local agencies (cities, counties and special districts) to use existing surplus land to further this goal. In summary, the SLA requires cities to document their surplus land, to submit a list of surplus land to the State for public review, and to consider affordable housing development on surplus land ahead of other projects.

On March 23, 2021, the Antioch City Council adopted Resolution 2021-41, that approved the City's Surplus Property List in accordance with the SLA. The property located at 275 W. Tregallas ("Subject Property"), was not included in the original list, but based on Council direction, staff was directed to proceed with adding the Subject Property to the Surplus Property List.

If approved, staff will proceed with making the Subject Property available through the SLA process and will add the Subject Property to the City's Surplus Property List.

### **Surplus Property List**

The approved Surplus Property List includes twenty-five (25) distinct properties. The properties on the City's Surplus Property List include vacant lots, a gravel parking lot, and

**E**

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Agenda Item #

a portion of a greenbelt that had been identified as a potential development site. The Subject Property will be added to the existing list and is summarized as follows:

- Property ID 25: The parcel located at 275 W. Tregallas Rd. is currently utilized by the Delta Learning Center and is approximately 0.427 acres includes a 2,884 square foot building and accompanying parking lot.

The City Council is asked to adopt the Resolution approving the amendment to the Surplus Property List for the purpose of complying with the Surplus Lands Act.

### **ATTACHMENT**

A. Resolution with Exhibit

**RESOLUTION NO. 2023/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AMENDING THE  
CITY-OWNED SURPLUS PROPERTY LIST IN ACCORDANCE WITH CALIFORNIA  
GOVERNMENT CODE SECTION 54220-54234**

**WHEREAS**, California Assembly Bill 1486 (Ting, 2019), known as the Surplus Land Act (SLA) and codified in California Government Code Section 54220-54234, imposed new requirements on local governments regarding surplus land;

**WHEREAS**, California Government Code Section 54230(a)(2)(A) requires the production and submittal of a list of City-owned surplus land to the California Department of Housing and Community Development (HCD); and

**WHEREAS**, the City of Antioch has determined that it possesses 25 distinct properties qualifying as surplus land, shown in the table and map attached as Exhibit 1 to this resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby adopts the list of City-owned surplus land in accordance with California Government Code Section 54230(a)(2)(A).

\* \* \* \* \*

**I HEREBY CERTIFY** the foregoing resolution was duly adopted by the City Council of the City of Antioch, County of Contra Costa, State of California, at a special meeting of said City Council held on the 13th day of January 2023 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

Exhibit 1 – Surplus Property List and Map

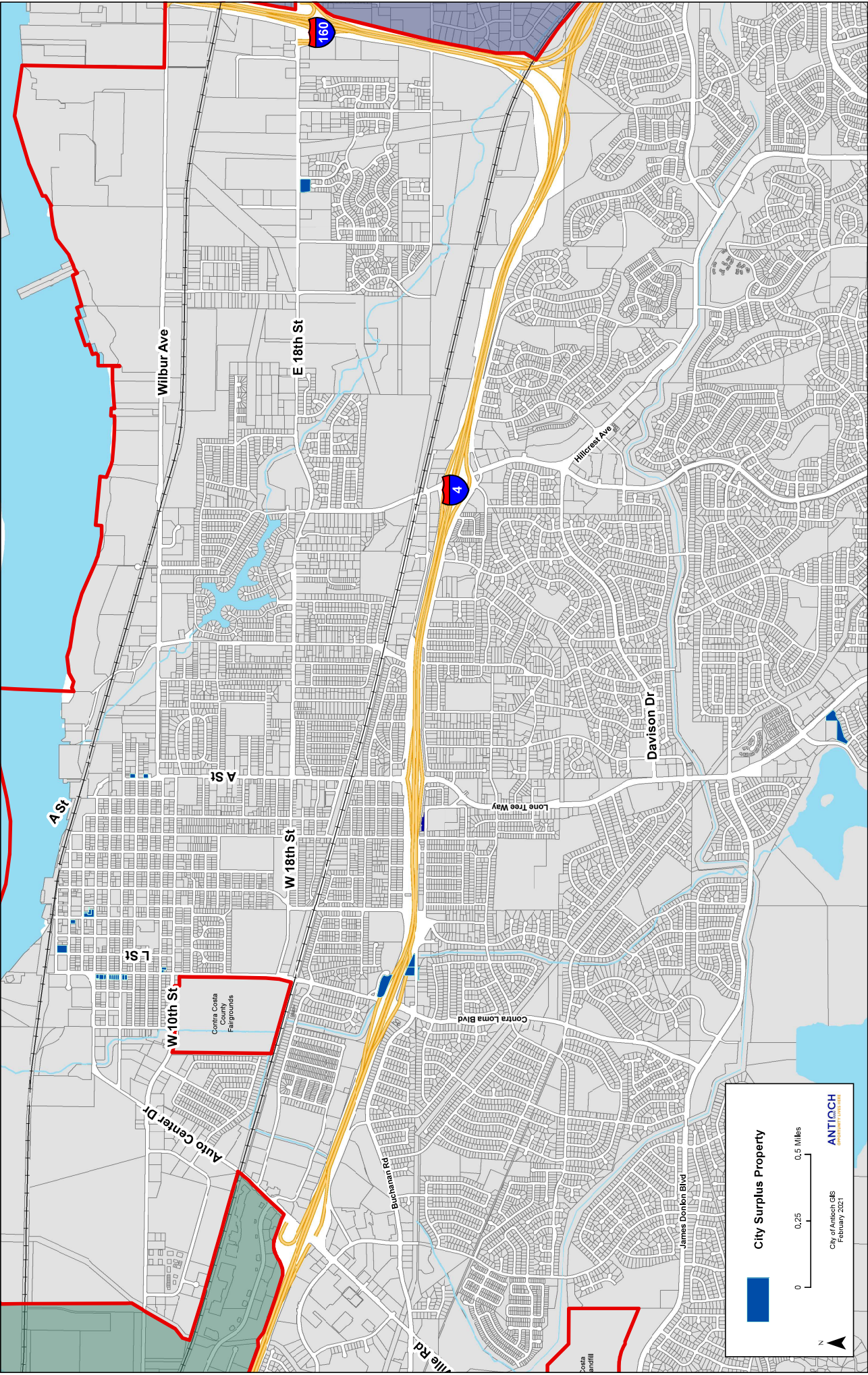
Exhibit 1

City of Antioch – Surplus Property List							
ID	APN	Street Address/ Intersection	Use	Acres	General Plan	Zoning	Notes
1	066-092-001	801 W 2nd Street	Vacant	0.17	Downtown Specific Plan	Mixed Use	former hotel site
2	066-102-004	908 W 2nd Street	Vacant	0.69	Downtown Specific Plan	Mixed Use	may be subject to flooding
3	066-061-009	I Street	Gravel Parking Lot	0.39	Downtown Specific Plan	Mixed Use	
4	066-061-010	I Street	Gravel Parking Lot	0.18	Downtown Specific Plan	Mixed Use	
5	066-164-014	E 8th Street and A Street	Vacant lot	0.18	Downtown Specific Plan	High Density Residential	
6	066-162-008	E 7th Street and A Street	Vacant lot	0.18	Downtown Specific Plan	High Density Residential	contains portion of public street
7	066-123-020	W 4th Street and L Street	Vacant lot	0.13	Downtown Specific Plan	High Density Residential	contains portion of public street
8	066-123-014	W 4th Street and L Street	Vacant lot	0.2	Downtown Specific Plan	High Density Residential	contains portion of public street
9	066-123-009	W 5th Street and L Street	Vacant lot	0.11	Downtown Specific Plan	High Density Residential	contains portion of public street
10	066-126-001	W 5th Street and L Street	Vacant lot	0.09	Downtown Specific Plan	High Density Residential	contains portion of public street
11	066-126-002	W 5th Street and L Street	Vacant lot	0.09	Downtown Specific Plan	High Density Residential	contains portion of public street
12	066-126-003	W 5th Street and L Street	Vacant lot	0.09	Downtown Specific Plan	High Density Residential	contains portion of public street

**City of Antioch – Surplus Property List**

<b>ID</b>	<b>APN</b>	<b>Street Address/ Intersection</b>	<b>Use</b>	<b>Acres</b>	<b>General Plan</b>	<b>Zoning</b>	<b>Notes</b>
13	066-126-004	W 5th Street and L Street	Vacant lot	0.09	Downtown Specific Plan	High Density Residential	contains portion of public street
14	066-126-005	W 6th Street and L Street	Vacant lot	0.09	Downtown Specific Plan	High Density Residential	contains portion of public street
15	066-128-001	W 6th Street and L Street	Vacant lot	0.09	Downtown Specific Plan	High Density Residential	contains portion of public street
16	066-128-002	W 6th Street and L Street	Vacant lot	0.11	Downtown Specific Plan	High Density Residential	contains portion of public street
17	066-217-008	901 L Street	Vacant lot	0.06	Downtown Specific Plan	Commercial/Residential	
18	066-217-009	1017 W 9th Street	Vacant lot	0.11	Downtown Specific Plan	Commercial/Residential	
19	067-341-027	Claudia Court	Vacant lot	1.69	High Density Residential	R-20	Caltrans remnant
20	067-342-001	Fitzuren Road	Vacant lot	0.54	Medium Low Density Residential	C-2	Caltrans remnant
21	067-342-002	Fitzuren Road	Vacant lot	0.7	Medium Low Density Residential	C-2	Caltrans remnant
22	071-021-018	Fitzuren Road	Vacant lot	0.27	Medium Low Density Residential	C-2	Frontage parcel
23	051-400-027	E 18th Street and Wilson St	Vacant lot	1.2	Business Park	P-D	
24	072-400-036	Golf Course Road and Lone Tree Way	Greenbelt	2.01	Convenience Commercial	P-D	Greenbelt with possible utilities
25	071-050-047	275 W Tregallas Road	Office	0.43	Office	C-2	





**City Surplus Property**

0 0.25 0.5 Miles

City of Antioch GIS  
February 2021

**ANTIOCH**  
CALIFORNIA




CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Special Meeting of January 13, 2023

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

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

**APPROVED BY:** Scott Buenting, Interim Public Works Director 

**SUBJECT:** Second Amendment to the Bay Alarm Company Agreement to Expand the Agreement for Access Control, Intrusion and Video Monitoring at Various City of Antioch Facilities

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving the second amendment to the Maintenance Services Agreement with Bay Alarm Company, which increases the agreement by \$549,384 for a total agreement amount of \$1,447,844, to expand Access Control, Intrusion and Video Monitoring at various City of Antioch facilities; and
2. Authorizing the City Manager or designee to execute the second amendment to the Agreement in a form approved by the City Attorney.

**FISCAL IMPACT**

Funding for the additional installation and maintenance services for this Second Amendment in the amount of \$274,496 is included within the approved FY 2022/23 operating General Fund and Water Enterprise Fund budgets. Funding for additional installation and maintenance services for the remaining three (3) years of the five (5) year contract in the amount of \$274,888 will be requested as part of the City's two-year budget process for a total Second Amendment amount increase of \$549,384.

**DISCUSSION**

Bright Security Integrations provided cloud-based security services to the City before going out of business in 2020, leaving the City and its facilities without a reliable on-call Security Service provider and without local technicians to provide service calls.

On February 18, 2021, the City published a Request for Proposals ("RFP") for Integration of an Access Control, Surveillance and Monitoring Security System on its website and also sent the solicitation directly to vendors. The RFP closed on March 22, 2021. Amongst the four (4) qualified proposals received, the City selected Bay Alarm Company ("Bay Alarm") as the contractor offering the best value to the City.

On June 22, 2021, the City Council passed and adopted Resolution No. 2021/107 authorizing the City Manager to enter into an agreement with Bay Alarm for Access Control and Video Monitoring to most key City facilities. The initial agreement was for a not to exceed amount of \$193,800, including a \$122,100 one-time installation fee and annual maintenance of \$14,340 per fiscal year.

On January 11, 2022, the City Council passed and adopted Resolution No. 2022/05 to include Access Control and Intrusion and Video Monitoring for the Police Department facility for an amount not to exceed \$704,700 which included installation and maintenance.

Over the course of the Contract Term, Year 1 and Year 2, additional City facilities were evaluated and determined to need new and/or upgraded security. As a result, additional equipment and services were added. This proposed amendment will allow the City to complete its transition from the old Bright Securities system, which is not functioning at some of our facilities, to the new Bay Alarm system, allowing the City to collaborate with one service provider with improved services. This Second Amendment agreement also includes the completion of several new installations and service at various facilities which have never had security monitoring. These security additions will greatly improve the security at these locations and protect the City's assets.

#### **ATTACHMENTS**

- A. Resolution
- B. Resolution No. 2021/107
- C. Executed Maintenance Services Agreement (MSA)
- D. First Amendment to the MSA
- E. Resolution No. 2022/05
- F. Second Amendment to the MSA
- G. Exhibit 1 to the Second Amendment
- H. Exhibit 2 to the Second Amendment

**RESOLUTION NO. 2023/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE SECOND AMENDMENT TO THE BAY ALARM COMPANY  
MAINTENANCE SERVICES AGREEMENT, TO EXPAND THE AGREEMENT FOR  
ACCESS CONTROL AND VIDEO MONITORING AT VARIOUS CITY OF ANTIOCH  
FACILITIES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND  
AMENDMENT**

**WHEREAS**, the City needed a reliable, on-call Security Service provider following the dissolution of Bright Security Integrations;

**WHEREAS**, on February 18, 2021, a Request for Proposal for Access Control and Video Monitoring Security System was published on the City's website, sent directly to vendors, and closed on March 22, 2021;

**WHEREAS**, the City received four (4) qualified proposals, including Bay Alarm Company's proposal ("Bay Alarm"), which was selected as the proposal offering the best value to the City;

**WHEREAS**, on June 22, 2021, the City Council passed and adopted Resolution No. 2021/107 authorizing the City and Bay Alarm to enter into a Maintenance Services Agreement ("Agreement") for access control and video monitoring at a cost of \$122,100 for the initial set up and \$1,195 per month, for a not to exceed amount of \$193,500 for the entire five (5) years of the Agreement (which includes the option to extend an additional two years);

**WHEREAS**, on January 11, 2022, the City Council passed and adopted Resolution No. 2022/05 authorizing the City and Bay Alarm to execute Amendment No. 1 to the Maintenance Service Agreement ("Agreement") for access control and video monitoring at a cost of \$667,500 for the initial set up including maintenance for the remaining first year, and a not to exceed amount of \$704,700 for maintenance services for the remainder of the term of the contract; and

**WHEREAS**, the City would like to amend this Agreement to expand the integration of access control, intrusion and monitoring security systems to include but not be limited to the Water Treatment Plant, Water Park, Various Pump Stations, City Hall, Nick Rodriguez Community Center and other locations as needed.

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

1. Approves the second amendment to the Maintenance Services Agreement with Bay Alarm Company, which increases the agreement by \$549,384 for a total agreement amount of \$1,447,844, to expand Access Control, Intrusion and Video Monitoring at various City of Antioch facilities; and
2. Authorizes the City Manager or designee to execute the second amendment to the Agreement in a form approved by the City Attorney.

**RESOLUTION NO. 2023/\*\***

January 13, 2023

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\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a special meeting thereof, held on the 13<sup>th</sup> day of January 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

**ATTACHMENT "B"**

**RESOLUTION NO. 2021/107**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
TO ENTER INTO A CONTRACT WITH BAY ALARM COMPANY, TO PROVIDE A  
NEW ACCESS CONTROL, VIDEO MONITORING, AND SECURITY SERVICES  
CONTRACT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE  
AGREEMENT**

**WHEREAS**, a Request for Proposal (RFP) for Access Control and Video Monitoring Security System was published on our website, and a Notice was sent to vendors directly on February 18, 2021 through March 22, 2021;

**WHEREAS**, on March 22, 2021, four proposals were received and scored by Public Works Management staff based on their qualifications in providing access control, video monitoring, and intrusion detection security services;

**WHEREAS**, Bay Alarm Company ranked the highest based on scoring criteria and offers the City the best value at a cost of \$122,100.00 for the initial set up and \$1,195.00 per month for maintenance, for a total of \$71,700 over 5 years; and

**WHEREAS**, the City is requesting the City Council consider and authorize the City Manager to execute the Agreement with Bay Alarm Company, for a total amount not to exceed \$193,800.00 for the entire five (5) year contract.

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

1. Awards the Maintenance Services Agreement for Access Control and Video Monitoring, to Bay Alarm Company;
2. Approves a resolution authorizing the City Manager to enter into a new "Agreement" with Bay Alarm Company for an initial three-year term, with an option to renew for an additional two years, for a total five year contract price not to exceed \$193,800.
3. Approves the City Manager to execute an Agreement in a form approved by the City Attorney.

\* \* \* \* \*

**RESOLUTION NO. 2021/107**

June 22, 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 22<sup>nd</sup> day of June 2021, by the following vote:

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

**NOES:** None

**ABSTAIN:** None

**ABSENT:** None

  
ELIZABETH HOUSEHOLDER  
CITY CLERK OF THE CITY OF ANTIOCH

V06525

ATTACHMENT "C"

CITY OF ANTIOCH  
MAINTENANCE SERVICES AGREEMENT  
WITH BAY ALARM COMPANY FOR  
INTEGRATION OF AN ACCESS CONTROL, SURVEILLANCE  
AND MONITORING SECURITY SYSTEM (P.W. 710)

1. PARTIES AND DATE.

9/2/2021

This Agreement ("**Agreement**") is made and entered into this \_\_\_ day of ~~August, 2021~~ ("**Effective Date**") by and between the City of Antioch, a municipal corporation organized under the laws of the State of California with its principal place of business at 200 H Street, Antioch California 94509 ("**City**") and Bay Alarm Company with its principal place of business at 5130 Commercial Circle, Concord, CA 94520 ("**Contractor**"). City and Contractor are sometimes individually referred to as "**Party**" and collectively as "**Parties**" in this Agreement.

2. RECITALS.

2.1 Contractor.

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

2.2 Project.

City desires to engage Contractor to render such services for the integration of an access control, surveillance and monitoring security project (P.W. 710) ("**Project**") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional work and services required for integration of an access control, surveillance and monitoring security system and any related services and warranty work necessary for the Project ("**Services**"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.



### 3.1.2 Term

The term of this Agreement shall be from the date first set forth above to June 30, 2024, with the option to extend an additional two years, unless earlier terminated as provided herein. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement.

## 3.2 **Responsibilities of Contractor.**

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

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

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

3.2.4 City's Representative. The City hereby designates the Deputy Public Works Director, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

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

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

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

**3.2.8 Period of Performance and Liquidated Damages.** Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damages. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of Five Hundred Dollars (\$500) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

**3.2.9 Disputes.** Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

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

calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

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

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

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

3.2.10.5 Equal Opportunity Employment. Contractor represents that It is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-

discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

3.2.10.7 Water Quality.

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

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

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

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

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

### 3.2.13 Bonds.

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

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

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

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

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

### 3.3 Fees and Payments; Ownership of Equipment.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Hundred Ninety Three Thousand Eight Hundred Dollars (\$193,800.00)** without written approval of City's Deputy Public Works Director. The not to exceed compensation amount is further detailed as follows, and in the attachments to this Agreement:

a. Installation and purchase of the Equipment, as defined in 3.3.6 below: One Hundred Twenty Two Thousand, One Hundred Dollars (\$122,100).

b. Monthly service charges: One Thousand, One Hundred Ninety Five Dollars (\$1,195) per month, for sixty (60) months, for a total not to exceed amount of Seventy One Thousand, Seven Hundred Dollars (\$71,700).

Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

### 3.3.5 California Labor Code Requirements

a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply



with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

### 3.3.6 Installation and City Ownership of Equipment.

a. The total compensation set forth above includes a one-time installation fee for the equipment required for the Project and to be installed by Contractor ("Equipment"). The Equipment shall be new, in good condition and repair, and free of all liens and encumbrances. The Parties agree that upon acceptance of the installation, and full payment by the City of the one-time installation fee, the City shall own the Equipment. Contractor shall deliver transfer of title documents related to the Equipment upon full payment by the City of the one-time installation fee. The Equipment shall be subject to Contractor's warranty obligations, as set forth in the Exhibit "A" to this Agreement.

b. Installation services shall be conducted in a good and workmanlike manner. Contractor shall not damage any City property in conducting its work. Contractor shall be liable for, and shall promptly repair any City property damaged during the installation work, or during the performance of any services by Contractor under this Agreement.



### **3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

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

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

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

### **3.5 General Provisions.**

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

**Contractor:** Bay Alarm Company  
Scott Ohlendorf  
P.O. Box 8140  
Walnut Creek, CA 94596

**City:** Public Works Department  
City of Antioch  
P. O. Box 5007  
Antioch, CA 94531-5007

**City:** City of Antioch  
P. O. Box 5007  
Antioch, CA 94531-5007  
Attn: City Attorney

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

### 3.5.2 Indemnification.

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

3.5.2.2 Indemnity for Intrusion Alarm System – Alarm Event. Notwithstanding the indemnity obligations set forth above, and only as applies to an alarm event related to the intrusion alarm system to be installed and monitored by Contractor (and excluding any installation and maintenance services, and any actions of Contractor's employees while on City property), the following indemnification and limitation of liability shall apply:

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers, and agents (collectively referred to herein as "Indemnitees") harmless from and against any and all losses, liabilities, damages, claims, demands, suits, actions, proceedings, costs and expenses including court costs and attorneys' fees, incurred by Indemnitees (a "Loss") arising out of third party claims where any alarm system equipment provided and installed by Contractor at the site where Contractor is providing services under the Agreement (the "Location") or the monitoring thereof is the cause of any property damage or personal injury (as opposed to cases where failure or malfunction of the alarm system merely contributes to a loss or injury started from another source). Notwithstanding the foregoing, in the event Contractor is found liable for a Loss allegedly or actually caused by or resulting from the failure of Contractor's products or services to prevent, deter or detect the event such products or services are intended to detect, deter or prevent, Contractor's maximum liability shall be Twenty Five Thousand Dollars (\$25,000) and this liability shall be exclusive. City releases Contractor from any claims of any parties suing through City's authority or in its name, including but not limited to City's insurance provider. This paragraph shall be controlling with respect to Contractor's liability and obligation to indemnify Indemnitees for alarm events related to the intrusion alarm system, and if there is any conflict or contradiction between this paragraph and any other provision of the Agreement, this paragraph shall govern. Each party will timely notify the other upon receipt of any third-party claim relating to the Agreement. The foregoing limitation shall not apply in the case of the gross negligence or willful misconduct of Contractor.

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

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

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

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

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

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

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

paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

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

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

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

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

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

3.5.19 Wage Theft Prevention.

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

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

3.5.19.3 If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Contractor shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Contractor or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Contractor or its subcontractor is subject to a payment or other alternative plan, the Contractor or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

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

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

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

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT  
BETWEEN THE CITY OF ANTIOCH  
AND BAY ALARM COMPANY**

9/2/2021

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of \_\_\_\_\_ day of ~~August~~  
~~2021.~~

**CITY OF ANTIOCH**

Approved By:

DocuSigned by:

*Rowland E. Bernal, Jr.*

8037753157451EC  
Rowland E. Bernal Jr.

City Manager

**Bay Alarm Company**

DocuSigned by:

*Jack Unroe*

28000A1F72004CC  
Jack Unroe

CEO, Bay Alarm Company

ATTEST:

*Christina Davis*  
*JD* Elizabeth Householder  
City Clerk

Approved As To Form:

DocuSigned by:

*Thomas Lloyd Smith*

8037753157451EC  
Thomas Lloyd Smith

City Attorney



## EXHIBIT "A"

### SCOPE OF SERVICES

The following Scope of Work is based on the City's RFP, and applies except as modified by Contractor's terms included in Attachment 1 to this Exhibit "A".

The Scope of Work includes the provision of security system installation, implementation, integration, and monitoring. Contractor has represented and warrants that it possess the products, knowledge, and experience to deliver an access control and security monitoring system to the City of Antioch.

### BACKGROUND

The City has recently made substantial investments upgrading access control panels, security cameras, and monitoring. The Contractor has confirmed its qualifications to integrate its security platform using the City's existing, upgraded hardware, control panel type ACS6000 and ACS300.

The City's detailed hardware specifications and entire list of current hardware inventory is attached as Attachment 3 to this Exhibit "A".

- Access control panel model number (per door, per location)
- Camera brand, model number, type, location, and area-of-view maps (for each location)
- All associated IP addresses with access control panels, and security cameras
- Monitoring and call out (a local company is preferred)

### SERVICES

The Contractor will provide:

24-hour access control, surveillance, and security monitoring. The intent is to accomplish this through use of cloud-based software, video monitoring, and a localized (in-state) 24-hour call center that provides the following features:

- Door access reader control
- Security camera and video access
- Professional monitoring and alarm dispatching
- Remote access control
- 

Except as otherwise provided herein, the Contractor shall provide live monitoring, intrusion alarm call outs and hardware trouble shooting services within 24-hours of notification, and integration with the City's currently existing hardware, and shall store data for a minimum of 120 days.

The Contractor shall provide a door access control system (currently using Brivo (or access control and Eagle Eye for cameras) to provide protection and security across the various City facilities. The system will have a mobile and video component, as well as professional monitoring (24/7) which provides a comprehensive security platform. The City currently uses a cloud-based solution with upgraded door reader hardware and updated video hardware across most of its facilities. It is highly preferred (but not required) that fire software communicates with specified hardware.

**ATTACHMENT 1  
TO  
EXHIBIT "A"**

CONTRACTOR PROVIDED SCOPE OF WORK AND TERMS

[attached behind this page]

Attachment 1 to  
Exhibit A

### ADDITIONAL READERS

### Bay Alarm Company Scope of Work

User Name

Site Phone Numbers

Site Address:

### Scope of Work

User hereby **authorizes** Bay Alarm Company hereinafter "Bay", or assigns to sell, install and/or provide monitoring and other services for a security and life safety system under the following conditions and agrees to pay the sales and installation charges and the service charges described below to Bay's address.

THE ASSOCIATION OF

## DAVID ALLEN D. FROSTEN

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THE BOARD OF DIRECTORS OF THE UNIVERSITY OF CALIFORNIA  
 1000 UNIVERSITY AVENUE, SUITE 1600, BERKELEY, CA 94720-1600  
 TEL: (415) 495-4000 FAX: (415) 495-4001

☐ New System or Takeover    ☐ New Owner    ☐ Addendum-Alteration Addition    ☐ Cancels Former Agreement-Alteration Addition  
 Services Provided: ☐ Full Service    ☐ Time Plus Materials Service    ☐ Monitor Only

<b>Sale and Installation Price and Payment Summary:</b>		<b>Type Service:</b>
Total Installation Price:	\$ 42,495.00	<input type="checkbox"/> Intrusion Alarm <input checked="" type="checkbox"/> Fire Alarm
(Plus Applicable Taxes to be billed separately)		<b>Open/Closing Options:</b>
Deposit Due at Signing:	\$	<input type="checkbox"/> E-Arming
Due Upon Completion or Previous:	\$	<input checked="" type="checkbox"/> BayNet Plus
Balance Due Upon Completion:	\$ 42,495.00	<input type="checkbox"/> Supervised (Check one below)
Monthly Service Charge:	\$ 450.00 (See Quarterly in Attachment)	<input type="checkbox"/> Central Station Open/Closing
		<input type="checkbox"/> User Keypad Control
		<input type="checkbox"/> Valon and Perimeter Required
		<input type="checkbox"/> BayLink
		<input type="checkbox"/> BayMail
		<input type="checkbox"/> CCTV
		<input checked="" type="checkbox"/> Access
		<input type="checkbox"/> Electronic Lock
		<input type="checkbox"/> Intercom
		<input type="checkbox"/> Total Connect Video
		<input type="checkbox"/> Total Connect 2 &
		<input type="checkbox"/> Video Verification
		<input type="checkbox"/> Video Modification
		<input type="checkbox"/> Verified Response &
		(Verified Response is included in The total Monthly Service Fee)
		<input type="checkbox"/> Other

<b>Fire Test Frequency:</b>
<input type="checkbox"/> NFPA 72
<input type="checkbox"/> Sprinkler Inspection Service.
Bay will inspect systems in accordance with C.C.R. Title 15
<input type="checkbox"/> Other
<b>Fire Test Devices:</b>
<input type="checkbox"/> Panel Only
<input type="checkbox"/> Panel & Fire Devices
<b>Communication Type:</b>
<input type="checkbox"/> Single Phone Line
<input type="checkbox"/> Internet Protocol
<input type="checkbox"/> Digital Cellular Alarm Back-Up
<input type="checkbox"/> Digital Cellular Alarm Only
<input type="checkbox"/> Other
<b>Environmental Monitoring:</b>
<input type="checkbox"/> Refrigeration
<input type="checkbox"/> Temperature Control
<input type="checkbox"/> Other
<b>Elevator:</b>
<input type="checkbox"/> Elevator Monitoring      Elevator Test

## ADDITIONAL DOOR CONTACTS

### Bay Alarm Company Scope of Work

User Name: SCOTT LEE OF ANTIOCH Site Phone Number: (916) 247-4030  
Site Address: 650 ADDENDUM A

### Scope of Work

User hereby authorizes Bay Alarm Company hereinafter "Bay", or assigns to sell, install and/or provide monitoring and other services for a security and/or life safety System under the following conditions and agrees to pay the sales and installation charges and the service charges described below to Bay's address, from the date the System is operational.

\*\*\*\*\* ADDENDUM A \*\*\*\*\*

BAY ALARM TO PROVIDE:

SMART HOME = ONLINE ACCOUNT MANAGEMENT  
DMP LINK APP = REMOTE SYSTEM MANAGEMENT VIA SMART PHONE APP

AGREEMENT IS FOR 36 MONTHS AND WILL AUTOMATICALLY RENEW EVERY 36 MONTHS UNLESS CANCELLED BY CUSTOMER WITH 30 DAY WRITTEN NOTICE.

New System or Takeover: ☐ New Owner ☐ Addendum-Alteration Addition ☐ Cancel Former Agreement-Alteration Addition  
Services Provided: ☒ Full Service ☐ Time Plus Materials Service ☐ Monitor Only

<b>Sale and Installation Price and Payment Summary:</b> Total Installation Price: \$ <u>2,400.00</u> (Plus Applicable Taxes to be billed separately) Deposit Due at Signing: \$ <u>0.00</u> Due Upon Completion of Premise: \$ <u>0.00</u> Balance Due Upon Completion: \$ <u>2,400.00</u> Monthly Service Charge: \$ <u>4.00</u> due Quarterly in Advance	<b>Type Service:</b> <input checked="" type="checkbox"/> Intrusion Alarm <input type="checkbox"/> Fire Alarm <b>Open/Closing Options:</b> <input checked="" type="checkbox"/> E-Access <input checked="" type="checkbox"/> BayNet Plus <input type="checkbox"/> Supervised (Check one below) <input type="checkbox"/> Central Station Open/Closing <input type="checkbox"/> User Keypad Control <input type="checkbox"/> Video (addendum required) <b>BayLink:</b> <input type="checkbox"/> BayNet <input type="checkbox"/> CCTV <input type="checkbox"/> Access <input type="checkbox"/> Electronic Lock <input type="checkbox"/> Intercom <input type="checkbox"/> Total Connect Video <input type="checkbox"/> Total Connect 2.0 <input type="checkbox"/> Video Verification <input type="checkbox"/> Video Notification <input type="checkbox"/> Verified Response & (Verified Response is included in the base Monthly Service Fee) <input type="checkbox"/> Other DM2, L15M, APP	<b>Fire Test Frequency:</b> <input type="checkbox"/> NFPA 72 <input checked="" type="checkbox"/> Sprinkler Inspection Service, BayNet Inspect (in accordance with C.C.R. Title 19) <input type="checkbox"/> Other <b>Fire Test Devices:</b> <input type="checkbox"/> Panel Only <input type="checkbox"/> Panel & Fire Devices <b>Communication Type:</b> <input type="checkbox"/> Single Phone Line <input type="checkbox"/> Customer Provided <input type="checkbox"/> Digital Cellular Alarm Back-Up <input type="checkbox"/> Digital Cellular Alarm Only <input type="checkbox"/> Other <b>Industrial Monitoring:</b> <input type="checkbox"/> Refrigeration <input type="checkbox"/> Temperature Control <input type="checkbox"/> Other <b>Elevator:</b> <input type="checkbox"/> Elevator Monitoring <input type="checkbox"/> Elevator Tied
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FOR OFFICE USE ONLY

SIGNS, DECALS AND SYSTEM COMMUNICATOR REMAIN THE PROPERTY OF BAY

Attachment 1 to  
Exhibit A

## ADDITIONAL TURRET CAMERAS

### Bay Alarm Company Scope of Work

User Name: \_\_\_\_\_ Site Phone Number: \_\_\_\_\_  
 Site Address: \_\_\_\_\_

#### Scope of Work

User hereby authorizes Bay Alarm Company hereinafter "Bay" or assigns to sell, install and/or provide monitoring and other services for a security and/or safety system under the following conditions and agree to pay the sales and installation charges and the service charges described below to Bay's address, from the date the System is operational.

Bay Alarm Company, a California corporation, is authorized to sell, install and/or provide monitoring and other services for a security and/or safety system under the following conditions and agree to pay the sales and installation charges and the service charges described below to Bay's address, from the date the System is operational.

Bay Alarm Company, a California corporation, is authorized to sell, install and/or provide monitoring and other services for a security and/or safety system under the following conditions and agree to pay the sales and installation charges and the service charges described below to Bay's address, from the date the System is operational.

Bay Alarm Company, a California corporation, is authorized to sell, install and/or provide monitoring and other services for a security and/or safety system under the following conditions and agree to pay the sales and installation charges and the service charges described below to Bay's address, from the date the System is operational.

Bay Alarm Company, a California corporation, is authorized to sell, install and/or provide monitoring and other services for a security and/or safety system under the following conditions and agree to pay the sales and installation charges and the service charges described below to Bay's address, from the date the System is operational.

a New System or Takeover    b New Owner    c Addendum-Alteration Addition    d Cancels Former Agreement-Alteration Addition  
 Services Provided:    e Full Service    f Time Plus Materials Service    g Monitor Only

Rate and Installation Price and Payment Summary:		Type Service:		Fire Test Frequency:	
Total Installation Price	\$ _____	Intrusion Alarm	Fire Alarm	<input type="checkbox"/> NFPA 72	
(Plus Applicable Taxes to be billed separately)		Open/Closing Options:		<input type="checkbox"/> Sprinkler Inspection Service	
Deposit Due at Signing	\$ _____	- Enabling		Bay will inspect _____ in accordance	
Due upon Completion of Project	\$ _____	- Backup Plus		with C.O.P. Tests	
Balance Due Upon Completion	\$ _____	- Supervised (Choose one below)		<input type="checkbox"/> Other	
Monthly Service Charge	\$ _____	- Central Station Open/Closing		Fire Test Devices:	
(To be paid _____ days in advance)		- Local Keyed Control		<input type="checkbox"/> Alarm Only	
		- Video with/without alarm		<input type="checkbox"/> Alarm & Fire Devices	
		- BayLink		Communication Type:	
		- CCTV		<input type="checkbox"/> Single Phone Line	
		- Access		<input type="checkbox"/> Internet Protocol	
		- Electronic Lock		<input type="checkbox"/> Digital Cellular Alarm (Ba A-UP)	
		- Intercom		<input type="checkbox"/> Digital Cellular Alarm Only	
		- Total Connect Video		<input type="checkbox"/> Other	
		- Total Connect 24		Industrial Monitoring:	
		- Video Verification		<input type="checkbox"/> Refrigeration	
		- Verified Response &		<input type="checkbox"/> Temperature Control	
		- Verified Response & Alarm		<input type="checkbox"/> Other	
		- Other		Elevators:	
				<input type="checkbox"/> Elevator Monitoring	
				<input type="checkbox"/> Elevator Test	

FOR OFFICE USE ONLY

SIGNS, DECALS AND SYSTEM COMMUNICATOR REMAIN THE PROPERTY OF BAY

Additional details regarding the equipment and Scope of Services are included in Attachment 1 to this Exhibit "A" (Addendum A), which is attached to and incorporated into this Exhibit "A" and the Agreement by reference.

Attachment 1 to  
Exhibit A

**BAY How to Get Service:** Contact Bay at 1-800-470-1000. Bay will provide service as soon as reasonably possible.

BAY'S LICENSES: ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

**Services Provided:**

**Full Service:** Bay will provide all repairs necessitated by ordinary wear and tear to the System. All other repairs shall be at User's expense on a time plus material basis at Bay's then prevailing rates, which include a minimum 30 minute visit charge. **DEVICE BATTERIES EXCLUDED.**

**Time Plus Material:** At the end of Bay's limited warranty Bay will provide all repairs at User's expense on a time plus material basis. Parts and labor will be billed at Bay's then prevailing rates, which include a minimum 30 minute visit charge.

**Monitor Only:** Bay will not provide repair service, testing or inspections to the Systems. User is responsible to provide this service.

**If An Intrusion Alarm is Sold:**

Glass break detectors, motion detectors, photo electric beams are for area detection only, User to provide a clear path.

**Wireless Holdup Buttons:** User is aware transmitter push button may cease operating without notice and function is affected by battery charge or distance from control unit. User agrees that Bay is neither responsible nor liable and holds Bay harmless from any consequences associated with this device.

Wireless Devices: User is aware that it is User's responsibility to maintain and replace transmitter batteries when necessary. Bay will provide this service for a fee if User so desires. Local authorities may require that you obtain a permit or license to use a monitored alarm System. (See paragraph 6)

### If a Takeover / Connect to User Owned Devices:

Bay to connect to and monitor or control User's owned equipment. Any work to be done on User owned equipment that exceeds one (1) hour will be on a time plus material basis at Bay's then prevailing rate including any repairs or modifications required to make System operational.

**If a New Owner Labor Agreement:**

Bay tests and inspects up to one (1) hour only. Any additional work that has not been contracted will be done on a time plus materials basis at Bay's then prevailing rate.

**If a UL Certificate Is Issued:**

User understands and agrees that UL charges Bay an annual fee for their services. User will reimburse Bay for the fee. Bay will automatically renew agreement and certificate for same initial agreement term, unless notified thirty days in advance by User.

**Progress Billing:**

User understands and agrees that if there is a User caused interruption (i.e. User construction delay, remodeling, prewire, no power available, etc.) in Bay's ability to start and finish the installation and Bay must return at a later date to complete the installation, Bay will progress bill for a portion of work completed. A return trip charge may be incurred.

**Network & VoIP:**

User shall provide and maintain operational an Ethernet Network connected CAT-5 or higher cable with a RJ-45 plug termination at location specified by Bay. If required, User will provide I.P. address, gateway address and submask. If the Internet or Wireless Transmission is used as a primary or secondary transmission path, User will provide, at your expense, the necessary telecommunications connections facilities and required standby power. The Internet, radio and cellular networks are maintained and serviced by the applicable service provider and are totally beyond Bay's control. Signal transmission connectivity and speed may vary due to traffic volumes, adverse weather, System outages and other circumstances beyond our control. Internet Connectivity can only be supported through a PC with Internet Explorer. Mac's or other Browsers are not compatible at this time. **VoIP TELEPHONE SERVICE:** The use of VoIP telephone service may interfere with the ability of the System to transmit alarm signals to our monitoring facility. The User must notify Bay in advance if considering the use of a managed VoIP service in order to assure its ability to function. User understands that DSL, unmanaged VoIP, or other internet-based services not approved in advance by Bay may not be used.

**If Software is Provided:**

Computer shall be supplied according to Bay's and shall be free from defect. User understands and agrees that although protected by appropriate safeguards, installing remote access dial-in software carries some risk of access to and control of the security System by unauthorized persons. It is the User's responsibility to keep the password, installed software, and modem under their control at all times. If networking software is installed, it is the User's responsibility to provide and maintain a network that can support any installed software by Bay.

**If a CCTV System:**

User is aware that there are certain rights to privacy enjoyed by employees and the public. As a condition to this installation, it is the User's responsibility to ensure compliance with all applicable privacy laws. User agrees to provide sufficient lighting to meet required scene illuminations. User is solely responsible for providing and maintaining film and/or video tape for CCTV Systems.

**If Industrial Monitoring is Sold:**

User to supply dry set "C" type contacts and conduit required for Bay connection. Monthly charges include up to two (2) signal transmissions per transmitter per month. An excessive amount over and above this will result in an additional charge per signal above Bay's then prevailing rate.

**If Baylink is Sold:**

User will receive an email from Bay when their System sends a bypass/trouble/open or close signal from their alarm System. User understands that Bay will make reasonable efforts to communicate through email messages only.

**If a Fire System Alarm is Sold: N/A**

**If System Inspections are to be Performed:**

Bay will perform system inspections during normal business hours, Monday-Friday 9-5. Inspections performed after normal business hours are available at a premium rate. Depending on the type of inspection being performed, User understands it may cause a disruption in business. This includes the annual testing of Notification Appliances.

**If Sprinkler Inspections Service is Provided:**

Bay will conduct the inspections in accordance with Title 19, California Code of Regulations, Chapter 5, and Article 4. Bay is not providing or will not provide design analysis of the premises sprinkler system through the inspection. If a design analysis is desired the User should contact a Registered Fire Protection Engineer. Subscriber is responsible for having a design analysis performed if there is a change of use to the occupancy and/or products that are stored or produced within the occupancy.

**LIMITED WARRANTY:** (a) **WHAT IS COVERED:** For one year parts and ninety (90) days labor; after we complete the installation, we will repair or replace any defective part of the System without charge to you. We can use new or used parts of the same quality. (b) **HOW TO GET SERVICE:** Call 1-800-470-1000. (c) **WHAT IS NOT COVERED:** Repair of the System is our only duty. This warranty does not include batteries or labor associated with the replacement of batteries. This warranty does not include disposable items such as access control entry cards, telephone cords, camera film or video tape.



MONITORING SERVICE: To reduce false alarms, Bay uses enhanced call verification (also known as 2-call verification or ECV). When a burglar alarm signal from the alarm system is received, Bay will first try to telephone User's premises, and if there is no answer then will try to telephone the first available person on User's Emergency Notification List, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, Bay will attempt to notify the police department and will also attempt to contact someone on the Emergency Notification List to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, Bay will attempt to notify the police or fire department or other emergency personnel and the first available person on the Emergency Notification List. However, Bay, to the extent permitted by law, rule, code or regulation, reserves the right to verify all alarm signals by: (i) telephone, or (ii) using the two-way voice feature of the system, if one has been installed, or (iii) otherwise before notifying emergency personnel. When a carbon monoxide alarm is received, Bay will first attempt to contact the premises and the first available person on the Emergency Notification List. If there is no answer at the premises, Bay will attempt to notify the fire department. If someone in the premises responds to Bay's call, Bay will not notify the fire department, and Bay recommends that everyone vacate the premises and User call User's local gas company to investigate the cause of the CO signal. If no one answers the door for emergency authorities, they may attempt to forcibly enter the premises which may result in damage to your door or other entrance, and Bay is not responsible for any such damage. Bay recommends the installation of a Lock Box which gives the fire department access to User's premises key to enter the premises. When a non-emergency signal is received (e.g. temperature or flood sensors), Bay will attempt to contact the premises or the first available person on the Emergency Notification List but will not notify emergency authorities. Bay may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. Bay and User are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over your system. Bay may discontinue or change any particular response service due to governmental or insurance requirements by giving User written notice. User's consent to the recording of all telephonic communications between User and Bay. If User's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, User agrees to subscribe to such service if provided by Bay, or otherwise comply with such requirements. Bay may charge an additional fee for such service. User acknowledges and agrees that all monitoring firmware and software, computer codes and monitoring information remain Bay's sole and exclusive property. USER AGREES THAT BAY IS RESPONSIBLE ONLY FOR ENDEAVORING TO NOTIFY BY THE PHONE THE APPROPRIATE EMERGENCY AGENCY OR OTHER PERSONS NAMED IN THE EMERGENCY NOTIFICATION LIST. USER UNDERSTANDS THAT THE BAY WILL NOT SEND ANY BAY PERSONNEL TO USER'S PREMISES IN RESPONSE TO ANY EMERGENCY SIGNAL UNLESS USER HAS SUBSCRIBED TO BAY'S RESPONSE SERVICE. User understands and agrees that Bay's response agents do not have special arrest or law enforcement powers and may act only as ordinary citizens. User acknowledges that if Bay utilizes a digital communicator for the purpose of sending alarm signals from User's premises to Bay's Central Station, that the signals from User's System are sent over User's single telephone line to Bay's Central Station and other telephone calls cannot be made when the System is activated including 911 emergency operator calls; and in the event User's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from User's System will not be received in Bay's Central Station during any such interruption and the interruption will not be known to Bay. User further acknowledges and agrees that signals are sent over telephone company lines which are wholly beyond the control and jurisdiction of Bay and are maintained and serviced by the applicable telephone company. User agrees to pay all charges for all telephone services connecting User's protected premises and Bay. User acknowledges that if Wireless Transmission becomes inoperative for any reason, signals will not be received in Bay's Central

Attachment 1 to  
Exhibit A

Station. User acknowledges that Wireless Transmission may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures, or other conditions beyond the control of Bay.

**Scope of Work Clarifications:**

Monthly service charges cover monitoring charges. Service calls are charged at time of service. Current hourly service rates are \$115.00 for the first half hour and \$90.00 for any consecutive half hour. Current prevailing wage rates are \$125.54/hour.

For Time Plus Materials Service, the limited warranty covers one year parts and ninety (90) days labor. After installation, we will repair or replace any defective part of the System without charge to you during the warranty period. Following the warranty period, service will be performed at current hourly service rates. For your Systems, both Access and CCTV will be covered under Time Plus Materials Service. Reason being, we are using existing wiring which was not installed by Bay Alarm so we cannot ensure the quality of the install and cannot perform service on a Full Service Warranty. The Intrusion Security System will fall under Full Service Warranty for the entirety of the agreement (three (3) years) since Contractor is completing the entire installation without using any existing equipment. Full Service Warranty covers repair or replacement of equipment necessitated by ordinary wear and tear to the System. Battery replacement is excluded from this service and can be repaired at standard hourly service rates.

The Intrusion Alarm System will be monitored by Bay Alarm's Central Station for alarms which require Police action. Access and CCTV Systems will not be monitored.

Contractor will be installing wireless door contacts at each site, at the locations designated. Depending on use, batteries typically require replacement every 3-5 years and can be completed by the Bay Alarm Service Team.

**ATTACHMENT 2  
TO  
EXHIBIT "A"**

**ADDENDUM A  
EQUIPMENT TO BE INSTALLED BY CONTRACTOR**

[attached behind this page]



5130 Commercial Circle, Concord, CA 94520      www.bayalarm.com      800-610-1000

### Addendum A

USER NAME: GOV CITY OF ANTIOCH

Old Acct #: (if applicable)	New Lead #: or Acct #:	Site Address	AKA Name Suite/Apt or BLDG #	Premise Number	Description of Work	Monthly Service Fee Per Site	Installation Charge Per Site	Deposit Per Site
N/A	TBD	200 H STREET, ANTIOCH CA 94509	CITY HALL CCTV	000-000-0000	<b>BAY ALARM TO INSTALL:</b> ONE (1) - BAY VISION MICRO SERVER 64CH 48TB NVR - IS SERVER ROOM TWO (2) - PLANET 16 PORT MANAGED SWITCH - BEST LOCATION ONE (1) - MINUTEMAN UNINTERRUPTIBLE POWER SUPPLY - AT NVR TWENTY FOUR (24) - BAY VISION 4MP IP TURRET CAMERAS - BREEZEWAY 22, ELEVATOR 3RD FLOOR 6, NORTH BREEZEWAY FLAGPOLE 23, REAR NORTH CONFERENCE 27, REAR PARKING WEST 29, REAR PARKING EAST 30, REAR SOUTH CONFERENCE 26, SOUTH BREEZEWAY CAMERA 24, WEST NORTH PARKING 25, WEST 3RD FLOOR 7, 2ND FLOOR PARTITION 8, 2ND FLOOR COUNTER 11, 2ND FLOOR MID-WEST VIEW 9, 2ND FLOOR ELEVATOR 10, BASEMENT EAST HALLWAY 16, CASHIER FRONT 15, CASHIER REAR 220, CASHIER REAR VIEW 19, CASHIER WEST VIEW 18, CITY HALL CASH BOX, INTERIOR LOBBY DOORS 21, WEST BASEMENT 17, WEST DOORS 14 SEVENTEEN (17) - BAY VISION TURRET CAMERA JUNCTION BOX - ELEVATOR 3RD FLOOR 6, REAR NORTH CONFERENCE 27, REAR SOUTH CONFERENCE 26, WEST 3RD FLOOR 7, 2ND FLOOR PARTITION 8, 2ND FLOOR COUNTER 11, 2ND FLOOR MID-WEST VIEW 9, 2ND FLOOR ELEVATOR 10, BASEMENT EAST HALLWAY 16, CASHIER FRONT 15, CASHIER REAR 220, CASHIER REAR VIEW 19, CASHIER WEST VIEW 18, CITY HALL CASH BOX, INTERIOR LOBBY DOORS 21, WEST BASEMENT 17, WEST DOORS 14 SEVEN (7) - BAY VISION TURRET CAMERA WALL MOUNT - BREEZEWAY 22, NORTH BREEZEWAY FLAGPOLE 23, SOUTH BREEZEWAY CAMERA 24, REAR PARKING WEST 25, REAR PARKING EAST 30, WEST NORTH PARKING 25, WEST NORTH PARKING 13 ONE (1) - BAY VISION 3MP IP PTZ CAMERA - ROOF PTZ 23 ONE (1) - BAY VISION PTZ WALL MOUNT - ROOF PTZ 28	\$ 150.00	\$ 21,950.00	\$0.00
N/A	TBD	1 MARINA PLAZA, ANTIOCH, CA 94509	MARINA CCTV	000-000-0000	<b>BAY ALARM TO INSTALL:</b> ONE (1) - BAY VISION MICRO SERVER 64CH 32TB NVR - UPSTAIRS OFFICE ONE (1) - PLANET 16 PORT MANAGED SWITCH - BEST LOCATION ONE (1) - MINUTEMAN UNINTERRUPTIBLE POWER SUPPLY - BEST LOCATION TWELVE (12) - BAY VISION 4MP IP TURRET CAMERAS - MARINA BATHROOM, MARINA BOAT LAUNCH, MARINA DOCK A, MARINA DOCK B MARINA FUEL DOCK #1, MARINA FUEL DOCK #2, MARINA LPR, MARINA LAUNCH BOX, MARINA NEW BATHROOM NORTH, MARINA NORTH BATHROOM SOUTH, MARINA NORTH GATE, MARINA SOUTH GATE TWELVE (12) - BAY VISION TURRET CAMERA JUNCTION BOX - AT TURRET CAMERAS TWO (2) - BAY VISION 3MP PTZ CAMERAS - PARKING LOT, RESTAURANT TWO (2) - BAY VISION PTZ CAMERA WALL MOUNTS - AT PTZ CAMERAS	\$ 75.00	\$ 16,750.00	\$0.00
N/A	TBD	DELTA STREET, ANTIOCH, CA 94509	RV PARK CCTV	000-000-0000	<b>BAY ALARM TO INSTALL:</b> ONE (1) - BAY VISION 8 CH 16TB NVR - OFFICE ONE (1) - MINUTEMAN UNINTERRUPTIBLE POWER SUPPLY - AT NVR SIX (6) - BAY VISION 4MP IP TURRET CAMERAS - CENTER LOOKING NORTH, ENTRY/EXIT SIDE VIEW, FRONT CENTER, FRONT GATE, FRONT SOUTH CORNER, SOUTH SIDE CORNER SIX (6) - BAY VISION TURRET CAMERA WALL MOUNTS - AT TURRET CAMERAS	\$ 25.00	\$ 6,850.00	\$0.00



Site Address	Suite/Apt or BLDG #	Number	Description of Work	Fee Per Site	Charge Per Site	Per Site
4703 LONE TREE WAY, ANTOCH, CA 94531	COMMUNITY CENTER MAIN ACCESS	000-000-0000	<b>BAY ALARM TO INSTALL:</b> ONE (1) - PDK CLOUDNODE - SERVER ROOM 151 ONE (1) - ALTRONIX POWER SUPPLY - AT CLOUDNODE TWO (2) - PDK MULLION READERS - ADMINISTRATION, COMMUNITY CENTER DOOR	\$ 20.00	\$ 2,575.30	\$0.00
4703 LONE TREE WAY, ANTOCH, CA 94531	COMMUNITY CENTER CONGRESS ACCESS	000-000-0000	<b>BAY ALARM TO INSTALL:</b> ONE (1) - PDK CLOUDNODE - SERVER ROOM 151 ONE (1) - ALTRONIX POWER SUPPLY - AT CLOUDNODE TWO (2) - PDK MULLION READERS - CONGRESSMAN, CONGRESSMAN FROM SUBSTATION	\$ 20.00	\$ 2,375.30	\$0.00
200 H STREET, ANTOCH, CA 94509	CITY HALL MAIN & IS ACCESS	000-000-0000	<b>BAY ALARM TO INSTALL:</b> ONE (1) - PDK CLOUDNODE - IS SERVER ROOM SIX (6) - ALTRONIX POWER SUPPLY - BEST LOCATION TWENTY ONE (21) - PDK MULLION READERS - 1ST FLOOR EAST STAIRS, 1ST FLOOR FINANCE OFFICE, 1ST FLOOR INTERIOR LOBBY, 1ST FLOOR NORTH BREEZEWAY, 1ST FLOOR SERVER ROOM, 1ST FLOOR SOUTH BREEZEWAY, 1ST FLOOR 10 BASEMENT STAIRS, 1ST FLOOR WEST BASEMENT STAIRS, 1ST FLOOR WEST STAIRS, 2ND FLOOR WEST PARTITION, 3RD FLOOR HALLWAY PARTITION, 3RD FLOOR WEST STAIRS, BASEMENT HALLWAY, BASEMENT MEN'S BATHROOM, BASEMENT WOMEN'S BATHROOM, COMMUNITY DEVELOPMENT EMPLOYEE ENTRANCE, NORTH COUNCIL CHAMBERS, SOUTH COUNCIL CHAMBERS, WEST EXTERIOR DOOR, WEST INTERIOR DOOR, IT DOOR, ?	\$ 210.00	\$ 15,100.30	\$0.00
200 H STREET, ANTOCH, CA 94509	CITY HALL HR ACCESS	000-000-0000	<b>BAY ALARM TO INSTALL:</b> ONE (1) - PDK CLOUDNODE - IS SERVER ROOM ONE (1) - ALTRONIX POWER SUPPLY - AT CLOUDNODE TWO (2) - PDK MULLION READERS - BREAK ROOM TEMP HR, HR MAIN DOOR	\$ 20.00	\$ 2,400.30	\$0.00
1 MARINA PLAZA, ANTOCH, CA 94509	MARINA ACCESS	000-000-0000	<b>BAY ALARM TO INSTALL:</b> ONE (1) - PDK CLOUDNODE - UPSTAIRS OFFICE TWO (2) - ALTRONIX POWER SUPPLY - BEST LOCATION FIVE (5) - PDK MULLION READERS - LAUNDRY ROOM, MEN'S BATHROOM, NORTH GATE, SOUTH GATE, WOMEN'S BATHROOM ENTRY	\$ 50.00	\$ 5,475.30	\$0.00

Old Area & New Land # (If applicable) N/A	Site Address	Area Name Sub Area or Bldg #	Permit Number	Description of Work	Monthly Service Fee Per Site \$	Installation Charge Per Site \$	Deposit
TBD	1201 W 4TH STREET, ANTIOCH, CA 94509	PUBLIC WORKS MAINTENANCE YARD ACCESS	000-000-0000	<b>BAY ALARM TO INSTALL:</b> ONE (1) - PDK CLOUDNODE - FACP ROOM TWO (2) - ALTRONIX POWER SUPPLY - BEST LOCATION FIVE (5) - PDK MILLION READERS - (1) BACK DOOR, (2) MAINTENANCE YARD GATE ENTRY, (2) MAINTENANCE YARD GATE EXIT	\$ 50.00	\$ 5,550.00	\$0.00
N/A	1201 W 4TH STREET, ANTIOCH, CA 94509	PUBLIC WORKS STORES BUILDING ACCESS	000-000-0000	<b>BAY ALARM TO INSTALL:</b> ONE (1) - PDK CLOUDNODE - STORES BUILDING ONE (1) - ALTRONIX POWER SUPPLY - AT CLOUDNODE TWO (2) - PDK MILLION READERS - FRONT DOOR, OFFICE DOOR	\$ 20.00	\$ 2,400.00	\$0.00
N/A	DELTA STREET ANTIOCH, CA 94509	RV PARK ACCESS	000-000-0000	<b>BAY ALARM TO INSTALL:</b> ONE (1) - PDK CLOUDNODE - OFFICE ONE (1) - ALTRONIX POWER SUPPLY - AT CLOUDNODE FOUR (4) - PDK MILLION READERS - (2) RV STORAGE GATE ENTRY, (2) RV STORAGE GATE EXIT	\$ 40.00	\$ 4,350.00	\$0.00
N/A	401 PUTNAM STREET, ANTIOCH, CA 94509	WATER TREATMENT PLANT ACCESS	000-000-0000	<b>BAY ALARM TO INSTALL:</b> ONE (1) - PDK CLOUDNODE - CONTROL ROOM ONE (1) - ALTRONIX POWER SUPPLY - AT CLOUDNODE TWO (2) - PDK MILLION READERS - GATE	\$ 20.00	\$ 2,250.00	\$0.00
**READ ALL PAGES BEFORE YOU SIGN**					Authorized Signature:		
					\$ 130.00 \$ 14,550.00 \$		





NA	TBD	DELTA STREET, ANTIOCH, CA 94503	RV PARK INTRUSION	000-000-0000	<b>SAY ALREADY TO INSTALL</b> ONE (1) - DMP X750 CONTROL PANEL + SERVICE ONE (1) - SIREN - NEAR PANEL ONE (1) - LTE CELLULAR COMMUNICATOR + AT PANEL ONE (1) - <b>KEYPAD - LIVING ROOM</b> ONE (1) - DMP WIRELESS RECEIVER + AT PANEL TWO (2) - DMP WIRELESS MOTION DETECTORS - FRONT ENTRY, LIVING ROOM	\$ 50.00	\$ 1,850.00	\$0.00

**ATTACHMENT 3  
TO  
EXHIBIT "A"**

**CITY HARDWARE SPECIFICATIONS AND ENTIRE LIST OF CURRENT HARDWARE INVENTORY**

[attached behind this page]

Attachment 3 to  
Exhibit A

Request for Qualifications  
Access Control, Surveillance and Monitoring Security System  
Page 6

1st Floor North Breezeway	STB-49-YY134 - City Hall 1st Floor	ACS6000
1st Floor Server Room	STB-49-YY134 - City Hall 1st Floor	ACS6000
1st Floor South Breezeway	STB-49-YY134 - City Hall 1st Floor	ACS6000
1st Floor to Basement Stairs	STB-3V-YYOCT - City Hall Basement	ACS6000
1st Floor West Basement Stairs	STB-49-YY134 - City Hall 1st Floor	ACS6000
1st Floor West Stairs	STB-3V-YYOCT - City Hall Basement	ACS6000
2nd Floor Hallway Partition	STB-49-YY134 - City Hall 1st Floor	ACS6000
3rd Floor Hallway Partition	STB-3E-YYH7V - City Hall 3rd Floor	ACS6000
3rd Floor West Stairs	STB-3E-YYH7V - City Hall 3rd Floor	ACS6000
Basement Hallway	STB-3V-YYOCT - City Hall Basement	ACS6000
Basement Men's Bathroom	STB-3V-YYOCT - City Hall Basement	ACS6000
Basement Women's Bathroom	STB-3V-YYOCT - City Hall Basement	ACS6000
Community Development Employee Entrance	STB-3V-YYOCT - City Hall Basement	ACS6000
North Council Chambers	STB-49-YY134 - City Hall 1st Floor	ACS6000
South Council Chambers	STB-49-YY134 - City Hall 1st Floor	ACS6000
West exterior door	STB-49-YY134 - City Hall 1st Floor	ACS6000
West interior door	STB-49-YY134 - City Hall 1st Floor	ACS6000

Site: Antioch Marina

Parameters:

Door	Control Panel	
Door Name	Control Panel ID	Control Panel Type
Laundry Room	STB-3V-YYCSP - City Of Antioch Marina	ACS6000
Men's Bathroom	STB-3V-YYCSP - City Of Antioch Marina	ACS6000
North Gate	STB-3V-YYCSP - City Of Antioch Marina	ACS6000

Request for Qualifications  
Access Control, Surveillance and Monitoring Security System  
Page 7

South Gate	STB-3V-YYCSP - City Of Antioch Marina	ACS6000
Women's Bathroom Entry	STB-3V-YYCSP - City Of Antioch Marina	ACS6000

**Site:** Human Resources Door @ City Hall

**Parameters:**

Door	Control Panel	
Door Name	Control Panel ID	Control Panel Type
Break Room Temp HR	STB-3V-YYOCT - City Hall Basement	ACS6000
HR Main Door	STB-49-YY134 - City Hall 1st Floor	ACS6000

**Site:** Information Systems @ City Hall

**Parameters:**

Door	Control Panel	
Door Name	Control Panel ID	Control Panel Type
IT Door 1	STB-3V-YYOCT - City Hall Basement	ACS6000

**Site:** Public Works Maintenance Yard

**Parameters:**

Door	Control Panel	
Door Name	Control Panel ID	Control Panel Type
Back Door	THB-XO-YYCBO - Public Works 2	ACS300
Maintenance Yard Gate Entry	THB-54-YYCCB - Public Works Maintenance Yard	ACS300
Maintenance Yard Gate Exit	THB-54-YYCCB - Public Works Maintenance Yard	ACS300

**Site:** Public Works Stores Building

**Parameters:**

Door	Control Panel	
Door Name	Control Panel ID	Control Panel Type
Front Door	STB-3H-YYOTE - Stored Building	ACS6000

Request for Qualifications  
Access Control, Surveillance and Monitoring Security System  
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Office Door	STB-3H-YYOTE - Stores Building	ACS8000
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Site: City of Antioch RV Park

Parameters:

Door	Control Panel	
Door Name	Control Panel ID	Control Panel Type
RV Storage Gate Entry	THB-4Y-YY33F - City Of Antioch RV Storage	ACS300
RV Storage Gate Exit	THB-4Y-YY33F - City Of Antioch RV Storage	ACS300

Site: Water Treatment Plant

Parameters:

Door	Control Panel	
Door Name	Control Panel ID	Control Panel Type
Gate	THB-XH-YYBVC - Water Treatment Plant	ACS300

City Hall	Breezeway 22	CMIP1042-28M
	Elevator 3rd floor 6	CMIP1042-28M
	North Breezeway/Flagpole 23	CMIP1042-28M
	Rear North Conference 27	CMIP1042-28M
	Rear Parking West 29	CMIP7263NW-SZ
	Rear Parking east 30	CMIP1042-28
	Rear South Conference 26	CMIP1042-28M
	South Breezeway camera 24	CMIP1042-28M
	West North Parking 25	CMIP1042-28M
	west 3rd floor 7	CMIP1042-28M
City Hall	2nd Floor Partition 8	Model CMIP1042-28M
	2nd floor counter 11	CMIP1042-28M

Request for Qualifications  
Access Control, Surveillance and Monitoring Security System  
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Marina		2nd floor mid-west view 9	CMIP1042-28M
		2nd floor elevator 10	CMIP1042-28M
		Basement East Hallway 16	CMIP1042-28M
		Cashier Front 15	CMIP1042-28M
		Cashier Rear 2 20	CMIP1042-28M
		Cashier Rear View 19	CMIP1042-28M
		Cashier West View 18	CMIP1042-28M
		City Hall Cash Box	CMIP7283NW-SZ
		Interior Lobby doors 21	CMIP1042-28M
		Roof PTZ 28	PTZIPS14K25WIR
		West Basement 17	CMIP1042-28M
		West Doors 14	CMIP1042-28M
		West North Parking 13	CMIP1042-28M
		Marina Bathroom Cam	ECI-T24F2
		Marina Boat Launch	ECI-T24F2
		Marina Dock A	CMIP1042-28M
		Marina Dock B	CMIP1042-28M
		Marina Fuel Dock #1	CMIP1042-28M
		Marina Fuel Dock #2	CMIP1042-28M
		Marina LPR	CMIP7923LPR-22
		Marina Launch Box	ECI-T24F2
		Marina New Bathroom North	CMIP1042-28M
		Marina New Bathroom South	CMIP1042-28M
		Marina North Gate	ECI-T24F2
		Marina PTZ Parking Lot	PTZIP772X32WIR
RV		Marina PTZ Restaurant	PTZIP772X32WIR
		Marina South Gate	CMIP1042-28M
		Center looking north	CMIP1042-28
		Entry/Exit Side View	CMIP1042-28
		Front Center	Model CMIP1042-28
		Front Gate	CMIP1042-28
		Front South Corner	CMIP1042-28
		South Side Fence	CMIP1042-28

**EXHIBIT "B"**

**SCHEDULE OF SERVICES**

**[ATTACHED BEHIND THIS PAGE]**



## SCHEDULE OF SERVICES



CORPORATE ACCOUNTS GROUP  
5130 Commercial Circle - Concord, CA 94520  
P.O. Box 8140 - Walnut Creek, CA 94598-8140  
Direct: (925) 293-6130 Fax: (925) 608-4560

A Family Business Since 1946  
Cal Lic. ACO 28  
Contractors Lic. #800139  
[www.bayalarm.com](http://www.bayalarm.com)  
Sales: 1-800-610-1000  
Service: 1-800-470-1000

### SCHEDULE FOR PROJECT COMPLETION (from date of fully executed agreement):

#### Access System:

Contract Administration and Approval: 5 Days  
Installation Scheduling: 30 Days  
Installation of System: 25 Days

#### CCTV System:

Contract Administration and Approval: 5 Days  
Installation Scheduling: 30 Days  
Installation of System: 23.5 Days

#### Intrusion System:

Contract Administration and Approval: 5 Days  
Installation Scheduling: 30 Days  
Installation of System: 10.5 Days

#### PRICING:

Pricing available in a separate sealed envelope.

Bay Counties - Los Angeles - North Bay - Oakland - Ocala - Orange County - Phoenix - Pinetop - Redding - Sacramento - San Diego - San Francisco - Santa Clara - Seattle - South Bay  
Stockton - Ventura

What Do we Stand For? Life 24/7

Exhibit B

# EXHIBIT "C" COMPENSATION

The following pricing covers the Installation fee. Monthly service charges are not included, and are as detailed in the Agreement, and in the Scope of Work attachments.



## Gov City of Antioch Pricing Overview - PD Excluded

Account #	Venue	Monthly Cost	Installation Cost (Prevailing Wage)
New	Access	\$ 450.00	\$ 42,475.00
New	CCTV - 120 Days Storage	\$ 250.00	\$ 45,650.00
New	Intrusion	\$ 495.00	\$ 34,075.00
TOTAL:		\$ 1,195.00	\$ 122,100.00

\*All systems owned by customer.

Agreement term 36 months, with customer option to renew for 24 additional months at no additional monthly cost.

\*Tax to be billed separately.

## EXHIBIT "D"

### INSURANCE REQUIREMENTS

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

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

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

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

#### Commercial General Liability (CGL):

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

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

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

**Automobile Liability:**

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

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

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

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

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

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

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

**Workers' Compensation Insurance:**

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

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

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

\_\_\_ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

**Contractor's Pollution Legal Liability:**

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

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

**Cyber Liability Insurance**

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

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

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

**Surety Bonds:**

Contractor shall provide the following Surety Bonds:

\_\_\_ Bid Bond  
\_\_X\_\_ Performance Bond  
\_\_X\_\_ Payment Bond

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

**Other Insurance Provisions:**

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

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

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its officers, officials, employees, and agents

as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

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

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

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

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

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

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

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

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

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

**THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS**

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

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

**Acceptability of Insurers:**

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

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution

Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

**Subcontractors:**

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

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

**Verification of Coverage:**

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

**Special Risks or Circumstances**

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

**Failure to Comply:**

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

**Applicability of Coverage:**

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



## **ATTACHMENT "D"**

### **FIRST AMENDMENT TO CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT WITH BAY ALARM COMPANY FOR INTEGRATION OF AN ACCESS CONTROL, SURVEILLANCE AND MONITORING SECURITY SYSTEM (P.W. 710)**

**THIS FIRST AMENDMENT TO THE AGREEMENT FOR INTEGRATION OF AN ACCESS CONTROL, SURVEILLANCE AND MONITORING SECURITY SYSTEM (P.W. 710)** is entered into as of this 11<sup>th</sup> day of January, 2022, by and between the CITY OF ANTIOCH, a municipal corporation with its principal place of business at 200 H Street, Antioch California 94509 ("City") and Bay Alarm Company (Bay Alarm), a California corporation with its principal place of business at 5130 Commercial Circle, Concord, CA 94520 & P.O. Box 8140, Walnut Creek, CA 94596 ("Contractor").

#### **RECITALS**

**WHEREAS**, on September 2, 2021, the City and Contractor entered into a Maintenance Services Agreement for the Integration of an Access Control, Surveillance and Monitoring Security System ("Agreement") in the amount not to exceed \$193,800 for the original term of the agreement, ending on June 30, 2024, plus the additional two year option term; and

**WHEREAS**, the Agreement provides for integration of an access control, surveillance and monitoring security system for the following City facilities: City Hall, RV Lot, Community Center (Parks & Recreation), Public Works Maintenance Service Center and the Marina, as detailed in Exhibit "A" of the Agreement and the attachments thereto; and

**WHEREAS**, the City would like to expand the integration of the access control, surveillance and monitoring security system to include the Antioch Police Department facilities, including the main police stations and substation, for an additional amount not to exceed \$667,500 for the initial term of the Agreement, including equipment purchase, installation and maintenance; and \$37,200 for maintenance services during the additional two year option term, for a total not to exceed amount of \$704,700.

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

1. Section 3.1.1 of the Agreement, "General Scope of Services" shall be amended, in its entirety, to read as follows:

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional work and services required for **integration of an access control, surveillance and monitoring security system and any related**

services and warranty work for City Hall, RV Lot, Community Center (Parks & Recreation), Public Works Maintenance Service Center and the Marina; and in addition for the Police Department facilities, including the main police stations and substation, all as necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, and the attachments thereto. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. Section 3.3.1 of the Agreement, "Compensation" shall be amended, in its entirety, to read as follows:

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" and "C" attached hereto and incorporated herein by reference. Rates for the installation and purchase of Equipment, as defined in Section 3.3.6 below, and maintenance services for the Police Department facilities, including the main police stations and substation ("Police Department Facilities") are set forth in Exhibit "A".

The total compensation shall not exceed \$898,500, without written approval of City's Deputy Public Works Director. The not to exceed compensation amount is further detailed as follows, and in the attachments to this Agreement:

- a. Installation and purchase of the Equipment, excluding for the Police Department Facilities: One Hundred Twenty Two Thousand, One Hundred Dollars (\$122,100).
- b. Monthly service charges, excluding Police Department Facilities: One Thousand, One Hundred Ninety Five Dollars (\$1,195) per month, for sixty (60) months, for a total not to exceed amount of Seventy One Thousand, Seven Hundred Dollars (\$71,700).
- c. Installation and purchase of the Equipment for the Police Department Facilities: Six Hundred, Twenty One Thousand Dollars (\$621,000).
- d. Monthly service charges for the Police Department Facilities: One Thousand, Five Hundred Fifty Dollars (\$1,550) per month, for fifty four (54) months, for a total not to exceed amount of Eighty Three Thousand, Seven Hundred Dollars (\$83,700).

Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3. Exhibit "A" of the Agreement, "Scope of Services", shall be amended to include the additional equipment, work and services required to expand integration of the access control,

surveillance and monitoring security system to the Police Department Facilities, including maintenance thereof, as set forth in Exhibit 1 attached to this First Amendment and incorporated herein by reference.

4. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
5. The recitals set forth above are true and correct and are incorporated into this First Amendment as if fully set forth herein.
6. This First Amendment shall be governed by the laws of the State of California. Venue shall be in Contra Costa County.
7. This First Amendment may be signed in counterparts, each of which shall constitute an original.

[Signatures on following page]

**SIGNATURE PAGE  
TO  
FIRST AMENDMENT TO  
CITY OF ANTIOCH  
MAINTENANCE SERVICES AGREEMENT  
WITH BAY ALARM COMPANY FOR  
INTEGRATION OF AN ACCESS CONTROL, SURVEILLANCE  
AND MONITORING SECURITY SYSTEM (P.W. 710)**

CITY OF ANTIOCH

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


Cornelius Johnson  
Interim City Manager

BAY ALARM COMPANY.

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

Jack Unroe, CEO

ATTEST:

 Christine Soren  
Elizabeth Householder,  
City Clerk of the City of Antioch

APPROVED AS TO FORM:

 Thomas Lloyd Smith

## EXHIBIT 1 TO FIRST AMENDMENT

### Additions to Exhibit "A" Scope of Services of the Agreement

The Scope of Work shall include the Police Department facilities, for the main police stations and substation, including installation and maintenance of Equipment, as follows:

# Gov City of Antioch Pricing Overview - Antioch Police Department

Account #	Venue	Scope of Work	Full Service Time & Materials (T&M) Service	Monthly Cost	Installation Cost (Prevailing Wage)
New	Main Station - CCTV	Add 7 Servers totaling 13TB storage with 710 days continuous recording and 180 days recording backup. System will include 53 indoor and outdoor 4MP turret cameras and 2 3MP PTZ cameras as designated by PD. The system will also include 9 discreet 2.3MP vandal dome cameras and 21 speakers located throughout the interview rooms and jail. Spot monitoring available for all cameras.	T&M	\$ 380	\$ 313,800
New	Main Station - Intercom - Dispatch	Add software based Master Station located in Dispatch controlling 65 intercom doors.	Full Service	\$ 650	\$ 160,700
New	Main Station - Intercom - Front Door	Add 1 Door Station (Front Door) and 2 User Stations (Print Lobby and Dispatch)	Full Service	\$ 40	\$ 6,375
New	Main Station - Access Control - Bluetooth Readers	Add 50 Bluetooth Access Card Readers including 2 Outdoor Gate Readers (400 Access Cards also included).	T&M	\$ 280	\$ 112,225
New	Main Station - Intrusion	Add 1 Alarm Control Panel, Cellular Communication, 1 Keypad, 6 Hardwired Entry/Exit Door Contacts, 2 Hardwired Glassbreak Detectors and 2 Hardwired Overhead Injur Contacts. NMP App for remote arm/disarm also included.	Full Service	\$ 78	\$ 5,700
New	PD Substation - Access Control - Bluetooth Readers	Add 14 Bluetooth Access Card Readers including 3 Outdoor Gate Readers (100 Access Cards also included).	T&M	\$ 100	\$ 19,550
New	PD Substation - Intrusion	Add 1 Alarm Control Panel, Cellular Communication, 1 Keypad, 8 Wireless Door Contacts and 6 Wireless Motion Detectors. NMP App for remote arm/disarm also included.	Full Service	\$ 78	\$ 3,850
TOTAL:				\$ 1,550	\$ 621,000

\*All systems owned by customer.  
\*Agreement term 36 months, with customer option to renew for 24 additional months at no additional monthly cost.  
\*Tax to be billed separately.  
\*All pricing includes prevailing wage labor.

Install & 6 Mth Mnt (Year 1):	\$ 9,350	\$ 670,100
Annual Mnt:	\$ 10,500	

**ATTACHMENT "E"**

**RESOLUTION NO. 2022/05**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE FIRST AMENDMENT TO THE BAY ALARM COMPANY  
AGREEMENT, TO EXPAND THE AGREEMENT FOR ACCESS CONTROL AND  
VIDEO MONITORING TO INCLUDE POLICE DEPARTMENT FACILITIES, AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT**

**WHEREAS**, the City needed a reliable, on-call Security Service provider following the dissolution of Bright Security Integrations;

**WHEREAS**, on February 18, 2021, a Request for Proposal for Access Control and Video Monitoring Security System was published on the City's website, sent directly to vendors, and closed on March 22, 2021;

**WHEREAS**, the City received four (4) qualified proposals, including Bay Alarm Company's proposal ("Bay Alarm"), which was selected as the proposal offering the best value to the City;

**WHEREAS**, on June 22, 2021, the City Council passed and adopted Resolution No. 2021/107 authorizing the City and Bay Alarm to enter into a Maintenance Services Agreement ("Agreement") for access control and video monitoring at a cost of \$122,100 for the initial set up and \$1,195 per month, for a not to exceed amount of \$193,500 for the entire five (5) years of the Agreement (which includes the option to extend an additional two years); and

**WHEREAS**, the City would like to amend this Agreement to expand the security system to include Antioch Police Department facilities.

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

1. Approves the first amendment to the Maintenance Services Agreement between the City and Bay Alarm Company to expand the agreement, for access control and video monitoring, increasing the not to exceed amount by \$704,700, for an amended not to exceed amount of \$898,500 for the entire five (5) years of the agreement; and
2. Authorizes the City Manager to execute the first amendment to the agreement in a form approved by the City Attorney.

\* \* \* \* \*

**RESOLUTION NO. 2022/05**

January 11, 2022

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 11<sup>th</sup> day of January 2022, by the following vote:

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

**NOES:** None

**ABSTAIN:** None

**ABSENT:** None

  
ELIZABETH HOUSEHOLDER  
CITY CLERK OF THE CITY OF ANTIOCH

**ATTACHMENT "B"**

**RESOLUTION NO. 2021/107**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
TO ENTER INTO A CONTRACT WITH BAY ALARM COMPANY, TO PROVIDE A  
NEW ACCESS CONTROL, VIDEO MONITORING, AND SECURITY SERVICES  
CONTRACT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE  
AGREEMENT**

**WHEREAS**, a Request for Proposal (RFP) for Access Control and Video Monitoring Security System was published on our website, and a Notice was sent to vendors directly on February 18, 2021 through March 22, 2021;

**WHEREAS**, on March 22, 2021, four proposals were received and scored by Public Works Management staff based on their qualifications in providing access control, video monitoring, and intrusion detection security services;

**WHEREAS**, Bay Alarm Company ranked the highest based on scoring criteria and offers the City the best value at a cost of \$122,100.00 for the initial set up and \$1,195.00 per month for maintenance, for a total of \$71,700 over 5 years; and

**WHEREAS**, the City is requesting the City Council consider and authorize the City Manager to execute the Agreement with Bay Alarm Company, for a total amount not to exceed \$193,800.00 for the entire five (5) year contract.

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

1. Awards the Maintenance Services Agreement for Access Control and Video Monitoring, to Bay Alarm Company;
2. Approves a resolution authorizing the City Manager to enter into a new "Agreement" with Bay Alarm Company for an initial three-year term, with an option to renew for an additional two years, for a total five year contract price not to exceed \$193,800.
3. Approves the City Manager to execute an Agreement in a form approved by the City Attorney.

\* \* \* \* \*



**RESOLUTION NO. 2021/107**

June 22, 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 22<sup>nd</sup> day of June 2021, by the following vote:

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

**NOES:** None

**ABSTAIN:** None

**ABSENT:** None

  
ELIZABETH HOUSEHOLDER  
CITY CLERK OF THE CITY OF ANTIOCH

## **ATTACHMENT "F"**

### **SECOND AMENDMENT TO CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT WITH BAY ALARM COMPANY FOR INTEGRATION OF AN ACCESS CONTROL, SURVEILLANCE AND MONITORING SECURITY SYSTEM (P.W. 710)**

**THIS SECOND AMENDMENT TO THE AGREEMENT FOR INTEGRATION OF AN ACCESS CONTROL, SURVEILLANCE AND MONITORING SECURITY SYSTEM (P.W. 710)** is entered into as of this 13<sup>th</sup> day of December, 2022, by and between the CITY OF ANTIOCH, a municipal corporation with its principal place of business at 200 H Street, Antioch California 94509 ("**City**") and Bay Alarm Company (Bay Alarm), a California corporation with its principal place of business at 5130 Commercial Circle, Concord, CA 94520 & P.O. Box 8140, Walnut Creek, CA 94596 ("**Contractor**").

#### **R E C I T A L S**

**WHEREAS**, on September 2, 2021, the City and Contractor entered into a Maintenance Services Agreement for the Integration of an Access Control, Surveillance and Monitoring Security System ("**Agreement**") in the amount not to exceed \$193,800 for the original term of the agreement, ending on June 30, 2024, plus the additional two-year option term; and

**WHEREAS**, on January 11, 2022, the City and Contractor entered into the First Amendment to expand the integration of the access control, surveillance and monitoring security system to include the Antioch Police Department facilities, including the main police stations and substation, for an additional amount not to exceed \$667,500 for the initial term of the Agreement, including equipment purchase, installation and maintenance; and \$37,200 for maintenance services during the additional two year option term, for a total not to exceed amount of \$704,700

**WHEREAS**, the Agreement provides for integration of an access control, surveillance and monitoring security system for the following City facilities: Antioch Police Department, City Hall, RV Lot, Community Center (Parks & Recreation), Public Works Maintenance Service Center and the Marina, as detailed in Exhibit "A" of the Agreement and the attachments thereto; and

**WHEREAS**, the City would like to expand the integration of the access control, surveillance and monitoring security system to include the Water Treatment Plant, Water Park, Various Pump Stations and additional installation at City Hall, Fulton Shipyard, RV Lot, Community Park, Carnegie Library and PD, for an additional amount not to exceed \$412,922.00 for the remaining term of the Agreement, including equipment purchase, installation and maintenance; and \$136,392.00 for maintenance services during the additional two year option term, for a total not to exceed amount of \$549,384.00.

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

1. Section 3.1.1 of the Agreement, "General Scope of Services" shall be amended, in its

entirety, to read as follows:

3.1.1 **General Scope of Services.** Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional work and services required for **integration of an access control, surveillance and monitoring security system and any related services and warranty work** for City Hall, RV Lot, Community Center (Parks & Recreation), Public Works Maintenance Service Center, Fulton Shipyard, Carnegie Library, Water Treatment Plant including Various Pump Stations, and the Marina; and in addition for the Police Department facilities, including the main police stations and substation, all as necessary for the Project ("Services"). The Services are more particularly described in Exhibit "1" and "2" attached hereto and incorporated herein by reference, and the attachments thereto. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. Section 3.3.1 of the Agreement, "Compensation" shall be amended, in its entirety, to read as follows:

3.3.1 **Compensation.** Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "1" and "2" attached hereto and incorporated herein by reference. Rates for the installation and purchase of Equipment, as defined in Section 3.3.6 below, and maintenance services for the Police Department facilities, including the main police stations and substation ("Police Department Facilities") are set forth in Exhibit "A".

The total compensation shall not exceed \$1,447,844, without written approval of City's Deputy Public Works Director. The not to exceed compensation amount is further detailed as follows, and in the attachments to this Agreement:

- a. Installation and purchase of the Equipment, excluding the Police Department Facilities: One Hundred Twenty-Two Thousand, One Hundred Dollars (\$122,100).
- b. Monthly service charges, excluding Police Department Facilities: One Thousand, One Hundred Ninety Five Dollars (\$1,195) per month, for sixty (60) months, for a total not to exceed amount of Seventy-One Thousand, Seven Hundred Dollars (\$71,700).
- c. Purchase, installation, and six months of maintenance of the Equipment for the Police Department Facilities in the initial year: Six Hundred, Thirty Thousand, Three Hundred Dollars (\$630,300).
- d. Monthly service charges for the Police Department Facilities: One

Thousand, Five Hundred Fifty Dollars (\$1,550) per month, for forty-eight (48) months, for a total not to exceed amount of Seventy-Four Thousand, Four Hundred Dollars (\$74,400).

e. Installation and Purchase of additional equipment for various facilities: Three Hundred One Thousand, Nine Hundred Twenty Dollars (\$301,920).

f. Monthly Service charges for additional equipment installed at various facilities: Five Thousand, Six Hundred Sixty Eight Dollars (\$5,668) per month including pending additional installation for WTP Pump Stations, for a total not to exceed amount of One Hundred Thirty Six Thousand, Thirty Two Dollars (\$136,032).

Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3. Exhibit "A" of the Agreement, "Scope of Services", shall be amended to include the additional equipment, work and services required to expand integration of the access control, surveillance and monitoring security system to the City Hall, Fulton Shipyard, RV Park Water Treatment Plant, Water Park and Police Department Facilities, including maintenance thereof, as set forth in Exhibit 1 attached to this Second Amendment and incorporated herein by reference.
4. Except as amended by this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
5. The recitals set forth above are true and correct and are incorporated into this Second Amendment as if fully set forth herein.
6. This Second Amendment shall be governed by the laws of the State of California. Venue shall be in Contra Costa County.
7. This Second Amendment may be signed in counterparts, each of which shall constitute an original.

[Signatures on following page]

**SIGNATURE PAGE  
TO  
SECOND AMENDMENT TO  
CITY OF ANTIOCH  
MAINTENANCE SERVICES AGREEMENT  
WITH BAY ALARM COMPANY FOR  
INTEGRATION OF AN ACCESS CONTROL, SURVEILLANCE  
AND MONITORING SECURITY SYSTEM (P.W. 710)**

CITY OF ANTIOCH

BAY ALARM COMPANY.

By: \_\_\_\_\_  
Cornelius Johnson  
Interim City Manager

By: \_\_\_\_\_  
Jack Unroe, CEO

ATTEST:

\_\_\_\_\_  
Elizabeth Householder,  
City Clerk of the City of Antioch

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas Lloyd Smith

## EXHIBIT A TO FIRST AMENDMENT

### Additions to Exhibit "A" Scope of Services of the Agreement

The Scope of Work shall include the Police Department facilities, for the main police stations and substation, including installation and maintenance of Equipment, as follows:



#### Gov City of Antioch Pricing Overview - Antioch Police Department

Account #	Venue	Scope of Work	Full Service/Time & Materials (T&M) Service	Monthly Cost	Installation Cost (Prevailing Wage)
New	Main Station - CCTV	Add 7 Servers totaling 1328TB storage with 730 days continuous recording and 170 days recording backup. System will include 53 indoor and outdoor 4MP turret cameras and 2 3MP PTZ cameras as designated by PD. The system will also include 9 discreet 2.1MP vandal dome cameras and 21 speakers located throughout the interview rooms and jail. Spot monitoring available for all cameras.	T&M	\$ 350	\$ 313,500
New	Main Station - Intercom - Dispatch	Add software based Master Station located in Dispatch controlling 65 intercom doors.	Full Service	\$ 650	\$ 160,700
New	Main Station - Intercom - Front Door	Add 1 Door Station (Front Door) and 2 User Stations (Front Lobby and Dispatch)	Full Service	\$ 50	\$ 5,375
New	Main Station - Access Control - Bluetooth Readers	Add 50 Bluetooth Access Card Readers including 2 Outdoor Gate Readers (400 Access Cards also included).	T&M	\$ 230	\$ 112,225
New	Main Station - Intrusion	Add 1 Alarm Control Panel, Cellular Communication, 1 Keypad, 6 Hardwired Entry/Exit Door Contacts, 2 Hardwired Glassbreak Detectors and 2 Hardwired Overhead Door Contacts. DMP App for remote arm/disarm also included.	Full Service	\$ 75	\$ 5,700
New	PD Substation - Access Control - Bluetooth Readers	Add 14 Bluetooth Access Card Readers including 3 Outdoor Gate Readers (100 Access Cards also included).	T&M	\$ 100	\$ 19,550
New	PD Substation - Intrusion	Add 1 Alarm Control Panel, Cellular Communication, 1 Keypad, 8 Wireless Door Contacts and 6 Wireless Motion Detectors. DMP App for remote arm/disarm also included.	Full Service	\$ 75	\$ 3,950
<b>TOTAL:</b>				<b>\$ 1,550</b>	<b>\$ 621,000</b>

\*All systems owned by customer.

\*Agreement term 36 months, with customer option to renew for 24 additional months at no additional monthly cost.

\*Tax to be billed separately.

\*All pricing includes prevailing wage labor.

Install & 6 Mth Mnt (Year 1): \$ 9,300 \$ 630,300

Annual Mnt: \$ 18,600

## ATTACHMENT "G"

### EXHIBIT 1

The City entered into an agreement with Bay Alarm Company for the integration of a new access control, surveillance and monitoring security system following the dissolution of Bright Security Integrations.

Scope of Work: Original agreement was for the Installation and integration of access control, surveillance and monitoring security system for the following facilities, City Hall, RV Lot, Community Center (Parks & Recreation), Public Works Maintenance Service Center and the Marina, for \$193,800; \$122,100, a one-time payment for installation and annual maintenance of \$14,340 per fiscal year or \$71,700 for 5 years. The 5-year term includes the option to extend an additional two years.

On January 11<sup>th</sup>, 2022, the Scope of Work for Amendment No. 1 was amended to include Police Department facilities, main police stations and substation, for \$704,700; \$630,300, a one-time payment for installation and 6mo Maintenance in the first year, and then 18,600 per fiscal year, or \$74,400 for the remaining 4yrs. The 5-year term includes the option to extend an additional two years.

The Scope of Work for Amendment No. 2 to begin in Year two (2) of the five (5) year Contract is to include additional installations and maintenance services at the following city facilities: Nick Rodriguez Community Center, City Hall, RV Lot, Public Works Maintenance Service Center, Water Treatment Plant including Pump Stations, Water Park, and Carnegie Library for a total contract amount increase of \$549,384. Funding for the additional installation and maintenance services in the amount of \$274,496 is included within the approved FY 2022/23 operating General Fund budgets and Water Enterprise Fund. Funding for the additional three (3) years of the five (5) year contract in the amount of \$274,888 will be requested as part of the City's two-year budget process within each respective fiscal year.

	<b>FY 22</b>	<b>FY 23</b>	<b>FY 24</b>	<b>FY 25</b>	<b>FY 26</b>	
	<b>Installation &amp; Maintenance</b>	<b>Maintenance</b>	<b>Maintenance</b>	<b>Maintenance</b>	<b>Maintenance</b>	
<b>Current/Total Contract Amount:</b> (RV Lot, Community Center, Public Works, and the Marina)	\$136,440	\$14,340	\$14,340	\$14,340	\$14,340	Not to Exceed Total: <b><u>\$193,800</u></b>

	<b>FY 22</b>	<b>FY 23</b>	<b>FY 24</b>	<b>FY 25</b>	<b>FY 26</b>	
	<b>Installation &amp; Maintenance (6 Mths)</b>	<b>Maintenance</b>	<b>Maintenance</b>	<b>Maintenance</b>	<b>Maintenance</b>	
<b>First Amendment Contract Amount to include:</b> (PD Facilities)	\$630,300	\$18,600	\$18,600	\$18,600	\$18,600	Subtotal: \$704,700

## ATTACHMENT "G"

<b>Contract &amp; Amendment No. 1 Complete Total</b>	<b>\$766,740</b>	<b>\$32,940</b>	<b>\$32,940</b>	<b>\$32,940</b>	<b>\$32,940</b>	<b>Not to Exceed Total <u>\$898,500</u></b>
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	<b>FY 22</b>	<b>FY 23</b>	<b>FY 24</b>	<b>FY 25</b>	<b>FY 26</b>	
		<b>Installation &amp; Maintenance Addition</b>	<b>Installation &amp; Maintenance</b>	<b>Maintenance</b>	<b>Maintenance</b>	
<b>Second Amendment Contract Amount to Include Various City Facilities</b>	<b>N/A</b>	<b>\$274,496</b>	<b>\$138,496</b>	<b>\$68,196</b>	<b>\$68,196</b>	<b>Subtotal: \$549,384</b>
<b>Contract, Amendment No. 1 and Amendment No. 2 Complete Total</b>	<b>\$766,740</b>	<b>\$307,436</b>	<b>\$171,436</b>	<b>\$101,136</b>	<b>\$101,136</b>	<b>Not to Exceed Total <u>\$1,447,844</u></b>



**ATTACHMENT "H"**  
**SECOND AMENDMENT COST SCHEDULE**

**Exhibit 2**

**Bay Alarm**

**New Installations and Service**

**FY 22/23**

**Completed Not Part of original Contract or First Amendment**

Facility	Type of Service	Monthly Service Fee	Yearly Service Cost	Installation Cost
City Hall 3r floor City Mngr.	Air Phone	\$ 30	\$ 360	\$ -
CityHall First floor HR	Air Phone	\$ 60	\$ 720	\$ -
Council Chambers Rear Doors	Access Control	\$ 60	\$ 720	\$ -
Antioch Community Park	Intrusion	\$ 75	\$ 900	\$ -
Antioch PD Sub Station	Access Control	\$ 30	\$ 360	\$ -
Fulton Ship Yard Gate	Access Control	\$ 40	\$ 480	\$ -
Fulton Ship Yard Barn	Intrusion	\$ 65	\$ 780	\$ -
Carnegie Library	Intrusion	\$ 85	\$ 1,020	\$ 2,150
MSC	Panic Buttons	\$ 6	\$ 72	\$ -
City Hall Treasurers Office	Electric strike	\$ -	\$ -	\$ 1,395
Law Library	Access Control	\$ 20	\$ 240	\$ 3,550
City Hall Treasurers Office	Access Control	\$ 20	\$ 240	\$ 4,950
City Hall 3rd floor	Panic Buttons	\$ 12	\$ 144	\$ 1,650
City Hall Basement	Air Phone	\$ 30	\$ 360	\$ 9,850
R V Park	CCTV	\$ 30	\$ 360	\$ 7,650
Water Treatment Plant	Access Control	\$ 900	\$ 10,800	\$ -
City Hall 2nd Floor	Access Control	\$ 10	\$ 120	\$ 3,250
MSC	Access Control	\$ 20	\$ 240	\$ -
Animal Services	Access Control	\$ -	\$ -	\$ 3,875
pd Sub Station	Access Control	\$ 140	\$ 1,680	\$ -
pd Sub Station	Intrusion	\$ 75	\$ 900	\$ -
<b>Total</b>		<b>\$ 1,708</b>	<b>\$ 20,496</b>	<b>\$ 38,320</b>

**Additional Installation and Services**

**Scheduled For FY 23**

Facility	Type of Service	Monthly Service Fee	Yearly Service Cost	Installation Cost
Water Treatment Plant	CCTV	\$ 750	\$ 9,000	\$ 66,400
MSC	Intrusion Alarm	\$ 255	\$ 3,060	\$ 12,350
ACC	CCTV	\$ 160	\$ 1,920	\$ 24,550
ACC	Access Control	\$ 20	\$ 240	\$ 8,150
NRCC	CCTV	\$ 45	\$ 540	\$ 8,950
NRCC	Intrusion Alarm	\$ 100	\$ 1,200	\$ 11,450
NRCC	Intrusion Alarm	\$ 10	\$ 120	\$ 1,250
Water Park	CCTV	\$ 225	\$ 2,700	\$ 33,350
Water Park	Intrusion Alarm	\$ 205	\$ 2,460	\$ 15,600
Water Park	Access Control	\$ 80	\$ 960	\$ 11,250
<b>Total</b>		<b>\$ 1,850</b>	<b>\$ 22,200</b>	<b>\$ 193,300</b>

**Additional Installation and Services**

**FY 24**

Facility	Type of Service	Monthly Service Fee	Yearly Service Cost	Installation Cost
Various Pump Stations	Intrusion	\$ 1,040	\$ 12,480	\$ 37,400
Various Pump Stations	CCTV	\$ 1,070	\$ 12,840	\$ 32,900
<b>Total</b>		<b>\$ 2,110</b>	<b>\$ 25,320</b>	<b>\$ 70,300</b>

# ANTIOCH CALIFORNIA

## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Special Meeting of January 13, 2023

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

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

**APPROVED BY:** Carlos Zepeda, Deputy Public Works Director *CZ*

**SUBJECT:** Request for an Increase to the Purchase Order with Core & Main for the Procurement of Water Distribution and Collection Systems Maintenance Parts and Supplies

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving an increase to the purchase order with Core & Main in the amount of \$275,000 in fiscal year 2022/23 for a total purchase order amount not to exceed \$635,000; and
2. Authorizing the City Manager or designee to make the necessary budget adjustment to the fiscal year 2022/23 Water and Sewer Enterprise budgets to cover the purchase order increase.

### **FISCAL IMPACT**

Funding for this purchase order increase will be allocated from the current Fiscal Year 2022/23 Water and Sewer Enterprise fund budgets.

### **DISCUSSION**

Staff recommends an increase to the purchase order with Core & Main due to ongoing maintenance repairs to the City's aging water and sewer systems and significant inflationary cost increases for supplies. This purchase order increase will allow the Public Works Department to continue to provide safe, efficient, and reliable water and sewer services to the residents of Antioch.

The City of Antioch Public Works Department utilizes Core & Main to supply its water and sewer utility fittings, tools and supplies related to ongoing maintenance repairs. The City's water and sewer divisions have used Core & Main (formally Roberts & Brune) for over ten (10) years as their main source of necessary supplies due to vendor reliability, local availability of parts and supplies at competitive prices.

### **ATTACHMENT**

A. Resolution

**ATTACHMENT "A"**

**RESOLUTION NO. 2023/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING AN INCREASE TO THE PURCHASE ORDER WITH CORE & MAIN, IN  
THE AMOUNT OF \$275,000, FOR FISCAL YEAR 2022/23 FOR A TOTAL  
PURCHASE ORDER AMOUNT NOT TO EXCEED \$635,000 AND AUTHORIZING  
CITY MANAGER OR DESIGNEE TO MAKE THE NECESSARY BUDGET  
ADJUSTMENTS**

**WHEREAS**, the City of Antioch Public Works Department uses Core & Main for procurement of all its water and sewer utility fittings, tools and supplies related to ongoing maintenance repairs;

**WHEREAS**, due to ongoing maintenance repairs to the City's aging Water and Sewer systems and significant inflationary cost increases for supplies, staff recommends increasing to the current purchase order amount with Core & Main; and

**WHEREAS**, this purchase order increase will allow the Public Works Department to continue to provide safe, efficient, and reliable water and sewer services to the residents of Antioch.

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

1. Approves an increase to the Purchase Order with Core & Main in the amount of \$275,000 in fiscal year 2022/23 for a total purchase order amount not to exceed \$635,000; and
2. Authorizes the City Manager or designee to make the necessary budget adjustments to the fiscal year 2022/23 Water and Sewer Enterprise budgets to cover the purchase order increase.

\* \* \* \* \*

**RESOLUTION NO. 2023/\*\***

January 13, 2023

Page 2

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a special meeting thereof, held on the 13th day of January, 2023 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Special Meeting of January 13, 2023

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

**SUBMITTED BY:** Thomas Lloyd Smith, City Attorney *725*

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

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**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, which includes the City Council, boards, commissions, and committees.

**FISCAL IMPACT**

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

**DISCUSSION**

Even though cases of COVID-19 have dropped, AB 361 is expressly intended “to protect the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location” because of physical status.

The City of Antioch has utilized teleconference technology for some time, and since the State of Emergency is still in effect and state officials are still recommending measures to promote social distancing, especially for immunocompromised and sensitive groups (as described in the attached Resolution), the City’s legislative bodies, which include the City Council, boards, commissions, and committees 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 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 an 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 the 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 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. 2023-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, which includes the City Council, boards, commissions, and committees, 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 determines by majority vote that 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, and the "SMARTER" plan that the Governor unveiled specifically indicates that the State of Emergency will not be terminated;

**WHEREAS**, in addition to the above, state officials have issued orders recommending social distancing measures for certain individuals and in certain situations. For example, and not by way of limitation, social distancing is referenced in guidance on vaccine doses for persons who are immunocompromised and in certain situations under general industry safety orders;

**WHEREAS**, the state legislature has also made findings that by removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, AB 361 protects the health and safety of civil servants and

the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location;

**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 a State of Emergency declared by the Governor of the State of California is currently in effect, and that state or local officials are recommending measures promote social distancing.

**Section 3. Remote Teleconference Meetings.** The City Manager and City Attorney are 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 special meeting thereof, held on the 13<sup>th</sup> day of January, 2023 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**



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

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Special Meeting of January 13, 2023

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

**SUBMITTED BY:** Ana Cortez, Human Resources Director *AC*

**APPROVED BY:** Cornelius Johnson, City Manager

**SUBJECT:** Discussion Item: Reorganization of the Public Works Department and Community Development Department

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**RECOMMENDED ACTION**

It is recommended that the City Council provide direction to staff concerning

1. Whether staff should prepare an ordinance amending the Municipal Code:
  - a. reorganizing the Public Works Department and changing the position and responsibilities of “Director of Public Works/City Engineer” to become a new position entitled, “Public Works Director”;
  - b. creating a new Engineering Department and position description for the City Engineer;
  - c. reorganizing the Community Development Department; and
  - d. implementing other actions necessary to carry out the reorganization described above.
2. Whether staff should create new job classifications for the following positions:
  - a. Public Works Director
  - b. City Engineer

**FISCAL IMPACT**

The budget for this restructure is not under consideration at this meeting. The City Council will have the opportunity to consider the budget for new positions, office furniture, and equipment in its upcoming consideration of the fiscal year budget.

**DISCUSSION**

The Municipal Code ordinances for Article 1: Community Development and Article 2: Public Works were enacted on August 13, 1992. Since these ordinances were enacted,

the City has experienced significant growth and changes that require updating and revising the ordinance to effectively and efficiently address the demands related to Public Works, Engineering and Community Development.

To improve service to our residents and remain an attractive development destination, City staff is recommending a reorganization of the Public Works and Community Development Departments and the formation of a new Engineering Department.

The proposed changes to the Public Works Department include separating the current Public Works Director/City Engineer position into two separate positions, a Public Works Director and a City Engineer. The Public Works Director will oversee multiple operations and maintenance divisions that include the Streets, Water Treatment Plant, Parks and Wastewater divisions. The City Engineer will oversee all the Engineering division and absorb engineering duties currently performed by the Public Works Department, though the Municipal Code formally assigns that responsibility to the Community Development Department. The Public Works Director is an existing position within the City's Master Salary Schedule. A job specification would need to be created for an Engineering Director position.

The reorganization will reduce the span of responsibility to a more manageable size which will reduce inefficiencies, complete projects in a timelier manner and improve overall services to the community. When the reorganization is complete, the City will be well prepared to address the challenges into the future.

#### **ATTACHMENTS**

None

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Special Meeting of January 13, 2023

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

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

**SUBJECT:** Discussion Item: City Council Members' Salaries

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**RECOMMENDED ACTION**

It is recommended that the City Council provide direction to staff regarding salaries for City Council Members.

**FISCAL IMPACT**

No fiscal impact until January 1, 2025.

**DISCUSSION**

The City of Antioch is a General Law City that may adopt an ordinance providing for salaries to the council members. (Cal. Gov't Code section 36516) The maximum salary can be determined by a statutory formula based on population or by increases of no more than five percent for each calendar year from when the last salary adjustment was adopted pursuant to an ordinance. The California Attorney General's Office has opined that this calculation is on a simple, non-compounded basis (Cal. Attorney Gen. Opinion No. 06-504). State law does not allow automatic future increases in salary. An ordinance amending council members' salaries does not become effective until after the next municipal election.

Pursuant to Ordinance No. 2171-C-S adopted on September 10, 2019, the salaries for the Antioch City Council Members were last increased to \$1,600.04 per month effective January 1, 2021.

State law would permit an increase to \$1,852.25 per month effective January 1, 2025 by applying the allowed five percent increase for four years (on a simple, non-compounded basis) to the \$1,600.04, which became effective January 1, 2021.

City Council may consider the following options effective January 1, 2025:

- No increase in salaries
- Increase salaries to an amount less than \$1,852.25
- Increase salaries to \$1,852.25

**ATTACHMENT**


A. None.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Special Meeting of January 13, 2023

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

**SUBMITTED BY:** Ana Cortez, Human Resources Director 

**APPROVED BY:** Cornelius Johnson, City Manager

**SUBJECT:** Resolution Approving Allocation for Part-Time Secretary Positions to Provide Administrative Support to City Council

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### **RECOMMENDED ACTION**

It is recommended that the City Council consider taking the following actions:

- 1) Adopt a resolution approving the allocation of a part-time Secretary position to provide administrative support to District 2 and District 3 Council Members and authorizing the necessary fiscal year 2023 General Fund budget adjustment.
- 2) Adopt a resolution approving the allocation of a part-time Secretary position to provide administrative support to District 1 and District 4 Council Members and authorizing the necessary fiscal year 2023 General Fund budget adjustment.
- 3) Adopt a resolution approving the allocation of a part-time Secretary position to provide administrative support to the Mayor and authorizing the necessary fiscal year 2023 General Fund budget adjustment.

### **FISCAL IMPACT**

The fiscal year 2023 General Fund impact salary range for allocating one part-time Secretary is \$15,000 to \$21,667, for two part-time Secretaries is \$30,000 to \$43,334 and for three part-time Secretaries is \$45,000 to \$65,000.

### **DISCUSSION**

The part-time Secretary positions will provide administrative support to City Council and be supervised by the City Manager's Office. Examples of duties include:

- Performing a variety of clerical support services for the City Council Members, which may include receptionist duties, preparing documents, recordkeeping and filing.
- Providing information to the public and City staff regarding City or City Council activities and functions.

- Receiving visitors at a public counter; sorting, coding, filing, retrieving, and verifying receipt of a variety of documents.
- Assisting with the planning, coordination, preparation and delivery of City Council events.

**ATTACHMENTS**

- A. Resolution approving the allocation for a part-time Secretary for District 2 and District 3 Council Members.
- B. Resolution approving the allocation for a part-time Secretary for District 1 and District 4 Council Members.
- C. Resolution approving the allocation for a part-time Secretary for the Mayor.

**RESOLUTION NO. 2023/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING A PART-TIME SECRETARY POSITION TO PROVIDE  
ADMINISTRATIVE SUPPORT TO DISTRICT 2 AND DISTRICT 3 COUNCIL  
MEMBERS AND AUTHORIZING THE NECESSARY BUDGET ADJUSTMENT**

**WHEREAS**, the City Council has considered allocating a part-time Secretary position to provide administrative support to District 2 and District 3 Council Members;

**WHEREAS**, the part-time Secretary position will be compensated according to the existing Hourly (part-time) Salary Schedule and supervised by the City Manager's Office; and

**WHEREAS**, the current pay for the Secretary positions ranges from \$18.63 per hour to \$25.00 per hour.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Antioch as follows:

**Section 1.** A part-time Secretary position is hereby approved to provide administrative support to District 2 and District 3 Council Members of the City of Antioch.

**Section 2.** The City Manager or designee is authorized to make necessary adjustments to the Fiscal Year 2023 General Fund budget.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a special meeting thereof, held on the 13th day of January, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

**RESOLUTION NO. 2023/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING A PART-TIME SECRETARY POSITION TO PROVIDE  
ADMINISTRATIVE SUPPORT TO DISTRICT 1 AND DISTRICT 4 COUNCIL  
MEMBERS AND AUTHORIZING THE NECESSARY BUDGET ADJUSTMENT**

**WHEREAS**, the City Council has considered allocating a part-time Secretary position to provide administrative support to District 1 and District 4 Council Members;

**WHEREAS**, the part-time Secretary position will be compensated according to the existing Hourly (part-time) Salary Schedule and supervised by the City Manager's Office; and

**WHEREAS**, the current pay for the Secretary positions ranges from \$18.63 per hour to \$25.00 per hour.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Antioch as follows:

**Section 1.** A part-time Secretary position is hereby approved to provide administrative support to District 1 and District 4 Council Members of the City of Antioch.

**Section 2.** The City Manager or designee is authorized to make necessary adjustments to the Fiscal Year 2023 General Fund budget.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a special meeting thereof, held on the 13th day of January, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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



**RESOLUTION NO. 2023/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING A PART-TIME SECRETARY POSITION TO PROVIDE  
ADMINISTRATIVE SUPPORT TO THE MAYOR AND AUTHORIZING THE  
NECESSARY BUDGET ADJUSTMENT**

**WHEREAS**, the City Council has considered allocating a part-time Secretary position to provide administrative support to the Mayor;

**WHEREAS**, the part-time Secretary position will be compensated according to the existing Hourly (part-time) Salary Schedule and supervised by the City Manager's Office; and

**WHEREAS**, the current pay for the Secretary positions ranges from \$18.63 per hour to \$25.00 per hour.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Antioch as follows:

**Section 1.** A part-time Secretary position is hereby approved to provide administrative support to the Mayor of the City of Antioch.

**Section 2.** The City Manager or designee is authorized to make necessary adjustments to the Fiscal Year 2023 General Fund budget.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a special meeting thereof, held on the 13th day of January, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Special Meeting of January 13, 2023

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

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

**SUBJECT:** Standby City Council Members

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**RECOMMENDED ACTION**

It is recommended that the City Council appoint the following nominees as standby city council members:

- Mayor Thorpe: 1) ; 2) ; 3)
- Mayor Pro Tem Torres-Walker: 1) ; 2) ; 3)  
(District 1)
- Council Member Barbanica: 1) ; 2) ; 3)  
(District 2)
- Council Member Ogorchock: 1) ; 2) ; 3)  
(District 3)
- Council Member Wilson: 1) ; 2) ; 3)  
(District 4)

**FISCAL IMPACT**

No fiscal impact is anticipated as there is no compensation for standby council members.

**DISCUSSION**

Pursuant to State Law (Government Code Sections 8636-8644), Article 6 of Title 2 of the Antioch Municipal Code provides for the appointment of standby council members in the event of a declaration of emergency and a council member is unavailable due to being killed, missing or having an incapacitating injury.

Each council member shall nominate three standby members and indicate the order of priority of each standby member. Consideration shall be given to places of residence and work such that the greatest probability of survivorship or availability exist. While not required, priority shall be given to city residents who are at least 18 years of age and are

registered voters. The City Council shall then appoint the nominees as standby council members.

Standby council members may become activated during a state of war emergency, a state of emergency or a declared local emergency. No standby member shall become a member of the City Council unless there is a declared emergency described above. The mere vacancy of the regular Council Member's office absent a declared emergency shall not activate the standby member. The first priority standby member shall serve during the emergency if his or her regular member is unavailable, meaning that the regular member is killed, missing, or so seriously injured as to be unable to attend meetings and otherwise perform duties. Any question as to whether a particular member is unavailable shall be settled by the remaining available members of the Council, including standby officers who are serving. If the first priority standby member is unavailable, the second priority shall serve, and so forth. Standby members shall serve at the pleasure of the governing body appointing them, and may be removed and replaced at any time with or without cause.

The provision for standby council members allows for the continuity of government in the event of a catastrophic emergency. Standby council members are not activated in the event of a "regular" vacancy in a council seat.

**ATTACHMENTS:**

None

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Special Meeting of January 13, 2023

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

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

**SUBJECT:** City Council Appointments to Council Committee Assignments

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**RECOMMENDED ACTION**

It is recommended that the City Council review and discuss City Council Committee Assignments. Mayor Thorpe will advance appointments for City Council approval by majority vote to be acted upon as follows:

- 1) Motion to approve all appointments for Mayor Thorpe,
- 2) Motion to approve all appointments for Mayor Pro Tem (Council Member District 1) – Torres-Walker,
- 3) Motion to approve all appointments for Council Member District 2 – Barbanica,
- 4) Motion to approve all appointments for Council Member District 3 – Ogorchock, and
- 5) Motion to approve all appointments for Council Member District 4 – Wilson.

**FISCAL IMPACT**

This recommended action has no direct fiscal impact.

**DISCUSSION**

Council committee assignments are reviewed and revisited every two years.

**ATTACHMENTS**

A. Council Committee Assignments for 2020-2022

## Council Appointments

**December 2020 to December 2022**

COMMITTEE	REPRESENTATIVES	COMMITTEE INFORMATION
ABAG (Association of Bay Area Govmt)	Council Member Torres-Walker Council Member Ogorchock (alt.)	General Assembly- once a year
Chamber of Commerce Liaison	Council Member Ogorchock	2nd Thursday of month, 8:00 A.M. Chamber Conference Room
Community Advisory Board- SF Bay Water Emergency Transit Authority	Council Member Torres-Walker	TBD
Delta Diablo	Mayor Thorpe Mayor Pro Tem Wilson (alt.)	2nd Wednesday of month, 4:30 P.M., 2500 Pittsburg/Antioch Highway
East Bay Division (League of California Cities)	Council Member Barbanica	3rd Thursday of month, 6:00 P.M. Rotates between Contra Costa and Alameda Counties
TRANSPLAN	Mayor Thorpe Mayor Pro Tem Wilson (alt.)	2nd Thursday of month, 6:30 P.M. Tri Delta Transit - 801 Wilbur Ave
East Contra Costa Regional Fee and Financing Authority (ECCRFA)	Mayor Thorpe Mayor Pro Tem Wilson (alt.)	2nd Thursday of month, 6:30 P.M. Tri Delta Transit - 801 Wilbur Ave
State Route 4 By-Pass Authority	Mayor Thorpe Mayor Pro Tem Wilson (alt.)	2nd Thursday of month, 6:30 P.M. Tri Delta Transit - 801 Wilbur Ave
East County Water Management Association	Council Member Barbanica	As needed, 2-3 times per year
Tri Delta Board of Directors Eastern Contra Costa Transit Authority	Mayor Thorpe Mayor Pro Tem Wilson (alt.)	4th Wednesday of month, 4:00 P.M., Tri Delta Transit, 801 Wilbur Ave
Northeast Antioch Annexation	Council Member Ogorchock	As needed
Mayors' Conference	Mayor Thorpe Mayor Pro Tem Wilson (alt.)	1st Thursday of month, 6:30 P.M. Rotates between cities of Contra Costa County

## Council Committee Assignments

Community Development Block Grant (CDBG) Committee	Council Member Barbanica Council Member Torres-Walker	Standing Committee - As needed Community Development Dept. to develop agenda and handle noticing
Lone Tree Golf Course Committee	Mayor Pro Tem Wilson Council Member Ogorchock	Standing Committee - As needed Parks and Rec. Dept. to develop agenda and handle noticing
City/School Committee	Council Member Ogorchock Council Member Torres-Walker	Standing Committee - As needed City Manager's to develop agenda and handle noticing
Cannabis Committee	Mayor Pro Tem Wilson Council Member Torres-Walker	Standing Committee - As needed City Attorney's Office to develop agenda and handle noticing
Waterfront Revitalization Committee	Mayor Pro Tem Wilson Council Member Torres-Walker	Standing Committee - As needed City Manager's Office to develop agenda and handle noticing



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Special City Council Meeting of January 13, 2023

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

**PREPARED BY:** Rosanna Bayon Moore, Assistant City Manager *RBM*  
Lt. John Fortner, Office of Emergency Services Coordinator

**SUBMITTED BY:** Cornelius H. Johnson, City Manager

**SUBJECT:** Resolution Ratifying the Proclamation of the Director of Emergency Services and Proclaiming a Local Emergency Concerning the Severe Winter Storms

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution ratifying the proclamation of the Director of Emergency Services declaring a local emergency associated with the State Declared Severe Winter Storms, locally identified as the 2023 January Winter Storm Event.

### **FISCAL IMPACT**

The full fiscal impact of a response to the 2023 January Storm Event is yet to be determined. Expenditures associated with the local emergency are currently estimated at \$3.8 million dollars.

### **DISCUSSION**

In late December 2022, severe winter storms commenced with high winds, heavy rainfall, and other "atmospheric river" conditions that to date have resulted in flooding, mudslides, fallen trees, and other property damage throughout the San Francisco Bay Area, including Contra Costa County and the City of Antioch.

On January 12, 2023, pursuant to Section 4-2.06(A)(1) of the Antioch Municipal Code, City Manager Cornelius H. Johnson in his capacity as the City's Director of Emergency Services proclaimed a local emergency concerning the 2023 January Winter Storm Event. The action is in response to emergent local needs, consistent with actions taken by state and regional governments to protect public health, safety, and welfare.

The proposed resolution attached to this staff report requests that the City Council take action to ratify the proclamation so that the local emergency can continue in force and effect. It also declares the intent of the City Council to review the need for continuing the local emergency declaration at least once every 60 days until termination in compliance with California Government Code Section 8630.

**ATTACHMENTS**

- A. Resolution
- B. City of Antioch Proclamation
- C. Proclamation of State Emergency
- D. Contra Costa Proclamation of Local Emergency



**ATTACHMENT A**

**RESOLUTION NO. 2023/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
RATIFYING THE PROCLAMATION OF THE DIRECTOR OF EMERGENCY SERVICES AND  
PROCLAIMING A LOCAL EMERGENCY CONCERNING THE SEVERE WINTER STORMS**

**WHEREAS**, on January 4, 2023, State of California Governor Gavin Newsom proclaimed a state of emergency to exist to a series of atmospheric river systems that have struck the state with high winds, substantial precipitation and urban flooding;

**WHEREAS**, on January 10, 2023, the Contra Costa County Administrator Monica Nino proclaimed a local emergency due to uncommon and extreme weather conditions consisting of heavy rainfall and high winds, and the resulting impacts of flooding, downed trees and infrastructure damage;

**WHEREAS**, the City Manager, in his capacity as Director of Emergency Services of the City of Antioch, does hereby find that conditions of extreme peril to the safety of persons and property have arisen within the City of Antioch, caused by the 2023 January Winter Storm event and the City Council of the City of Antioch is not in session.

**WHEREAS**, conditions within Antioch City Limits may result in a response to flooding, damage and displacement beyond the control of City services, personnel, equipment, and facilities;

**WHEREAS**, on January 12, 2023, pursuant to Section 4-2.06(A)(1) of the Antioch Municipal Code, the Director of Emergency Services proclaimed a local emergency and now requests that the City Council take action to ratify the proclamation so that the local emergency can continue in force and effect.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby ratifies the proclamation of the Director of Emergency services and proclaims that a local emergency exists and shall continue to exist in the City of Antioch until the City Council resolves that the local emergency is terminated.

**BE IT FURTHER RESOLVED** that in compliance with California Government Code Section 8630, the City Council shall review the need for continuing the local emergency declaration at least once every 60 days until termination.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a special meeting thereof, held on the 13th day of January, 2023 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

**PROCLAMATION BY THE DIRECTOR OF EMERGENCY SERVICES  
OF THE CITY OF ANTIOCH DECLARING A LOCAL EMERGENCY  
CONCERNING SEVERE WINTER STORMS**

**WHEREAS**, the California Emergency Services Act, Government Code Sections 8558(c) and 8630, authorize the proclamation of a local emergency when conditions of disaster or extreme peril to the safety of persons and property within the territorial limits of a city exist;

**WHEREAS**, Section 4-2.06(A)(1) of the Antioch Municipal Code empowers the City Manager, in his capacity as the Director of Emergency Services, to proclaim the existence of a local emergency when the City is affected or likely to be affected by a public calamity and the City Council is not in session;

**WHEREAS**, as Director of Emergency Services, I have determined that the proclamation of a local emergency is warranted as a result of Severe Winter Storms in the City of Antioch due to windy conditions and the high volume of continuous rain;

**WHEREAS**, said conditions have resulted and continue to result in a response to flooding, damage and displacement beyond the control of City services, personnel, equipment, and facilities;

**WHEREAS**, on January 4, 2023, Governor of California Gavin Newsom proclaimed a state of emergency to exist throughout California;

**WHEREAS**, on January 10, 2023, the Contra Costa County Administrator Monica Nino proclaimed a local emergency;

**WHEREAS**, the City Manager, in his capacity as Director of Emergency Services of the City of Antioch, does hereby find that conditions of extreme peril to the safety of persons and property have arisen within the City of Antioch, caused by severe winter storms and the City Council of the City of Antioch is not in session.

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that a local emergency now exists in the City of Antioch commencing on the date of the signature of the Director of Emergency Services below and that:

1. The recitals set forth above are true and correct;
2. This proclamation of local emergency invokes in the City of Antioch all powers and mechanisms set forth in the California Emergency Services Act (Government Code sections 8550 et seq.), City of Antioch Municipal Code, Section 4-2, and all other applicable laws, to be used by authorized personnel of the City of Antioch;
3. The Director of Emergency Services of the City of Antioch is hereby authorized to execute for and on behalf of the City of Antioch, any agreement or application for, and to file the agreement with the California Governor's Office of Emergency Services for the purposes of obtaining federal financial assistance.
4. The Governor of the State of California includes the City of Antioch in any emergency declaration by the State; ensures the City of Antioch is included in any emergency declaration that may be issued by the President of the United States of America; waives regulations that

may hinder response and recovery efforts; and makes available California Disaster Act and State Private Nonprofit Organizations Assistance Program Funding.

5. This Proclamation of Local Emergency shall be effective immediately and shall remain in effect for a period of seven (7) days, unless ratified by the City Council of the City of Antioch, and extended, or unless sooner terminated.
6. During the existence of said local emergency, the powers, functions, and duties of the emergency organization of the City shall be those prescribed by state law, ordinances and resolutions of the City, and by the City of Antioch Emergency Operations Plan.

\* \* \* \* \*

Date and Time: \_\_\_\_\_

1/12/23 0700 hrs

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

Cornelius H. Johnson, City Manager  
in his capacity as Director of Emergency Services

ATTEST:

Christine Darnie  
Elizabeth Householder

CITY CLERK OF THE CITY OF ANTIOCH

**PROCLAMATION OF A STATE OF EMERGENCY**

**WHEREAS** beginning December 27, 2022, severe winter storms related to a series of atmospheric river systems struck California, bringing high winds, substantial precipitation, and river and urban flooding; and

**WHEREAS** it is forecasted that additional and continuing storms related to this series of atmospheric river systems threaten California, bringing heavy rainfall, expected flooding, strong winds and wind gusts, falling debris, downed trees, and widespread power outages; and

**WHEREAS** in preparation for the forecasted storms, multiple California Conservation Corps flood fight crews, fire swift water rescue, and urban search and rescue teams have been strategically prepositioned for emergency response; sandbags have been made available throughout the State; and shelters are opening for displaced individuals; and

**WHEREAS** these storms forced the closure and caused damage to highways and roads, as well as caused levee and culvert failures, and mandatory evacuations in severely impacted counties, and such impacts will likely continue to be caused by the forecasted storms; and

**WHEREAS** these storms threatened and continue to threaten critical infrastructure, movement of resources, burn scars from recent wildfires potentially causing mud and debris flows; resulted in and threaten power outages to thousands of households and businesses; and caused and continue to threaten river and urban flooding due to excessive and prolonged rainfall; and

**WHEREAS** due to the series of atmospheric river systems continuously impacting counties throughout the State, the counties have not had time to mitigate the cascading impacts of these storms; and

**WHEREAS** under the provisions of Government Code section 8558(b), I find that conditions of extreme peril to the safety of persons and property exist due to these storms; and

**WHEREAS** under the provisions of Government Code section 8558(b), I find that the conditions caused by these storms, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to appropriately respond; and

**WHEREAS** under the provisions of Government Code section 8625(c), I find that local authority is inadequate to cope with the magnitude of the damage caused by these storms; and

**WHEREAS** under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of these storms.



**NOW, THEREFORE, I, GAVIN NEWSOM**, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist throughout California.

**IT IS HEREBY ORDERED THAT:**

1. All agencies of the state government utilize and employ state personnel, equipment, and facilities for the performance of any and all activities consistent with the direction of the Office of Emergency Services and the State Emergency Plan. Also, all residents are to obey the direction of emergency officials with regard to this emergency in order to protect their safety.
2. The Office of Emergency Services shall provide assistance to local governments, if appropriate, under the authority of the California Disaster Assistance Act, Government Code section 8680 et seq., and California Code of Regulations, Title 19, section 2900 et seq.
3. As necessary to assist local governments and for the protection of public health and the environment, state agencies shall enter into contracts to arrange for the procurement of materials, goods, and services necessary to quickly assist with the response to and recovery from the impacts of these storms. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, are suspended to the extent necessary to address the effects of these storms.
4. Any fairgrounds the Office of Emergency Services determines suitable to assist individuals impacted by these storms shall be made available to the Office of Emergency Services pursuant to the Emergency Services Act, Government Code section 8589. The Office of Emergency Services shall notify the fairgrounds of the intended use and may immediately utilize the fairgrounds without the fairground board of directors' approval.
5. The California Department of Transportation shall formally request immediate assistance through the Federal Highway Administration's Emergency Relief Program, United States Code, Title 23, section 125, in order to obtain federal assistance for highway repairs or reconstruction.
6. The California National Guard may be mobilized under Military and Veterans Code section 146 to support disaster response and relief efforts, as directed by the Office of Emergency Services, and to coordinate with all relevant state agencies and state and local emergency responders and law enforcement within the impacted areas. Sections 147 and 188 of the Military and Veterans Code are applicable during the period of participation in this mission, exempting the California Military Department from applicable procurement rules

for specified emergency purchases, and those rules are hereby suspended.

7. Any state-owned properties the Office of Emergency Services determines suitable for staging of debris as a result of these storms shall be made available to the Office of Emergency Services for this purpose in accordance with Government Code section 8570.
8. Drivers may exceed the hours-of-service limits specified in California Vehicle Code section 34501.2 and California Code of Regulations, Title 13, section 1212.5 while operating a vehicle engaged in fuel transportation in support of emergency relief efforts, subject to the following conditions:
  - a. Motor carriers or drivers currently subject to an out-of-service order are eligible for the exemption once the out-of-service order expires or when they have met the conditions for its rescission.
  - b. In accordance with Section 1214, Title 13, California Code of Regulations, no motor carrier operating under the terms of this Proclamation will require or allow an ill or fatigued driver to operate a motor vehicle. A driver who notifies a motor vehicle carrier that they need immediate rest shall be given at least ten consecutive hours off-duty before being required to return to service.
  - c. Drivers shall maintain a driver's record of duty status, regardless of number of hours worked each day. These records shall be prepared, submitted, and maintained as required by Section 1213, Title 13, California Code of Regulations.
9. Consistent with Parts 390 and 395, Title 49, Code of Federal Regulations, drivers may exceed the hours-of-service limits specified while operating a vehicle engaged in fuel transportation in support of emergency relief efforts. These waivers shall be in effect for the duration of the driver's direct assistance in providing emergency relief, or thirty (30) days from the date of this Proclamation, whichever is less.
10. In order to allow out-of-state contractors and other utilities driving their own vehicles to provide mutual aid assistance for the restoration of electrical power within the counties impacted by these storms, applicable provisions of the Vehicle Code including, but not limited to, Vehicle Code section 34620 requiring a motor carrier permit [licensing] and imposition of certain fees, are suspended for motor carriers providing such assistance. Also, the requirements for motor carriers and drivers in Vehicle Code sections 1808.1 [pull-notice program that checks for driver's license violations], 27900 [display name on vehicle], 27901 [size and color of display name on vehicle], 34505.5 [requirement to have been inspected within 90 days], and 34501.12 [requirement to set up home base in California] are suspended while providing mutual aid assistance for the emergency restoration of services.

**I FURTHER DIRECT** that as soon as hereafter possible, this Proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Proclamation.

This Proclamation is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 4th day of January 2023.



GAVIN NEWSOM  
Governor of California

**ATTEST:**

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SHIRLEY N. WEBER, Ph.D.  
Secretary of State



**ATTACHMENT D**

**CONTRA COSTA COUNTY  
PROCLAMATION OF LOCAL EMERGENCY  
(by County Administrator)**

Section 42-2.802 of the Contra Costa County Ordinance Code (Gov. Code, §8630) empowers the County Administrator, as the Administrator of Emergency Services, to proclaim the existence or threatened existence of a local emergency when the Board of Supervisors is not in session.

The County Administrator of Contra Costa County does hereby find that:

1. Conditions of extreme peril to the safety of persons and property have arisen within the County, caused by uncommon and extreme weather conditions consisting of heavy rainfall and high winds, causing flooding, downed trees, damage to flood control infrastructure and County roads, and related damage Countywide.
2. These conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County.
3. The County is incurring financial impacts from the uncommon and extreme weather conditions that will likely exceed available financial resources necessitating state and federal financial assistance.
4. The Board of Supervisors of the County of Contra Costa is not in session (and cannot immediately be called into session).
5. The County Administrator has conferred with one or more members of the Board of Supervisors.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout Contra Costa County.

IT IS FURTHER PROCLAIMED AND ORDERED that, during the existence of this local emergency, the powers, functions, and duties of the emergency organization of this County shall be those prescribed by state law, by ordinances and resolutions of this County, and by the County of Contra Costa Emergency Operations Plan.

IT IS FURTHER PROCLAIMED AND ORDERED that this local emergency shall not remain in effect more than seven days unless this Proclamation is ratified by the Board of Supervisors.

Dated: 1/10/2023

DocuSigned by:  
*Monica Nino*  
By: 888F09493E8B46D...  
Monica Nino, County Administrator  
County of Contra Costa