



## **ANNOTATED AGENDA**

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

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

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**Date: Tuesday, July 23, 2024**

**Time: 6:00 P.M. – Closed Session**  
**7:00 P.M. – Regular 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 the inside cover for detailed Speaker Rules.*

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

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

**Ellie Householder**, City Clerk  
**Lauren Posada**, City Treasurer  
**Kwame P. Reed**, Acting City Manager  
**Thomas Lloyd Smith**, City Attorney

**ACCESSIBILITY:** 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@antiochca.gov](mailto:publicworks@antiochca.gov).

### **Notice of Availability of Reports**

This agenda is a summary of the actions proposed to be taken by the City Council. For almost every agenda item, materials have been prepared by the City staff for the Council's consideration. These materials include staff reports which explain in detail the item before the Council and the reason for the recommendation. The materials may also include resolutions or ordinances which are proposed to be adopted. Unless otherwise noted, City Council actions include a determination that the California Environmental Quality Act (CEQA) does not apply. The Council meets regularly on the second and fourth Tuesdays of the month at 7:00 p.m., with Closed Sessions often occurring before or after the regular meeting. City Council Agendas, including Staff Reports are posted onto our City's Website 72 hours before each Council Meeting. To be notified when the agenda packets are posted onto our City's Website, simply click on this link: [Notifications – City of Antioch, California \(antiochca.gov\)](https://www.antiochca.gov/notifications) and enter your e-mail address to subscribe. To view the agenda information, click on the following link: [City Council – City of Antioch, California \(antiochca.gov\)](https://www.antiochca.gov/city-council). Questions may be directed to the staff member who prepared the staff report, or to the City Clerk's Office, who will refer you to the appropriate person.

### **Notice of Opportunity to Address Council**

The public has the opportunity to address the City Council on each agenda item. To address the Council, fill out a Speaker Request form and place in the Speaker Card Tray near the City Clerk before the meeting begins. This will enable us to call upon you to speak. Comments regarding matters not on this Agenda may be addressed during the "Public Comments" section. No one may speak more than once on an agenda item or during "Public Comments". The Speaker Request forms are located at the entrance of the Council Chambers. Please see the Speaker Rules on the inside cover of this Agenda.

**6:00 P.M.      ROLL CALL – CLOSED SESSION – for Council Members – *Council Members District 1 Torres-Walker, District 2 Barbanica, District 3 Ogorchock and Mayor Hernandez-Thorpe [Mayor Pro Tem (District 4) Wilson – Absent]***

### **PLEDGE OF ALLEGIANCE**

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

### **CLOSED SESSION:**

- 1) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION –** pursuant to Government Code section 54956.9: William Butcher v. City of Antioch, et al. United States District Court for the Northern District of California (Case No.: 3:23-cv-04328).  
***City Council authorized settlement in the amount of \$99,000; Approved, 4/0***

- 2) CONFERENCE WITH REAL PROPERTY NEGOTIATIONS** pursuant to California Government Code section 54956.8; Property: 275 W. Tregallas Road, Antioch, CA; Agency Negotiation: City of Antioch Negotiators: Kwame P. Reed, Acting City Manager and Thomas Lloyd Smith, City Attorney; Negotiating Parties: Richard Hobin, Esq.; Under Negotiation: Price and terms of payment.

***Direction provided to City Manager and City Attorney***



**CLOSED SESSION – Continued**

- 3) **PUBLIC EMPLOYMENT – RECRUITMENT OF CITY MANAGER.** This closed session is authorized pursuant to California Government Code section 54957(b)(1).

***No reportable action***

**6:03 P.M. MOTIONED TO ADJOURN TO CLOSED SESSION**

**7:01 P.M. ROLL CALL – REGULAR MEETING – for City /City Council Members acting as Housing Successor to the Antioch Development Agency – **Council Members District 1 Torres-Walker, District 2 Barbanica, District 3 Ogorchock and Mayor Hernandez-Thorpe [Mayor Pro Tem (District 4) Wilson – Absent]****

**OPENED MEETING AND MOMENT OF SILENCE IN MEMORY OF RESERVE OFFICER FRANK RUPANI**

**PLEDGE OF ALLEGIANCE**

**CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION**

**1. INTRODUCTION OF NEW CITY EMPLOYEES**

**2. PROCLAMATION**

- In Honor of Welcoming the Visiting Delegation from Antioch's Sister City of Chichibu, Saitama, Japan

***Approved, 4/0***

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

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

➤ **ANTIOCH YOUTH SERVICES – SPECIAL EVENTS**

- Sustainable Leaders in Action Presents: Green Dreams: Imagining a Sustainable Tomorrow – Summer Art Contest – Now through July 31, 2024
- Back 2 School Bowling – August 6, 2024
  - Delta Bowl, 3300 Delta Fair Boulevard, Antioch, CA

➤ **ANTIOCH RECREATION CENTER – SPECIAL EVENTS**

- Multicultural Festival – August 10, 2024
  - Williamson Ranch Park, Lone Tree Way (cross street Hillcrest Avenue), Antioch
- Summer Concert Series – August 8, 15, and 22, 2024
  - Prewett Family Park Hillside, 4701 Lone Tree Way, Antioch, CA

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

- CONTRA COSTA COUNTY MOSQUITO & VECTOR CONTROL BOARD
- ECONOMIC DEVELOPMENT COMMISSION
- PARKS AND RECREATION COMMISSION

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

**CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS**

**MAYOR’S COMMENTS**

**5. *CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency***

**A. APPROVAL OF COUNCIL MEETING MINUTES FOR JUNE 25, 2024**

***Approved, 4/0***

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

**B. APPROVAL OF COUNCIL WARRANTS**

***Approved, 4/0***

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

**C. APPROVAL OF HOUSING SUCCESSOR WARRANTS**

***Approved, 4/0***

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

**D. REJECTION OF CLAIM: A.J. JACKSON**

***Rejected, 4/0***

Recommended Action: It is recommended that the City Council reject the claim submitted by A.J. Jackson.

**E. SECOND READING – ORDINANCE ADDING CHAPTER 4 TO TITLE 4 (PUBLIC SAFETY) OF THE ANTIOCH MUNICIPAL CODE RELATING TO: **ORGANIZING, ADVERTISING, AND BEING A SPECTATOR AT** STREET RACING, SIDESHOWS, AND RECKLESS DRIVING EXHIBITIONS *(Introduced on June 25, 2024)***

***Ord. No. 2239-C-S adopted, 3/0/1-(Torres-Walker Abstained)***

Recommended Action: It is recommended that the City Council adopt the proposed ordinance adding Chapter 4 to Title 4 (Public Safety) of the Antioch Municipal Code, which prohibits **organizing, advertising, and being a spectator at** street racing, sideshows, and reckless driving exhibitions.

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

**F. AWARD OF A WEBMASTER SERVICES AGREEMENT WITH DIGITAL SERVICES**

***Reso No. 2024/97 adopted, 4/0***

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

- 1) Awarding a one-year Webmaster services agreement with Digital Services; and
- 2) Authorizing the Acting City Manager or designee to approve a consulting services agreement for one year with Digital Services for webmaster services for an amount not to exceed \$80,000.

**G. AWARD OF A WEBSITE CONTENT MANAGEMENT SYSTEM AGREEMENT WITH CIVICPLUS FOR WEB CENTRAL**

***Reso No. 2024/98 adopted, 4/0***

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

- 1) Awarding a four-year Website Content Management System (CMS) Agreement to CivicPlus for the City's website environment beginning July 23, 2024, through June 30, 2028, for a total amount not to exceed \$279,744.24;
- 2) Authorizing the Acting City Manager to execute the agreement in a form approved by the City Attorney; and
- 3) Authorizing the Acting City Manager or designee to make the necessary budget amendment to the Fiscal Year 2024/25 Information Systems Budget in the amount of \$82,460 for Website Services.

**H. SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH KLEINFELDER, INC. FOR MATERIAL TESTING AND SPECIAL INSPECTION SERVICES RELATED TO THE CONTRA LOMA ESTATES PARK RENOVATION (P.W. 298-P3)**

***Reso No. 2024/99 adopted, 4/0***

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

- 1) Approving the second amendment to the Consulting Services Agreement with Kleinfelder, Inc. for material testing and special inspection services related to the Contra Loma Estates Park Renovation ("Agreement") in the amount of \$23,360 for a total contract amount of \$147,139; and
- 2) Authorizing the Acting City Manager to execute the second amendment to the Agreement in a form approved by the City Attorney.

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

**I. ROAD MAINTENANCE AND REHABILITATION ACCOUNT (P.W. 707)**

***Reso No. 2024/100 adopted, 4/0***

Recommended Action: It is recommended that the City Council adopt a resolution approving and adopting a list of projects for submittal to the California Transportation Commission for Fiscal Year 2024/25 that are eligible for funding by SB 1: the Road Repair and Accountability Act of 2017.

**J. PART-TIME OFFICE ASSISTANT**

***Reso No. 2024/101 adopted, 4/0***

Recommended Action: It is recommended that the City Council adopt a resolution approving the allocation of \$26,290 in Fiscal Year 2024-25 to continue part-time office assistance to provide additional administrative support to the City Attorney's Office.

**K. MAYOR'S APPRENTICESHIP PROGRAM (MAP) - SELECTION OF RUBICON PROGRAMS AS THE THIRD-PARTY PROVIDER FOR PROFESSIONAL SERVICES FOR THE MAP AND AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR UP TO \$340,000**

***Reso No. 2024/102 adopted, 4/0***

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

- 1) Selecting Rubicon Programs as the third-party provider for professional services for the Mayor's Apprenticeship Program;
- 2) Authorizing the Acting City Manager or designee to execute an agreement with Rubicon Programs to provide professional services to the Mayor's Apprenticeship Program from September 1, 2024, through December 31, 2025, for an amount not to exceed \$340,000; and
- 3) Re-appropriating the Fiscal Year 2023/24 budgeted funds for the MAP program to the Fiscal Year 2024/25.

**L. APPROVAL REAPPROPRIATING UNSPENT FISCAL YEAR 2024 YOUTH NETWORK SERVICES CONTRACTUAL SERVICES TO FISCAL YEAR 2025**

***Reso No. 2024/103 adopted, 4/0***

Recommended Action: It is recommended that the City Council adopt a resolution amending the Fiscal Year 2024-25 General Fund Youth Network Services budget to reappropriate unspent contractual services from Fiscal Year 2023-24 to Fiscal Year 2024-25.

## **PUBLIC HEARING**

6. PUBLIC HEARING TO CONFIRM AND LEVY OF ANNUAL ASSESSMENTS FOR STREET LIGHT AND LANDSCAPE MAINTENANCE DISTRICTS 1 - HILLCREST; 2A - ANTIOCH/CITY WIDE; 4 - DOWNTOWN; 5 - ALMONDRIDGE; 9 - LONE TREE WAY; AND 10 - EAST LONE TREE WAY FOR FISCAL YEAR 2024/2025 (P.W. 500)

***Reso No. 2024/104 adopted, 4/0***

Recommended Action: It is recommended that the City Council adopt a resolution ordering improvements and levying annual assessments for Street Light and Landscape Maintenance Districts 1 - Hillcrest; 2A - Antioch/City Wide; 4 - Downtown; 5 - Almondridge; 9 - Lone Tree Way; and 10 - East Lone Tree Way for Fiscal Year 2024/2025.

## **COUNCIL REGULAR AGENDA**

7. CALIFORNIA ASSEMBLY BILL (AB) 844: GREEN EMPOWERMENT ZONE

***Reso No. 2024/105 adopted appointing Council Member Torres-Walker as the representative to serve a two-year term, 3/0/1-(Torres-Walker-Abstained)***

Recommended Action: It is recommended that the City Council adopt a resolution continuing the City of Antioch's participation in the Green Empowerment Zone and renewing the representative who shall serve a two (2) year term.

8. KWMA COLLECTIVE: REVIEW AND POSSIBLE RECOMMENDATION REGARDING PROPOSED CHANGE IN OWNERSHIP

***Reso No. 2024/106 adopted, 4/0***

Recommended Action: It is recommended that the City Council consider adopting a resolution to approve KWMA Collective's proposed change in ownership.

9. RESOLUTION OPPOSING THE DECOMMISSIONING OF THE ANTIOCH-PITTSBURG SAN JOAQUINS PASSENGER STOP (AMTRAK STATION)

***Reso No. 2024/107 adopted, 4/0***

Recommended Action: It is recommended that the City Council adopt a resolution opposing the decommissioning of the Antioch-Pittsburg San Joaquins Passenger Stop (Amtrak Station) in Antioch.

## **COUNCIL REGULAR AGENDA – Continued**

10. CITY COUNCIL REQUESTED DISCUSSION ITEM: POTENTIAL OF CREATION OF DIVERSITY, EQUITY, INCLUSION, AND BELONGING (DEIB) OFFICER POSITION

***Direction provided to staff to continue to pursue an assessment with the creation of this position***

Recommended Action: It is recommended that the City Council discuss and provide direction to City staff.

11. CITY COUNCIL REQUESTED DISCUSSION ITEM: POTENTIAL OF CREATION OF HEALTH AND SAFETY ANALYST POSITION FOR THE HUMAN RESOURCES DEPARTMENT

***Tabled, 4/0***

Recommended Action: It is recommended that the City Council discuss and provide direction to City staff.

## **PUBLIC COMMENTS**

## **STAFF COMMUNICATIONS**

**COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS** – *Council Members report out various activities and any Council Member may place an item for discussion and direction on a future agenda. Timing determined by Mayor and Acting City Manager – no longer than 90 days.*

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

***Motioned to adjourn meeting In Honor of Frank Rupani, Reserve Officer and Sonya Massey at 9:55 p.m., 4/0***



CITY OF  
**ANTIOCH**  
CALIFORNIA

**INTRODUCTION OF NEW CITY EMPLOYEES**

**DATE:** Regular Meeting of July 23, 2024

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

**SUBMITTED BY:** Ana Cortez, Human Resources Director *AEC*

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➤ Acting Public Works Director/City Engineer Scott Buenting would like to introduce:

- Dylan DeOliveira, General Laborer
- Zachary Lang, Collection Systems Worker I

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➤ Interim Chief of Police Brian Addington would like to introduce:

- Ryan Tryner, Police Officer
- Hunter Whitson, Police Officer
- Ricardo Mayorga Esquiviez, Police Officer
- Pedro Morales-Diaz, Police Officer
- Sara Martin, Police Dispatcher

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➤ Public Safety and Community Resources Director Tasha Johnson would like to introduce:

- Joshua Harrison, Community Engagement Coordinator

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➤ Finance Director Dawn Merchant would like to introduce:

- Shameka Shavies, Accountant I



**IN HONOR OF**  
**WELCOMING THE VISITING DELEGATION FROM**  
**ANTIOCH'S SISTER CITY OF CHICHIBU, SAITAMA, JAPAN**

**WHEREAS,**

*In 1956, President Dwight D. Eisenhower initiated a new international Sister City program for the purposes of cultural and economic exchange by establishing relationships between cities of similar size and economic base;*

**WHEREAS,**

*In the 1960s, Mayor Verne Roberts traveled with the League of California Cities to six countries, including Japan, to investigate the possibility of establishing a Sister City relationship; and at the same time, Chichibu City was seeking a sister city in California;*

**WHEREAS,**

*The two cities were likely candidates to be each other's sister city as each city had manufacturing plants, were situated near a river, had a mountain in the vicinity, and were at the edge of the economic sphere of a large metropolitan area;*

**WHEREAS,**

*In 1967, the City Council adopted a resolution formally accepting Chichibu as Antioch's Sister City, with annual exchanges occurring every year beginning in 1971 with Antioch visiting Chichibu on odd numbered years and Chichibu visiting Antioch on even numbered years; and*

**WHEREAS,**

*The 2024 delegation from Chichibu consists of 14 individuals including 10 youth, a teacher, a Chichibu City official, and two additional chaperones who will be visiting Antioch and the Bay Area from July 22-July 31, 2024.*

**NOW, THEREFORE, I, LAMAR A. HERNADEZ-THORPE, Mayor of the City of Antioch,**  
*do hereby welcome the 2024 delegation visiting from Chichibu, Japan. Antioch places great value on the friendship with our Sister City that we've enjoyed for the past 57 years and look forward to continuing this fellowship for many years to come.*

**JULY 23, 2024**

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**LAMAR A. HERNANDEZ-THORPE, Mayor**

SUSTAINABLE LEADERS IN ACTION PRESENTS:

# Green Dreams: Imagining a Sustainable Tomorrow

## SUMMER ART CONTEST!

NOW - JULY 31, 2024



ONE WINNER PER CATEGORY WILL  
WIN A \$50 TARGET GIFT CARD!  
CATEGORIES:  
ELEMENTARY | MIDDLE | HIGH SCHOOL

**Prompt:**  
TAKE A MENTAL  
SNAPSHOT OF A  
SUSTAINABLE  
TOMORROW.  
What do you see?



Visit our webpage for  
How to Enter + Rules!



[SUSTAINABLECOCO.ORG/ARTCONTEST](https://SUSTAINABLECOCO.ORG/ARTCONTEST)

# BACK 2 SCHOOL BOWLING

AUGUST 6TH | 6-8PM

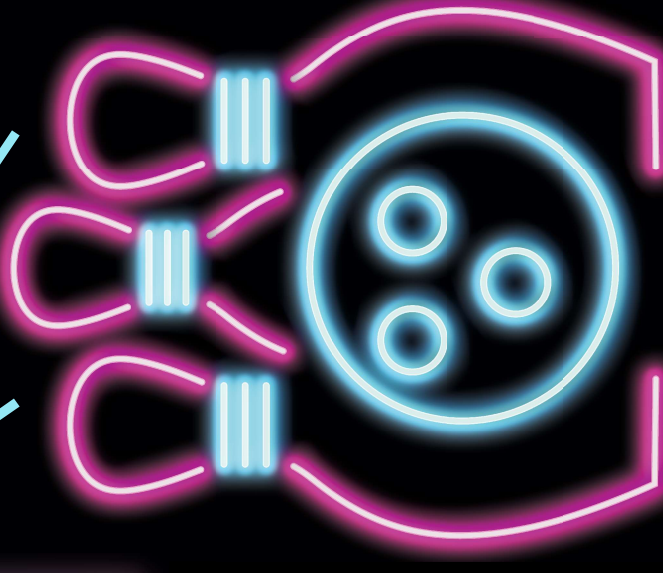
DELTA BOWL

AGES: 12-18

REGISTER BY:

8/5/24

FREE



ANTIOCH  
OPPORTUNITY LIVES HERE

FOR AUD OR ANTIOCH RESIDENTS.





**ANTIOCH**  
CALIFORNIA  
OPPORTUNITY LIVES HERE

# MULTICULTURAL FESTIVAL

**FOOD TRUCKS - LIVE PERFORMERS  
KIDS ZONE - MUSIC - LOCAL VENDORS**

**AUGUST 10, 2024 • 12:00-5:00PM  
WILLIAMSON RANCH PARK**



**TO REGISTER AS A VENDOR -OR- PERFORMER:  
[LINKTREE/BAYAREABACKYARDMOVEMENT](https://linktree.com/bayareabackyardmovement)**

**FOR EVENT DETAILS, VISIT:  
[ANTIOCHCA.GOV/MULTICULTURAL-DAY](https://antiochca.gov/multicultural-day)**



# RHYTHMS

*by the River*

## SUMMER CONCERT SERIES

Prewett Family Park Hillside

6:30PM-8:30PM

THURSDAY

8

AUGUST

CLUB 90

THURSDAY

15

AUGUST

925 BAND

THURSDAY

22

AUGUST

MAYA



**ANTIOCH**  
CALIFORNIA  
RECREATION DEPARTMENT



[ANTIOCHCA.GOV/SUMMER-CONCERT-SERIES](http://ANTIOCHCA.GOV/SUMMER-CONCERT-SERIES)



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 by **5:00 p.m. on the deadline dates listed below.**

**EXTENDED DEADLINE DATE: FRIDAY, JULY 26, 2024:**

➤ **ECONOMIC DEVELOPMENT COMMISSION**

- Two (2) vacancies, expiring June 2025
- Three (3) vacancies, expiring June 2027
- One (1) Chamber of Commerce vacancy, expiring June 2027

**DEADLINE DATE: FRIDAY, AUGUST 16, 2024:**

➤ **PARKS AND RECREATION COMMISSION**

- One (1) vacancy, expiring March 2028

**EXTENDED DEADLINE DATE: FRIDAY, AUGUST 30, 2024:**

➤ **CONTRA COSTA MOSQUITO & VECTOR CONTROL BOARD**

- One (1) vacancy, expiring April 2026

To be considered for the vacancy position(s) listed above, please fill out an application available on the City's website at <https://bit.ly/COA-BC23>. Printed applications are also available at Antioch City Hall, 200 H Street, Antioch, CA.

Please return the completed application by the deadline date listed above, by email to: [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov). You can also drop off the application (Attn: City Clerk), in the water billing drop-off box outside Antioch City Hall.



***Your interest and desire to serve our community can make a difference.***

**#4**



*Two (2) Vacancies, expiring June 2025*  
*Three (3) Vacancies, expiring June 2027*  
*One (1) Chamber of Commerce Vacancy, expiring June 2027*  
**EXTENDED Deadline Date: By 5:00 p.m., July 26, 2024**

The City of Antioch encourages residents to become involved in their local community. One way to do so is to serve on various commissions, boards, and committees. Any interested resident is encouraged to apply.

**Purpose:**

Economic Development Commission serves in an advisory capacity to the City Council in matters pertaining to economic development issues within the City and makes recommendations to the City Council and staff regarding policies, regulations, marketing, development strategies and planning activities designed to enhance the City's economic base and create quality jobs.



**Committee Seats:**

- Seven (7) Members, 4-year terms.
  - At least five (5) members shall be Antioch residents/electors. Non-resident members shall own or operate a business in the City of Antioch.
  - Members with backgrounds in commercial real estate, marketing or investment banking are strongly preferred.
  - Antioch Chamber of Commerce shall recommend one member.

**Meetings:**

Regular meetings are held at 6:00 p.m. in the Council Chambers, 200 H Street, Antioch CA.

- First Tuesday in February, April, June, September, October, and December.
- Third Tuesday in July.
- First Tuesday on an as-needed basis only, in March, May, and November.
- No Meetings are held during January or August

**Additional Requirements:**

- Commissioners are required to submit the Fair Political Practices Commission (FPPC) Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter.
- Commissioners are required to complete a 2-hour online AB1234 Ethics training course within one year of their appointment.
- Newly appointed and reappointed members are required to take an Oath of Office administered by the City Clerk.

To be considered for these volunteer position(s), a completed application must be emailed to: [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov), or mailed/delivered to the Office of the City Clerk, by the deadline date listed above. Applications are available on the City's website at: <https://bit.ly/COA-BC23>, and at the City Clerk's Office.

The City of Antioch encourages residents to become involved in their local community. One way to do so is to serve on various commissions, boards, and committees. Any interested resident is encouraged to apply.

**Purpose:**

The Parks and Recreation Commission shall have the following duties:

(A) To serve in an advisory capacity to the Council in matters pertaining to park and recreation policy and to the City Manager, the Parks and Recreation Director, and the Public Works Superintendent in matters pertaining to the administration of park and recreation functions;

(B) To survey all public and private recreation facilities and recommend a coordinated recreation program for the city;

(C) To survey the current and future recreation needs of the community and recommend such acquisitions, improvements, joint uses, programming, and financing as will provide a sound, year-round recreational program for all ages;

(D) To foster close cooperation between the city and the school district and with other agencies performing recreational activities or hiring recreational facilities to the end that duplications may be eliminated, costs may be reduced to a minimum, and the most efficient use may be made of all available facilities;

(E) To advise the Parks and Recreation Director in the preparation and submission of annual budgets and current and long-range recreational programs and capital improvements;

(F) To render an annual report to the Council as soon as practicable after June 30 of each year covering the activities of the Parks and Recreation Commission for the preceding fiscal year and its recommendations for the future; and

(G) To render such interim reports as, in the judgment of the Parks and Recreation Commission, will be useful to the Council in formulating or carrying out recreational policies or activities, or as requested by the Council. (*Ord. No. 104-C-S*)

**Meetings:**

Meetings are held on the third Thursday of every other month at 7:00 p.m., held at City Hall Council Chambers at 200 H Street.

If you are interested in pursuing volunteer positions with the City of Antioch, please complete an application and submit it via email to [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov), or mail/deliver it to the Office of the City Clerk, by the deadline date mentioned above. Applications must include your responses to the Questionnaire to be considered.

Applications are available on the City's website at: <https://bit.ly/COA-BC23>, and at the City Clerk's Office.



**EXTENDED Deadline Date: By 5:00 p.m., August 30, 2024**

The City of Antioch encourages residents to become involved in their local community. One way to do so is to serve on various commissions, boards, and committees. Any interested resident is encouraged to apply.

**Purpose:**

The Board of Trustees are officials appointed by their respective city councils to govern the Mosquito and Vector Control District knowledgeably and effectively. They serve without compensation for a term of two to four years and are highly dedicated to this community service.

Additional information regarding the responsibilities and duties are available online at [www.contracostamosquito.com](http://www.contracostamosquito.com).

**Qualifications:**

To be eligible, you must be an Antioch resident and a Contra Costa County taxpayer who is at least 18 years old and interested in any of the following areas: public health, public policy, wetlands, farming, community education, finance, personnel, or land development.

**Meetings:**

Board meets on the second Monday of every other the month starting January at 7:00 p.m., and occasionally, it may be necessary to hold a special Board meeting.

**Location:**

Meetings are to be held at the District Office address, located at 155 Mason Circle, Concord

If you are interested in pursuing volunteer positions with the City of Antioch, please complete an application and submit it via email to [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov), or mail/deliver it to the Office of the City Clerk, by the deadline date mentioned above. Applications must include your responses to the Questionnaire to be considered.

Applications are available on the City's website at: <https://bit.ly/COA-BC23>, and at the City Clerk's Office.



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

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

**June 25, 2024  
Council Chambers**

**6:15 P.M. - CLOSED SESSION**

Mayor Hernandez-Thorpe called the Closed Session to order at 6:15 P.M., and Assistant City Clerk Garcia called the roll.

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

**PLEDGE OF ALLEGIANCE**

Mayor Hernandez-Thorpe led the Pledge of Allegiance.

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – pursuant to California Government Code section 54956.9: Trent Allen, et al. v. City of Antioch, United States District Court Northern District of California, Case No. 3:23-cv-01895-TSH.
2. **PUBLIC EMPLOYMENT – RECRUITMENT OF CITY MANAGER.** This closed session is authorized pursuant to California Government Code section 54957(b).

**PUBLIC COMMENTS** – None

**ADJOURNED TO CLOSED SESSION**

Mayor Hernandez-Thorpe adjourned to Closed Session at 6:16 P.M.

**7:00 P.M. REGULAR MEETING**

Mayor Hernandez-Thorpe called the meeting to order at 7:02 P.M., and City Clerk Householder called the roll.

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

**PLEDGE OF ALLEGIANCE**

Mayor Hernandez-Thorpe led the Pledge of Allegiance.



## **CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION**

Assistant City Attorney Brace reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**, no reportable action, and **#2 PUBLIC EMPLOYMENT – RECRUITMENT OF CITY MANAGER**, no reportable action.

**ON MOTION BY COUNCILMEMBER BARBANICA, SECONDED BY COUNCILMEMBER OGORCHOCK, THE CITY COUNCIL MEMBERS PRESENT UNANIMOUSLY SUSPENDED THE RULES AND MOVED PUBLIC HEARING AGENDA ITEMS #10 and 12 TO BE HEARD AFTER COUNCIL REGULAR AGENDA ITEM #5.**

## **COUNCIL REGULAR AGENDA – Continued from June 11, 2024, Council Meeting**

### **1. CITY COUNCIL REQUESTED DISCUSSION ITEM: DISCUSSION ON STREET CAMERAS**

Councilmember Ogorchock spoke in support of expanding the street camera program and requested adding this item to the budget.

Council consensus directed staff to bring this item back to Council for consideration.

### **2. CITY COUNCIL REQUESTED DISCUSSION ITEM: POTENTIAL OF CREATION OF DIVERSITY, EQUITY, INCLUSION, AND BELONGING (DEIB) OFFICER POSITION**

Mayor Hernandez-Thorpe stated this agenda item was requested by Councilmember Torres-Walker and in her absence, he requested this item be postponed to the July 23, 2024, City Council meeting.

### **3. CITY COUNCIL REQUESTED DISCUSSION ITEM: POTENTIAL OF CREATION OF HEALTH AND SAFETY ANALYST POSITION FOR THE HUMAN RESOURCES DEPARTMENT**

Mayor Hernandez-Thorpe stated this agenda item was requested by Councilmember Torres-Walker and in her absence, he requested this item be postponed to the July 23, 2024, City Council meeting.

### **4. CITY COUNCIL REQUESTED DISCUSSION ITEM: DISCUSSION OF CALIFORNIA BUSINESS ROUNDTABLE BALLOT MEASURE**

Councilmember Ogorchock announced the taxpayer deception act would not be placed on the November 2024 ballot, and she thanked Cal Cities for working to defeat this bill.

Ralph Hernandez stated he opposed any tax increases.



Mayor Hernandez-Thorpe, for the record, explained that this item was related to a ballot measure sponsored by the California Business Roundtable which would have impacted cities negatively and the original request was for the City to take a position of opposition. He reiterated that it would no longer be on the ballot so no further action would be taken.

**5. CITY COUNCIL REQUESTED DISCUSSION ITEM: POTENTIAL DEVELOPMENT OF POLICY ON USE OF NATIVE PLANTS SPECIES FOR NEW DEVELOPMENTS**

Laura Kindsvater and Alexander Broom spoke in support of the policy and requested Council consider broadening direction to include city land and parks as well as requiring more than 70% native plants.

In response to Mayor Hernandez-Thorpe, Acting Director of Community Development Scudero stated a requirement for developers could be accomplished through a city ordinance. He reported he was unaware of any cities in California having a 70% native species requirement.

Council consensus directed staff to bring back policies on the use of native plant species for the City and developers for Council consideration.

The following written public comments for this agenda item were entered into the record and forwarded to Council prior to the June 11, 2024, meeting. They were also sent to Council prior to the June 25, 2024, Council meeting: Katharine Bierce, Sandra Nevala-Lee, Native Plant Resource Team / Eden Garden Club, Lucy Meinhardt, Jacquelyn Higgins, Laura Kindsvater, Antioch Resident, Kristina Gutilla, Captain, Alexander Broom, Antioch resident, Jeanne Phillippe Marie / President and Diana Jeffery PhD /Administrative Director / California Native Grassland Association.

The following public comments submitted in writing prior to the June 25, 2024, City Council meeting were entered into the record from the following individuals: Laura Kindsvater, John Hessler, Douglas Wilson, Dawn McElroy, Jane Shearrer, Dennis Daigle, Emily Bonzi, Laurence White, Diane Mattson, Richard Bernard, Vince Augusta, Rosanne Carey, Kacy Torres, Lucile Meinhardt, Carol Davis, Margaret Magstadt, Alexander Broom and Adam Lucas, Antioch residents, Juan Pablo Galvan Martinez, Concord resident, Virginia Phelps, Mountain View resident, Claudia Hien, Concord resident, Kathryn Felter, Belmont resident, Wilma Wool, Sunnyvale resident, Martha Jackson, Richmond resident, Alexandra Theodotou, Daly City resident, Kim Hayes, San Jose resident, Janet Galen, Menlo Park resident, Anna Maj, Santa Clara, Virginia Northrop, Richmond resident, Tracy Taylor, Richmond resident, Maria Yonamine, Sunnyvale resident, Melanie Cross, Palo Alto resident, Susan Hinton, Santa Clara resident, Anita Pereira, Richmond resident, Esme Howard, Berkeley resident, Dan Johnson, Albany resident, Katharine Bierce, Albany resident, Sriatha Gollapalli, Orinda resident, juliebenson58, Oakland resident, Orianna Demasi, Emeryville resident, Kristy Brady, Oakland resident, Kathryn Choudhury, Moraga resident, Catherine Worley, Pamala Austin, El Cerrito resident and Robin Mitchell, El Cerrito resident.

**PUBLIC HEARING / CITY OF ANTIOCH COUNCIL MEMBERS ACTING AS HOUSING SUCCESSOR TO THE ANTIOCH DEVELOPMENT AGENCY**

**10. PUBLIC HEARING TO REVIEW THE FISCAL YEAR 2024-25 ACTION PLAN FOR EXPENDING FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANTS (“CDBG”), LOCAL HOUSING SUCCESSOR, PERMANENT LOCAL HOUSING ALLOCATION (“PLHA”) AND ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (“EECBG”) FUNDING AND AMENDING THE FISCAL YEAR 2024-25 BUDGET**

Director of Public Safety and Community Resources Johnson introduced CDBG/Housing Consultant House who presented the staff report dated June 25, 2025 recommending the City of Antioch as the Housing Successor to the Antioch Development Agency 1) Approve the funding recommendations of the Community Development Block Grant (“CDBG”) Committee and adopt the resolution approving \$4,050,000 in Housing Successor funding for homeless services and development of affordable housing outlined in the Fiscal Year 2024-25 Annual Action Plan and authorizing the necessary Fiscal Year 2024/25 budget adjustments. 2) Approve the funding recommendations of the Community Development Block Grant (“CDBG”) Committee and adopt the resolution approving the substantial amendments to the Fiscal Year 2023-24 Action Plan Downtown Roadway Project to reallocate \$395,436.34 and the Fiscal Year 2021-22 Action Plan to reallocate \$215,549.85 of remaining funds in the Downtown Roadway Project for a total of \$610,896.19 to be utilized for the development of affordable supportive housing for extremely low-income and homeless households and authorizing the necessary Fiscal Year 2024/25 budget adjustments. 3) Approve the funding recommendations of the Community Development Block Grant (“CDBG”) Committee and adopt the resolution approving the Fiscal Year 2024-25 City of Antioch Action Plan which encompasses CDBG Entitlement funds, prior year reallocated funds, use of CDBG Corona Virus (“CDBG-CV”) funds, PLHA, EECBG and Housing Successor funds totaling \$6,454,180 to address identified high priority needs of lower income residents of the City of Antioch and authorizing the necessary Fiscal Year 2024/25 budget adjustments.

Mayor Hernandez-Thorpe opened the public hearing.

Andrew Becker spoke in support of the City allocating General Fund dollars for shelter housing. He also asked several questions of the developers for the proposed affordable supportive housing projects.

Pastor Kirkland Smith gave an overview of the Novin Development for Grace Commons project and stated he was excited for the opportunity to provide resources for Antioch residents.

Jasmine Tarkoff, Hope Solutions, discussed services they provided and their proposed permanent supportive housing project. She expressed her appreciation to staff for their recommendation to support this project.

Iris Grace spoke in support of the Grace Commons project and the use of successor agency funds for their proposal. She discussed partnerships that enabled them to bring forward a project that provided property management and support providers.

Patricia Granados spoke in support of reallocating funds from the Antioch Police Department for community projects.

An unidentified speaker spoke in support of quality affordable housing projects.

Kamilah Miller questioned what the qualifications were for obtaining housing and how the public would be informed of housing options.

Ralph Hernandez voiced his opposition to the City funding the current unhoused resident housing projects in Antioch and Pittsburg. He expressed concern for the use of City money without the ability to evaluate what would be provided.

Mayor Hernandez-Thorpe closed the public hearing.

In response to Councilmember Barbanica, Acting Director of Public Works/City Engineer Buenting explained that moving money from one fund to another would not impact future public works projects.

CDBG/Housing Consultant House clarified the total investment in newly constructed affordable housing units and explained that the city was investing CDBG money as a loan to provide housing for approximately 250 individuals.

Councilmember Barbanica added that the subcommittee had invested a lot of time into discussing how to make the biggest impact with CDBG funds and after vetting both applicants, they determined that loaning \$4M for permanent long-term housing would be appropriate.

CDBG/Housing Consultant House noted that the period of affordability was 55 years. She also reviewed the timeline for the projects as well as the housing rehabilitation loan and emergency grant programs.

Councilmember Ogorchock requested vendors work diligently with lenders to streamline the process.

Mayor Hernandez-Thorpe thanked staff for their hard work, the CDBG Committee for their recommendations and recognized those who advocate for Antioch. He stressed that the City deployed multiple strategies to address the needs of the unhoused community and thanked the public for their support.

Councilmember Barbanica thank staff for their hard work.

Assistant City Attorney Brace announced there was inadvertent omission of language relating to giving authority to the Acting City Manager to execute the contracts and requested that language be added to the motion.

**RESOLUTION NO. 2024/83**

On motion by Councilmember Barbanica, seconded by Councilmember Ogorchock the City Council members present unanimously approved the funding recommendations of the Community Development Block Grant ("CDBG") Committee and adopted the resolution approving \$4,050,000 in Housing Successor funding for homeless services and development of affordable housing outlined in the Fiscal Year 2024-25 Annual Action Plan and authorizing the necessary Fiscal Year 2024/25 budget adjustments and giving authority to sign the agreement to the Acting City Manager.

**RESOLUTION NO. 2024/84**

On motion by Councilmember Barbanica, seconded by the City Council members present unanimously approved the funding recommendations of the Community Development Block Grant ("CDBG") Committee and adopted the resolution approving the substantial amendments to the Fiscal Year 2023-24 Action Plan Downtown Roadway Project to reallocate \$395,436.34 and the Fiscal Year 2021-22 Action Plan to reallocate \$215,549.85 of remaining funds in the Downtown Roadway Project for a total of \$610,896.19 to be utilized for the development of affordable supportive housing for extremely low-income and homeless households and authorizing the necessary Fiscal Year 2024/25 budget adjustments.

**RESOLUTION NO. 2024/85**

On motion by Councilmember Barbanica, seconded by the City Council members present unanimously approved the funding recommendations of the Community Development Block Grant ("CDBG") Committee and adopted the resolution approving the Fiscal Year 2024-25 City of Antioch Action Plan which encompasses CDBG Entitlement funds, prior year reallocated funds, use of CDBG Corona Virus ("CDBG-CV") funds, PLHA, EECBG and Housing Successor funds totaling \$6,454,180 to address identified high priority needs of lower income residents of the City of Antioch and authorizing the necessary Fiscal Year 2024/25 budget adjustments.

Councilmember Barbanica congratulated Pastor Kirkland Smith and Jasmine Tarkoff.

**12. INTRODUCE THE ORDINANCE ADDING CHAPTER 4 TO TITLE 4 (PUBLIC SAFETY) OF THE ANTIOCH MUNICIPAL CODE RELATING TO:**

- (1) ORGANIZING, ADVERTISING, AND BEING A SPECTATOR AT STREET RACING, SIDESHOWS, AND RECKLESS DRIVING EXHIBITIONS OR**
- (2) ORGANIZING AND ADVERTISING STREET RACING, SIDESHOWS, AND RECKLESS DRIVING EXHIBITIONS**

Assistant City Attorney Brace presented the staff report dated June 25, 2024 recommending the City Council introduce, waive the first reading, and read by title only, the proposed ordinance: 1) Adding Chapter 4 to Title 4 (Public Safety) to the Antioch Municipal Code, which prohibits organizing, advertising, and being a spectator at street racing, sideshows, and reckless driving exhibitions (Attachment A to the Staff Report). OR 2) Adding Chapter 4 to Title 4 (Public Safety)

to the Antioch Municipal Code, which prohibits organizing and advertising street racing, sideshows, and reckless driving exhibitions (Attachment B to the Staff Report).

Mayor Hernandez-Thorpe opened the public hearing.

An unidentified speaker, Tachina Garrett, Devin Williams and Laura Kindsvetter opposed a sideshow ordinance that included spectators.

Ralph Hernandez, Antioch resident, spoke in support of the proposed ordinance that included spectators.

Kimberly. Payton encouraged Council to consider the definition of a spectator if they choose to support the ordinance that included them.

Andrew Becker suggested a city-based appeal process for individuals issued citations.

Gavin Payton, NAACP, questioned if the ordinance would address vandalism that occurred during a sideshow.

An unidentified speaker suggested differentiating spectators from spectator participants.

Public comments submitted in writing were entered into the record from the following individuals: Anthony Rubio, Antioch resident, Michael Downey, Deborah Cullen, tim winn, James, Antioch resident and Alexander Broom.

Mayor Hernandez-Thorpe closed the public hearing.

Councilmember Ogorchock suggested the following items be added to the ordinance: increased fines, no release of vehicles involved in sideshows until court date and reimbursement for city resources.

Councilmember Wilson suggested Council discuss at a future meeting the root cause for these events.

Following discussion, Council consensus supported the ordinance relating to organizing, advertising, and being a spectator at street racing, sideshows and reckless driving expeditions.

A motion was made by Councilmember Ogorchock to introduce, waive the first reading, and read by title only, the proposed ordinance: Adding Chapter 4 to Title 4 (Public Safety) to the Antioch Municipal Code, which prohibits organizing, advertising, and being a spectator at street racing, sideshows, and reckless driving exhibitions with the addition of: no release of vehicles involved in sideshows until court dates and reimbursement of use of resources.

In response to Councilmember Barbanica, Assistant City Attorney Brace stated staff would need to conduct further research with regards to impoundment and reimbursement expenses.

With the lack of a second, the previous motion died.

On motion by Councilmember Barbanica, seconded by Councilmember Ogorchock the City Council members present unanimously introduced, waived the first reading, and read by title only, the proposed ordinance: Adding Chapter 4 to Title 4 (Public Safety) to the Antioch Municipal Code, which prohibits organizing, advertising, and being a spectator at street racing, sideshows, and reckless driving exhibitions (Attachment A to the Staff Report).

Mayor Hernandez-Thorpe declared a recess at 9:14 P.M. The meeting reconvened at 9:21 P.M. with all Councilmembers present with the exception of Councilmember Torres-Walker who was previously reported as absent.

Councilmember Ogorchock requested staff bring back the following revisions for the ordinance: adding Chapter 4 to Title 4 (Public Safety) to the Antioch Municipal Code: no release of vehicles involved in sideshows until court date, reimbursement of use of resources and increased fines.

There was no consensus to bring the revisions back to Council for consideration.

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

Acting Assistant City Manager Helfenberger announced the following civic and community events:

- 4th of July Celebration Parade and Fireworks Antioch Rivertown – July 4, 2024
- Summer Outdoor Movie Nights at Prewett Family Park – July 11, 18, and 25, 2024

Director of Public Safety and Community Resources Johnson on behalf of the Antioch Council of Teens announced the following civic and community events:

- Antioch Council of Teens Meeting – Second and Fourth Wednesday of the month at the Antioch Water Park
- Teen Swim Night – at Antioch Water Park - July 10, 2024

Andrew Becker suggested the City utilized the billboard located on city property on Delta Fair Blvd. to announce community events.

Alexander Broom announced Contra Costa Community Resource Conservation District Creek Cleanup Event would be held on July 7, 2024

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

City Clerk Householder announced the following Board and Commission openings.

- Contra Costa Mosquito & Vector Control Board
- Economic Development Commission



For more information and to apply, visit the City's website.

## **PUBLIC COMMENTS**

Tachina Garrett, ACCE Antioch, expressed concern that the swimming pool at the Delta Pines Apartments remained closed and requested the City assist the residents in addressing this issue.

Danny expressed concern regarding incidents involving a neighbor who was feeding feral cats in his neighborhood and stated that he had filed a report with APD; however, he had not received a response.

Councilmember Barbanica informed the previous speaker that the police officer he had contacted was no longer an employee and suggested contacting Interim Police Chief Addington for follow up.

Ralph Hernandez expressed concern regarding the removal of a mural on 4<sup>th</sup> street.

Environmental Resource Coordinator Haas-Wajdowicz announced the City was in the process of updating the Climate Action and Resilience Plan and introduced the Civic Spark Fellow / Project Manager. She announced they were conducting community surveys.

Gavin Payton, NAACP, reported on the California/Hawaii Youth and College Division presentation on homelessness.

An unidentified speaker expressed concern regarding pedestrian fatalities. He discussed the need for bus shelters and dedicated bicycle lanes. He commented that a mural project should have come to Council prior to being removed.

## **CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS**

Councilmember Barbanica reported on his attendance at the CDBG Standing Committee meeting. He provided a history and the status of the mural project on 4<sup>th</sup> Street. He also reported on his attendance at Fire Department Station 81 push-in ceremony and the opening of a new fire station in East County.

Councilmember Ogorchock reported on her attendance at Fire Department Station 81 push-in ceremony and the Cal Cities Policy Committee meeting. She requested staff add listocalifornia.org to a list of City resources.

Councilmember Wilson reported Tri Delta Transit would be meeting on June 26, 2024.

## **MAYOR'S COMMENTS**

Mayor Hernandez-Thorpe announced Tri Delta Transit would be meeting on June 26, 2024. He reported on his attendance at the U.S. Conference of Mayors as well as a meeting he attended

with residents related to issues within the community. He announced minutes of the community meeting had been sent out to Councilmembers.

## **8. PRESENTATION**

Environmental Resource Coordinator Haas-Wajdowicz introduced Morgan Chow / Environmental Program Manager, Annie Merritt / Environmental Scientist, representing Delta Stewardship Council who gave the Delta Adapts: Climate Adaptation Plan for the Sacramento–San Joaquin Delta Presentation.

Laura Kindsvater questioned which park, school and bridges were at risk.

Alexander Broom questioned if impacts to the wells had been considered.

Morgan Chow / Environmental Program Manager and Annie Merritt / Environmental Scientist, responded to inquiries from the speakers and Council.

Councilmember Wilson encouraged the Delta Stewardship Council to reach out to the Delta Diablo Sanitation District.

Mayor Hernandez-Thorpe thanked the Delta Stewardship Council for the presentation.

## **9. CONSENT CALENDAR**

**A. APPROVAL OF COUNCIL MEETING MINUTES FOR MAY 28, 2024**

**B. APPROVAL OF COUNCIL MEETING MINUTES FOR JUNE 11, 2024**

**C. APPROVAL OF COUNCIL WARRANTS**

**D. APPROVAL OF TREASURER’S REPORT FOR MARCH 2024**

**E. APPROVAL OF TREASURER’S REPORT FOR APRIL 2024**

**F. RESOLUTION NO. 2024/86 STATEMENT OF INVESTMENT POLICY**

**G. REJECTION OF CLAIMS: AARON WASHINGTON, DMITRIY SHORNIKOV AND JUSTINE BOBO**

**H. RESOLUTION NO. 2024/87 REQUESTING AND CONSENTING TO THE CONSOLIDATION OF ELECTIONS AND SETTING SPECIFICATIONS OF THE ELECTION ORDER FOR THE NOVEMBER 5, 2024, STATEWIDE GENERAL MUNICIPAL ELECTION FOR ELECTED OFFICIALS – MAYOR, COUNCIL MEMBERS DISTRICT 2 AND DISTRICT 3, CITY CLERK AND CITY TREASURER**

- I. **RESOLUTION NO. 2024/88 AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT WITH CHECK PROCESSORS INC. FOR LOCKBOX SERVICES**
- J. **RESOLUTION NO. 2024/89 SECOND AMENDMENT TO THE CONSTRUCTION AGREEMENT WITH CRUSADER FENCE COMPANY FOR THE ANTIOCH WATER PARK PERIMETER FENCE REPAIR (P.W. 567-11)**
- K. **RESOLUTION NO. 2024/90 AWARD OF AN AGREEMENT TO A&A PAVING CO., INC. FOR THE ASPHALT OVERLAY OF DEERFIELD CORRIDOR, LARKSPUR, LEXINGTON, AND ALMONDRIDGE TRAILS**
- L. **RESOLUTION NO. 2024/91 APPROVAL OF A PURCHASE ORDER WITH BADGER METER, INC. FOR WATER METERS AND REPAIR PARTS**
- M. **RESOLUTION NO. 2024/92 APPROVING THE NOTICE OF RELEASE OF AGREEMENT REGARDING DEFERRED DEVELOPMENT IMPACT FEES AND AUTHORIZING THE ACTING CITY MANAGER OR DESIGNEE TO EXECUTE AND FILE SAID NOTICE OF RELEASE FOR THE AMCAL FAMILY/SENIOR APARTMENTS PROJECT (P.W. 371-RA-57)**
- N. **RESOLUTION NO. 2024/93 ACCEPTING COMPLETED IMPROVEMENTS, AUTHORIZING FILING NOTICE OF COMPLETION AND AUTHORIZING RELEASE OF BONDS FOR PARK RIDGE UNITS 6 AND 7 SUBDIVISION, TRACT NO. 9563 & 9564, DAVIDON HOMES (P.W. 674-6 & 674-7)**
- O. **RESOLUTION NO. 2024/94 CONTRACT EXTENSION FOR THE CALIFORNIA VIOLENCE INTERVENTION & PREVENTION (“CALVIP”) PROGRAM OUTREACH, PROGRAM DESIGN AND IMPLEMENTATION WITH ONE DAY AT A TIME (“ODAT”) WITH FISCAL SPONSOR COMMUNITY INITIATIVES**
- P. **RESOLUTION NO. 2024/95 AGREEMENT WITH MOTOROLA SOLUTIONS FOR THE SOLE-SOURCE PURCHASE OF HANDHELD TWO-WAY RADIOS FOR EMERGENCY COMMUNICATIONS AND THE APPROVAL OF A SUBSCRIBER SERVICES AGREEMENT FOR RELATED WIRELESS RADIO SERVICES FOR A TOTAL NOT TO EXCEED \$995,229.18**

Councilmember Ogorchock initially made a motion to approve the Consent Calendar, which was seconded by Councilmember Wilson; however, upon discovering that a speaker wished to make a public comment on Item L, the motion died.

**Item L** – Ralph Hernandez suggested the City offer residents the opportunity to purchase their water meters or pay for the actual cost of replacement.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council members present unanimously approved the Council Consent Calendar.

**PUBLIC HEARING / CITY OF ANTIOCH COUNCIL MEMBERS ACTING AS HOUSING SUCCESSOR TO THE ANTIOCH DEVELOPMENT AGENCY – Continued**

**11. RESOLUTION APPROVING AND ADOPTING THE PROPOSED FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM 2024-2029 (P.W. 150-24)**

Acting Director of Public Works/City Engineer Buening presented the staff report dated June 24, 2024, recommending the City Council adopt a resolution: 1) Approving and adopting the Five-Year Capital Improvement Program 2024-2029; and 2) Authorizing the Acting City Manager or his designee to carry over and re-appropriate all remaining Fiscal Year 2023/24 Capital Improvement Program budgets to the Fiscal Year 2024/25 Operating Budget.

Mayor Hernandez-Thorpe opened and closed the public hearing with no members of the public requesting to speak.

Councilmember Ogorchock requested the I Street Improvements go back to the Amtrak Improvements.

**RESOLUTION NO. 2024/96**

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council members present unanimously adopted a resolution: 1) Approving and adopting the Five-Year Capital Improvement Program 2024-2029; and 2) Authorizing the Acting City Manager or his designee to carry over and re-appropriate all remaining Fiscal Year 2023/24 Capital Improvement Program budgets to the Fiscal Year 2024/25 Operating Budget.

**COUNCIL REGULAR AGENDA**

**13. CITY COUNCIL REQUESTED DISCUSSION ITEM: DISCUSSION REGARDING CLOSURE OF THE ANTIOCH AMTRAK STATION**

Tachina Garrett and Eddie Gums, ACCE Antioch. spoke in support of keeping the Antioch Amtrak Station open.

Councilmember Ogorchock stated she had requested this item to come forward for Council consideration after discussing the matter with community members. She requested staff bring forward a resolution for the next meeting regarding the need for the station to remain in Antioch.

Mayor Hernandez-Thorpe stated it was important the resolution included language that the City Council was never asked their opinion on decommissioning of the station.

Council consensus directed staff to bring back a resolution in support of keeping the Amtrak Station open.

**PUBLIC COMMENT – None**

## STAFF COMMUNICATIONS

Acting City Manager Reed announced that the July 9, 2024, City Council meeting was not scheduled due to summer break and the next regularly scheduled meeting would be held on July 23, 2024.

## COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS

Councilmember Ogorchock requested the following items be agendized for Council consideration:

- Update on emergency alert system
- Senior Ad Hoc Committee
- Mural and Utility box maintenance and the city's responsibilities

## ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council members present unanimously adjourned the meeting at 10:27 P.M.

Respectfully submitted:

Kitty Eiden  
KITTY EIDEN, Minutes Clerk



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
JUNE 14 - JULY 11, 2024  
FUND/CHECK#

**100 General Fund**

***Non departmental***

00413468	AFLAC	PAYROLL	6,554.46
00413496	CALIFORNIA POLICE CHIEFS ASSOC	2024-2025 DUES-ADDINGTON	1,945.00
00413509	COPWARE INC	PD SITE LICENSES	3,200.00
00413526	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	47,066.70
00413568	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	3,591.25
00413574	EMPLOYEE	CHECK REPLACEMENT	63.63
00413606	24 HOUR FITNESS #00803	PAYROLL	37.79
00413647	ENERGY SERVICE PARTNERS	REFUND CBSC FEE	4.25
00413664	IN SHAPE HEALTH CLUBS	PAYROLL	368.99
00413667	IPERMIT	REFUND CBSC FEE	10.19
00413676	LIFE INSURANCE CO OF NORTH AMERICA	PAYROLL	5,150.60
00413682	MUNICIPAL POOLING AUTHORITY	PAYROLL	2,332.33
00413683	MUNICIPAL POOLING AUTHORITY	PAYROLL	1,108.80
00413688	OPERATING ENGINEERS LOCAL NO 3	PAYROLL	4,761.00
00413692	PARS	PAYROLL	13,376.43
00413696	RENEWAL BY ANDERSON	REFUND SMIP FEE	4.19
00413704	SERVICE CHAMPIONS	REFUND SMIP FEE	3.08
00413715	STANTEC CONSULTING SERVICES INC	CONSULTING SERVICES	2,768.00
00413716	STATE OF CALIFORNIA	PAYROLL	120.00
00413831	HORNE	UNAPPLIED PAYMENT REFUND	11,935.63
00413833	INTL ASSOC OF CHIEFS OF POLICE	FY25 MEMBERSHIP	1,225.00
00413852	NANVALL LLC	REFUND BALANCE OF DEPOSIT	540.65
00413865	QUADIENT LEASING USA INC	POSTAGE	2,000.00
00413900	AFLAC	INSURANCE PREMIUM	6,554.46
00413936	COLONIAL LIFE	MONTHLY PREMIUM	1,136.98
00413938	CONTRA COSTA COUNTY	PAYROLL	50.00
00413963	LIFE INSURANCE CO OF NO AMERICA	PAYROLL	5,216.30
00413982	PARS	PAYROLL	16,710.87
00414004	STANTEC CONSULTING SERVICES INC	CONSULTING SERVICES	3,712.00
00414009	STATE OF CALIFORNIA	PAYROLL	120.00
00948499	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL	550.00
00948500	ANTIOCH POLICE OFFICERS ASSOC	PAYROLL	17,587.54
00948501	ANTIOCH PW EMPLOYEE'S ASSOC	PAYROLL	2,450.00
00948510	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	43,572.04
00948516	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	27,437.80
00948722	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	42,867.04
00948730	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	27,509.24

***City Council***

00413507	CONTRA COSTA TELEVISION	COUNCIL SPECIAL MEETING	467.46
00413510	COSTCO	VARIOUS BUSINESS EXPENSES	330.97
00413605	THORPE, LAMAR A	PER DIEM	288.00
00413722	VERIZON WIRELESS	DATA USAGE	94.55
00413802	COSTCO	VARIOUS BUSINESS EXPENSES	259.44

***City Attorney***

00413497	CANON FINANCIAL SERVICES	COPIER LEASE	140.68
00413526	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	408.10



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
JUNE 14 - JULY 11, 2024  
FUND/CHECK#

00413560	OFFICE DEPOT INC	OFFICE SUPPLIES	15.82
00413620	BERTRAND FOX ELLIOT OSMAN & WENZEL	LEGAL SERVICES RENDERED	321.50
00413621	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	12,823.59
00413659	HANSON BRIDGETT LLP	LEGAL SERVICES RENDERED	108,542.65
00413670	JACKSON LEWIS PC	LEGAL SERVICES RENDERED	8,526.00
00413681	MEYERS NAVE A PROFESSIONAL CORP	LEGAL SERVICES RENDERED	174,875.25
00413695	REDWOOD PUBLIC LAW LLP	LEGAL SERVICES RENDERED	1,968.00
00413697	RICHARD JONES A PRO LAW CORP	LEGAL SERVICES RENDERED	132.50
00413718	TELECOM LAW FIRM PC	LEGAL SERVICES RENDERED	6,622.40
00413917	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	18,797.48
00413921	BURKE WILLIAMS & SORENSEN LLP	LEGAL SERVICES RENDERED	2,726.00
00413955	HANSON BRIDGETT LLP	LEGAL SERVICES RENDERED	33,479.80
00413959	JACKSON LEWIS PC	LEGAL SERVICES RENDERED	862.50
00413961	LAW OFFICE OF RUTHANN G ZIEGLER	LEGAL SERVICES RENDERED	3,135.00
00413970	MICHAEL H ROUSH	LEGAL SERVICES RENDERED	750.00
00414015	TELECOM LAW FIRM PC	LEGAL SERVICES RENDERED	343.75
00948701	COMPUTERLAND	SUPPLIES	188.56
00948719	DELL COMPUTER CORP	COMPUTER EQUIPMENT	2,514.22
<b>City Manager</b>			
00413471	AMBIUS	PLANT SERVICE	374.92
00413497	CANON FINANCIAL SERVICES	COPIER LEASE	140.69
00413510	COSTCO	VARIOUS BUSINESS EXPENSES	144.00
00413539	ICMA	ICMA MEMBERSHIP - REED	200.00
00413722	VERIZON WIRELESS	DATA USAGE	105.17
00413763	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	100.42
00413802	COSTCO	VARIOUS BUSINESS EXPENSES	24.12
00413912	ANTIOCH CHAMBER OF COMMERCE	BUSINESS DIRECTORY	1,200.00
00413999	SHIELD PROTECTION & PUBLIC SAFETY	SECURITY SERVICES	6,691.50
00948506	KANTAK, ASHWINI	PROFESSIONAL SERVICES	780.00
<b>City Clerk</b>			
00413560	OFFICE DEPOT INC	OFFICE SUPPLIES	222.75
00413607	ACCONTEMPS	TEMP SERVICES	4,331.79
00413646	EIDEN, KITTY J	TRANSCRIPTION SERVICES	2,137.00
00413898	ACCONTEMPS	TEMP SERVICES	1,873.21
00413991	ROSALES, VANESSA ROSE	EXPENSE REIMBURSEMENT	49.18
00948502	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	436.50
<b>City Treasurer</b>			
00413687	OFFICE DEPOT INC	OFFICE SUPPLIES	355.55
<b>Human Resources</b>			
00413515	DIABLO LIVE SCAN LLC	FINGERPRINTS	1,680.00
00413523	FEDEX	SHIPPING	65.91
00413537	HIRERIGHT GIS INTERMEDIATE CORP INC	BACKGROUND SCREENING SVS	204.93
00413540	IEDA INC	CONTRACTS PROFESSIONAL	5,637.32
00413560	OFFICE DEPOT INC	OFFICE SUPPLIES	111.11
00413586	STERICYCLE INC	MAY 2024 SHRED IT SERVICE	351.08
00413601	WORXTIME LLC	WORXTIME	4,254.27
00413628	CANON FINANCIAL SERVICES	COPIER LEASE	278.43
00413784	CALIF DEPARTMENT OF JUSTICE	FINGERPRINTS	3,092.00





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00413816	FEDEX	SHIPPING	69.09
00413828	HAWTHORNE, STANLEY	EXPENSE REIMBURSEMENT	1,620.63
00413856	OFFICE DEPOT INC	OFFICE SUPPLIES	123.29
00413976	OFFICE DEPOT INC	OFFICE SUPPLIES	520.06
00948711	UBEO BUSINESS SERVICES	COPIER USAGE	738.88
<b>Economic Development</b>			
00413497	CANON FINANCIAL SERVICES	COPIER LEASE	140.68
00413508	CONWAY DATA INC	MARKETING	7,000.00
00413593	THOMAS DUM REAL ESTATE APPRAISERS	APPRAISALS FEE	3,650.00
00413722	VERIZON WIRELESS	DATA USAGE	105.02
00413884	SWEET, BRET ALEXANDER	EXPENSE REIMBURSEMENT	91.86
00948493	GIS PLANNING INC	GIS SERVICES	7,825.00
<b>Finance Administration</b>			
00413629	CHAUDHARY, RASHILA PRANAV	EXPENSE REIMBURSEMENT	93.41
00413763	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	98.00
00413933	CHAUDHARY, RASHILA PRANAV	EXPENSE REIMBURSEMENT	59.97
<b>Finance Accounting</b>			
00413526	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	124.82
00413763	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	29.17
00413773	BADAWI & ASSOCIATES	AUDIT SERVICES	29,715.75
00948726	SUPERION LLC	ASP SERVICES	44,545.88
<b>Finance Operations</b>			
00413694	QUADIENT LEASING USA INC	LEASE MAILING SYSTEM	1,403.39
00948708	PITNEY BOWES INC	INSERTER MACHINE LEASE	1,503.49
<b>Non Departmental</b>			
00413563	PACIFIC CREDIT SERVICES	COLLECTION FEES	270.00
00413763	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	286.16
00413772	BACKYARD CARNIVALS LLC	AMUSEMENT RIDE JULY 4TH	16,100.00
00413779	BROWN SR, BUFORD	JULY 4TH FOOD	2,400.00
00413799	CC FIRE PROTECTION DISTRICT	FIRE PERMIT FOR 7/4/24 EVENT	632.00
00413811	DPH SOUND AND LIGHTING	SOUND FOR JULY 4TH	6,387.92
00413818	FOREVERLAND LLC	PROFESSIONAL SERVICES	5,000.00
00413848	METZ ENTERTAINMENT GROUP LLC	ENTERTAINMENT FOR JULY 4TH	4,000.00
00413866	QUALITY OVER QUANTITY SOUND	DJ FOR KID ZONE JULY 4TH	1,000.00
00413896	WAGeworks	ADMIN FEE 6/2024	476.00
00413981	PARS	PD SUPP PLAN VALUATION	8,000.00
00948713	ALLIANT INSURANCE SERVICES	24/25 EARTHQUAKE PREMIUM	168,183.40
<b>Public Works Administration</b>			
00413763	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	231.87
00413829	HOME DEPOT, THE	TOOLS AND HARDWARE	333.59
00413931	CALIF, STATE OF	USE TAX REMITTANCE	7.52
<b>Public Works Street Maintenance</b>			
00413526	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	182.90
00413535	HAWTHORN VENTURES LLC	UNIFORMS	130.48
00413598	WESTERN PACIFIC TRUCK SCHOOL	COMMERCIAL LIC TRAINING	9,990.00
00413609	ALLSTEEL INC	FURNITURE	5,897.53
00413615	ANRAK CORPORATION	ASPHALT GRINDING	19,200.00
00413633	CONSTRUCTION ZONE LLC, THE	CORRUGATED PLASTIC SIGN	685.94



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00413639	COUNTY ASPHALT	ASPHALT	7,147.90
00413644	DISPENSING TECHNOLOGY CORP	SUPPLIES	13,624.57
00413665	INTERSTATE SALES	STREET SUPPLIES	1,698.58
00413671	KIE-CON INC	BLOCKS	870.00
00413702	SCA OF CA, LLC	SWEEPING SERVICES	10,461.60
00413706	SHARJO LLC	ABATEMENT SERVICES	13,124.38
00413722	VERIZON WIRELESS	DATA USAGE	90.67
00413728	ZAP MANUFACTURING INC	STREET SIGNS	10,305.34
00413763	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	17.10
00413767	ANRAK CORPORATION	ASPHALT GRINDING	300.00
00413829	HOME DEPOT, THE	SUPPLIES	381.43
00413843	LOWES COMPANIES INC	SUPPLIES	595.53
00413911	ANTIOCH BUILDING MATERIALS	PEST CONTROL SERVICES	599.49
00413931	CALIF, STATE OF	USE TAX REMITTANCE	414.26
00413993	SCA OF CA, LLC	SWEEPING SERVICES	20,923.20
00413996	SHARJO LLC	ABATEMENT SERVICES	25,874.68
00414012	SUBURBAN PROPANE	PROPANE	480.98
00948502	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	220.19
00948709	QUENVOLDS	SAFETY SHOES, NORTHAM, T	299.62
<b>Public Works-Signal/Street Lights</b>			
00413541	JAM SERVICES INC	ELECTRICAL EQUIPMENT	49,936.25
00413564	PACIFIC GAS AND ELECTRIC CO	CHECK REPLACEMENT	148.97
00413619	AT AND T MCI	PHONES	628.15
00413634	CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINT	187,745.90
00413691	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	11,621.53
00413860	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,374.33
00413979	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	582.49
00413980	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	11,148.63
00948503	CONSOLIDATED ELECTRICAL DIST INC	ELECTRICAL SUPPLIES	37,633.28
<b>Public Works-Facilities Maintenance</b>			
00413473	AMERICAN PLUMBING INC	PLUMBING SERVICES	24,125.00
00413522	EXPRESS AIR TESTING INC	ASBESTOS SURVEY/SAMPLES	748.00
00413564	PACIFIC GAS AND ELECTRIC CO	CHECK REPLACEMENT-GAS	1,167.88
00413571	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	455.35
00413613	ANE RACK AND SHELVING INC	LABOR	14,240.39
00413619	AT AND T MCI	PHONES	85.81
00413678	M AND L OVERHEAD DOORS	REPAIR SERVICES	16,649.60
00413687	OFFICE DEPOT INC	OFFICE SUPPLIES	14.81
00413691	PACIFIC GAS AND ELECTRIC CO	GAS	14,756.13
00413693	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	1,067.00
00413709	SIGNARAMA	POLE BANNER FLAGS	498.22
00413722	VERIZON WIRELESS	DATA USAGE	90.52
00413763	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	1,090.74
00413829	HOME DEPOT, THE	SUPPLIES	85.73
00413843	LOWES COMPANIES INC	SUPPLIES	2,444.97
00413904	ALTA FENCE	FENCE REPAIR	1,156.00
00413905	AMERICAN PLUMBING INC	PLUMBING SERVICES	4,000.00
00413931	CALIF, STATE OF	USE TAX REMITTANCE	35.18



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00413966	LUMA BUILDERS	PROFESSIONAL SERVICES	36,212.95
00413980	PACIFIC GAS AND ELECTRIC CO	GAS	19,191.73
00413983	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	1,067.00
00413998	SHERWIN WILLIAMS CO	SUPPLIES	478.35
00414003	STANDARD PLUMBING SUPPLY CO. INC.	PLUMBING SUPPLIES	4,203.43
00414011	STERICYCLE INC	SHRED SERVICES JUNE 2024	96.18
00414020	ULINE	SUPPLIES	1,725.03
00948508	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	5,830.00
00948701	COMPUTERLAND	SUPPLIES	1,241.90
00948706	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	5,830.00
00948718	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	123.56
00948721	GRAINGER INC	PARTS	133.29
<b>Public Works-Parks Maint</b>			
00207295	UNITED STATES POSTAL SERVICE	NOTIFICATION LETTERS	48.30
00413533	TERRACARE ASSOCIATES	PARK MAINTENANCE	951.00
00413592	TERRACARE ASSOCIATES	PARK MAINTENANCE	207,039.22
00413619	AT AND T MCI	PHONES	145.60
00413691	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,136.08
00413843	LOWES COMPANIES INC	SUPPLIES	801.06
00413931	CALIF, STATE OF	USE TAX REMITTANCE	83.07
00413979	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,156.71
00413980	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,118.79
00948496	SITEONE LANDSCAPE SUPPLY HOLDING	PARTS	556.21
00948701	COMPUTERLAND	SUPPLIES	812.70
00948725	SITEONE LANDSCAPE SUPPLY HOLDING	PARTS	1,477.50
<b>Public Works-Median/General Land</b>			
00413609	ALLSTEEL INC	FURNITURE	4,270.70
00413617	ARBORICULTURAL SPECIALTIES, INC.	TREE TRIMMING SERVICES	21,120.00
00413619	AT AND T MCI	PHONES	424.95
00413691	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,511.82
00413719	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	12,385.36
00413910	ANTIOCH ACE HARDWARE	SUPPLIES	228.29
00413931	CALIF, STATE OF	USE TAX REMITTANCE	24.00
00413980	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,489.37
00948512	SITEONE LANDSCAPE SUPPLY HOLDING	PARTS	322.15
00948725	SITEONE LANDSCAPE SUPPLY HOLDING	PARTS	6,016.55
<b>Police Administration</b>			
00413469	AIRDATA UAV INC	SUBSCRIPTION SERVICE	5,760.00
00413476	AMERICAN TROPHIES AWARDS & PROMO	MAILBOX TAGS	148.71
00413482	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	768.75
00413483	AT AND T MOBILITY	CELL PHONE SERVICES	6,925.23
00413486	BECERRA, ARTURO MODESTO	PER DIEM	370.00
00413487	BECERRA, ARTURO MODESTO	EXPENSE REIMBURSEMENT	256.75
00413490	BPS TACTICAL INC.	PROTECTIVE EQUIPMENT	7,343.99
00413497	CANON FINANCIAL SERVICES	COPIER LEASE	139.10
00413501	CODE 3 WEAR PUBLIC SAFETY OUTFITTERS	UNIFORMS	6,129.29
00413502	COLE PRO MEDIA LLC	TRAINING	4,000.00
00413511	COX, JOHN SPENCER	PER DIEM	370.00



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00413513	CYNTHIA MARIE KIRBY	NEW HIRE POLYGRAPHS	19,000.00
00413518	EAN SERVICES LLC	TRAINING RENTALS	2,643.74
00413519	EGAN, JOSHUA	EXPENSE REIMBURSEMENT	727.72
00413529	GAMEPOD COMBAT ZONE	TRAINING	4,285.00
00413548	LC ACTION POLICE SUPPLY	SAFETY MATERIALS	1,581.27
00413549	LENDERMAN, THOMAS E	PER DIEM	370.00
00413557	NAACP	RECUITMENT AD	1,000.00
00413560	OFFICE DEPOT INC	OFFICE SUPPLIES	1,763.59
00413567	PLATINUM PREMIER LLC	HOTEL ROOMS FOR TRAINEES	7,881.56
00413579	SHRED IT INC	SHREDDING SERVICES	138.51
00413584	STATE OF CALIFORNIA	PAYROLL	1,480.00
00413589	T JUNG INVESTIGATIONS	RECRUITMENT BACKGROUND	3,416.58
00413611	AMERICAN TROPHIES AWARDS & PROMO	MAILBOX TAGS	26.89
00413632	CODE 3 WEAR PUBLIC SAFETY OUTFITTERS	UNIFORMS	2,289.64
00413650	FASTRAK VIOLATION PROCESSING	BRIDGE TOLL	7.00
00413652	GALLS LLC	EMPLOYEE TACTICAL GEAR	1,525.85
00413672	KOCH, MATTHEW T	EXPENSE REIMBURSEMENT	72.25
00413673	KOCH, MATTHEW T	PER DIEM	222.00
00413686	NILSEN, ERIK ROBERT	PER DIEM	138.00
00413687	OFFICE DEPOT INC	OFFICE SUPPLIES	190.47
00413701	SAVE MART SUPERMARKETS	ADMIN SUPPLIES	30.96
00413703	SCHNEIDER, MICHAEL C	EXPENSE REIMBURSEMENT	239.43
00413705	SHAFFER, COLE ANDREW	PER DIEM	370.00
00413717	T JUNG INVESTIGATIONS	RECRUITMENT BACKGROUND	2,709.38
00413722	VERIZON WIRELESS	DATA USAGE	3,010.75
00413761	AIRDATA UAV INC	SUBSCRIPTION SERVICE	5,760.00
00413768	ARROWHEAD 24 HOUR TOWING INC	EVIDENCE STORAGE	8,484.00
00413769	ARROWHEAD SCIENTIFIC INC	EVIDENCE SUPPLIES	607.37
00413770	AT AND T MOBILITY	DEPT CELL PHONES	6,730.19
00413776	BPS TACTICAL INC.	PROTECTIVE EQUIPMENT	781.28
00413786	CANON FINANCIAL SERVICES	COPIER LEASE	2,419.29
00413789	CODE 3 WEAR PUBLIC SAFETY OUTFITTERS	PD UNIFORM	5,244.83
00413797	CONTRA COSTA COUNTY	RANGE FEES	850.00
00413804	CRUMP INVESTIGATIONS	BACKGROUNDS	12,184.33
00413805	CRUZ GUZMAN, BRYAN ALEXANDER	PER DIEM	222.00
00413815	FASTSIGNS	SIGNS	1,392.76
00413817	FLYMOTION	SUPPLIES	4,999.24
00413819	FORTNER, JOHN C	EXPENSE REIMBURSEMENT	34.99
00413821	GALLS LLC	UNIFORMS	651.82
00413822	GAMEPOD COMBAT ZONE	TRAINING	627.00
00413836	KENDALL, PRICE JULIUS	PER DIEM	740.00
00413838	KNOX INVESTIGATIONS	RECRUITING BACKGROUND	1,980.43
00413839	LEXISNEXIS	DATABASE SUBSCRIPTION	252.50
00413844	MARTIN, SARA MICHELE	EXPENSE REIMBURSEMENT	206.23
00413854	NILSEN, ERIK ROBERT	PER DIEM	59.00
00413855	OCCUPATIONAL HEALTH CTR OF CA INC	PD PRE-EMPLOYMENT MEDICAL	5,681.00
00413856	OFFICE DEPOT INC	OFFICE SUPPLIES	409.80
00413859	PACIFIC COAST POLYGRAPH & INVESTIGS	PSYCHOLOGICAL TESTING	3,600.00



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00413864	PREFERRED ALLIANCE INC	PD PRE-EMPLOYMENT TEST	315.00
00413867	REACH PROJECT INC	REACH SERVICES MAY 2024	17,083.00
00413871	RODRIGUEZ, GEMA	EMPLOYEE APPRECIATION	750.00
00413895	VIGIL JR, JOSEPH	EXPENSE REIMBURSEMENT	232.47
00413897	WALKUP, GLENN ASHLEY	BACKGROUND	2,056.28
00413899	AED USA	AED EQUIPMENT	13,020.00
00413931	CALIF, STATE OF	USE TAX REMITTANCE	818.52
00413937	CONTRA COSTA COUNTY	PD BUSINESS CARDS	894.50
00413940	CORE PSYCHOLOGICAL CORPORATION	PSYCHOLOGICAL TESTING	4,000.00
00413941	CRUMP INVESTIGATIONS	BACKGROUND	613.13
00413943	EAN SERVICES LLC	TRAINING RENTALS	606.81
00413948	FEDEX	MAILING	68.12
00413960	KREINS CONSULTING	PROMOTION INTERVIEWS	30,000.00
00413971	MILLER MENDEL INC	BACKGROUND	1,298.82
00413974	NATIONAL TRAINING CONCEPTS INC	TRAINING	1,567.00
00413975	OCCUPATIONAL HEALTH CTR OF CA INC	PD PRE-EMPLOYMENT MEDICAL	2,327.00
00413976	OFFICE DEPOT INC	OFFICE SUPPLIES	372.48
00414019	TRUCKVAULT, INC	WEAPON LOCK BOX	1,683.58
00414022	WALKUP, GLENN ASHLEY	NEW HIRE BACKGROUND	2,000.00
00414025	ZOOM MEDIA CONNECT	ADVERTISING SERVICES	6,300.00
00948489	CHAPLIN & HILL INVESTIGATIVE SVS LLC	PROFESSIONAL SERVICES	11,844.50
00948515	WILLIAMS SCOTSMAN INC	EVIDENCE STORAGE	184.06
00948708	PITNEY BOWES INC	METER LEASE	300.72
00948711	UBEO BUSINESS SERVICES	COPIER USAGE	1,031.48
<b>Police Community Policing</b>			
00413526	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	92.33
00413536	HILLCREST CHEVRON	CAR WASH	377.73
00413650	FASTRAK VIOLATION PROCESSING	PD VEHICLE	21.00
00413774	EMPLOYEE	ADVANCED DISABILITY PENSION	5,685.00
00413791	EMPLOYEE	ADVANCED DISABILITY PENSION	5,685.00
00413807	D TAC K9 LLC	K9 TRAINING	500.00
00413810	EMPLOYEE	ADVANCED DISABILITY PENSION	8,984.50
00413814	FASTRAK VIOLATION PROCESSING	BRIDGE TOLL	7.00
00413887	EMPLOYEE	ADVANCED DISABILITY PENSION	5,685.00
00414013	EMPLOYEE	CHECK REPLACEMENT	5,685.00
<b>Police Traffic Division</b>			
00413824	GREEN, ROBERT A	EXPENSE REIMBURSEMENT	102.58
00413826	EMPLOYEE	ADVANCED DISABILITY PENSION	5,685.00
00948712	UNLIMITED GRAPHIC AND SIGN NETWORK	DECALS	785.08
<b>Police Investigations</b>			
00413560	OFFICE DEPOT INC	OFFICE SUPPLIES	2,829.01
00413575	SEROLOGICAL RESEARCH INSTITUTE	LAB SERVICES	12,750.00
00413590	T MOBILE USA INC	CELL ANALYSIS	100.00
00413701	SAVE MART SUPERMARKETS	SUPPLIES	217.32
00413711	SMARSH INC	WHATSAPP CLOUD FEATURE	8,770.48
00413798	CONTRA COSTA COUNTY	LAB SERVICES	14,771.30
00413856	OFFICE DEPOT INC	OFFICE SUPPLIES	81.48
00413885	T MOBILE USA INC	CELL RECORDS	330.00



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00413901	ALHAMBRA	WATER	108.92
00413995	SEROLOGICAL RESEARCH INSTITUTE	LAB SERVICES	3,150.00
<b>PD Special Investigations Unit</b>			
00413631	CLASSY GLASS TINTING	VEHICLE WINDOW TINT	760.00
00413846	EMPLOYEE	ADVANCED DISABILITY PENSION	5,685.00
<b>Police Communications</b>			
00413475	AMERICAN TOWER CORPORATION	TOWER FEES	269.16
00413477	AMS DOT NET INC	PROFESSIONAL SERVICES	2,500.00
00413526	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	205.00
00413565	PACIFIC TELEMAGEMENT SERVICES	PAY PHONE	78.00
00413618	AT AND T	PHONES	61.75
00413619	AT AND T MCI	PHONES	1,237.74
00413653	GLOBALSTAR USA	SATELITE PHONE	265.97
00413685	NET TRANSCRIPTS	TRANSCRIPT SERVICES	1,172.78
00413792	COMCAST	CONNECTION SERVICES	2,715.73
00413823	GLOBALSTAR USA	PHONES	265.97
00413850	MOTOROLA SOLUTIONS INC	SUPPLIES	47,132.12
00413853	NET TRANSCRIPTS	TRANSCRIPT SERVICES	60.06
00413907	AMERICAN TOWERS LLC	TOWER FEES	269.16
00413914	AT AND T	PHONES	61.75
<b>Office Of Emergency Management</b>			
00413619	AT AND T MCI	PHONES	452.14
<b>Police Community Volunteers</b>			
00413528	GALLS LLC	VOLUNTEER UNIFORM	47.10
<b>Police Facilities Maintenance</b>			
00413619	AT AND T MCI	PHONES	284.31
00413691	PACIFIC GAS AND ELECTRIC CO	GAS	24,412.67
00413693	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	222.00
00413760	360 FITNESS LLC	CHECK REPLACEMENT	81.27
00413829	HOME DEPOT, THE	SUPPLIES	309.53
00413830	HONEYWELL INTERNATIONAL INC	HVAC MAINTENANCE	113,226.23
00413843	LOWES COMPANIES INC	SUPPLIES	2,536.34
00413905	AMERICAN PLUMBING INC	PLUMBING SERVICES	250.00
00413931	CALIF, STATE OF	USE TAX REMITTANCE	59.74
00413980	PACIFIC GAS AND ELECTRIC CO	GAS	32,997.74
00413983	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	222.00
00413988	REINHOLDT ENGINEERING CONSTR	INSPECTION SERVICES	175.00
00413998	SHERWIN WILLIAMS CO	SUPPLIES	471.30
00414003	STANDARD PLUMBING SUPPLY CO. INC.	PLUMBING SUPPLIES	585.70
00948508	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	6,180.00
00948706	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	5,780.00
00948717	CLUB CARE INC	GYM MAINTENANCE	295.00
<b>Youth Network Services</b>			
00413552	LOVEYOURSELFIE PHOTO BOOTH	BLOCK PARTY- PHOTO BOOTH	850.00
00413603	CRAFT AND GATHER	REISSUE CHECK	600.00
00413626	CABRAL, MONSERRAT	EXPENSE REIMBURSEMENT	1,256.05
00413640	CREATIVE ENGAGEMENT SERVICES	SPBD AND BUILD TRAINING	4,570.00
00413654	GRACE ARMS OF ANTIOCH	PROFESSIONAL SERVICES	9,810.00



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00413699	ROBINSON, CHARMAINE	BLOCK PARTY-360 CAMERA	750.00
00413722	VERIZON WIRELESS	DATA USAGE	105.17
00413763	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	1,780.46
00413829	HOME DEPOT, THE	TOOLS AND HARDWARE	333.59
00413862	PEREZ, WANDIE TORRES	FACE PAINTING-SWIM NIGHT	400.00
00413876	SHIELD PROTECTION AND PUBLIC SAFETY	BLOCK PARTY-SECURITY	105.00
00413902	ALL STAR RENTS	RENTAL EQUIPMENT	1,098.63
00413931	CALIF, STATE OF	USE TAX REMITTANCE	10.96
00413992	RR TRANSITIONAL HOUSING	CHECK REPLACEMENT	2,856.00
<b>Housing and Homelessness</b>			
00413576	SHARE COMMUNITY	LAUNDRY VOUCHER PROGRAM	928.00
00413722	VERIZON WIRELESS	DATA USAGE	52.66
00413763	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	133.44
<b>PSCR Administration</b>			
00413560	OFFICE DEPOT INC	OFFICE SUPPLIES	88.89
00413687	OFFICE DEPOT INC	OFFICE SUPPLIES	103.29
00413722	VERIZON WIRELESS	DATA USAGE	40.27
00413763	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	852.67
00413787	CANON FINANCIAL SERVICES	COPIER LEASE	204.13
<b>Community Development Administration</b>			
00413470	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	322.92
00413560	OFFICE DEPOT INC	OFFICE SUPPLIES	221.36
00413976	OFFICE DEPOT INC	OFFICE SUPPLIES	299.43
00413994	SCUDERO, KEVIN S	EXPENSE REIMBURSEMENT	24.93
00948711	UBEO BUSINESS SERVICES	COPIER USAGE	1,748.91
<b>Community Development Land Planning Services</b>			
00413470	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	322.93
00413520	EIDEN, KITTY J	PROFESSIONAL SERVICES	375.00
00413568	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	3,998.75
00948502	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	607.22
00948719	DELL COMPUTER CORP	COMPUTER EQUIPMENT	439.60
<b>CD Code Enforcement</b>			
00413505	CONTRA COSTA COUNTY	MAY RECORDING FEES	40.00
00413514	DATA TICKET INC	CONSULTANT SERVICES	727.59
00413627	CACEO	2024 CODE CONFERENCE	545.00
00413782	CACEO	8/13 AND 10/23 WEBINARS	190.00
00413835	JOHNSTON, AMY E	EXPENSE REIMBURSEMENT	96.82
00413880	STAMM ENTERPRISES, LTD	MONTHLY STORAGE FEE	255.00
00413931	CALIF, STATE OF	USE TAX REMITTANCE	5.41
00414023	WATT, JAMES K	REFUND VOIDED CITE	440.00
<b>PW Engineer Land Development</b>			
00413535	HAWTHORN VENTURES LLC	UNIFORMS	274.12
00413619	AT AND T MCI	PHONES	56.69
00413666	INTERWEST CONSULTING GROUP INC	PROFESSIONAL SERVICES	107,738.75
00413722	VERIZON WIRELESS	DATA USAGE	52.66
00413931	CALIF, STATE OF	USE TAX REMITTANCE	2.88
<b>Community Development Building Inspection</b>			
00413478	ANIXTER INC	SUPPLIES	848.36





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00413647	ENERGY SERVICE PARTNERS	REFUND ENERGY INSP FEE	402.46
00413667	IPERMIT	REFUND ENERGY INSP FEE	1,013.52
00413696	RENEWAL BY ANDERSON	REFUND 80% BLDG PERMIT FEE	414.28
00413704	SERVICE CHAMPIONS	REFUND 80% BLDG PERMIT FEE	302.58
<b>Capital Imp. Administration</b>			
00413560	OFFICE DEPOT INC	OFFICE SUPPLIES	29.32
00413722	VERIZON WIRELESS	DATA USAGE	114.03
00413763	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	63.52
<b>206 American Rescue Plan Fund</b>			
<b>Non departmental</b>			
<b>Non Departmental</b>			
00413524	FELTON INSTITUTE	CITY PROGRAM	111,700.93
00413569	RENAISSANCE ENTREPRENEURSHIP CTR	ARPA FUNDED SMALL BUSINESS	18,666.74
00413874	RUDRAM LLC	BRIDGE HOUSING SERVICES	97,333.33
00413916	BAY AREA COMMUNITY SERVICES INC	BRIDGE HOUSING SERVICES	146,798.58
00413949	FELTON INSTITUTE	CIT SERVICES	114,549.22
<b>P &amp; R Community Center</b>			
00413512	CRUSADER FENCE COMPANY LLC	PROGRESS PAYMENT	96,724.00
<b>209 RMRA Fund</b>			
<b>Non departmental</b>			
00948498	AMERICAN PAVEMENT SYSTEMS INC	RELEASE OF RETENTION	15,445.67
<b>Streets</b>			
00413624	BKF ENGINEERS INC	PROFESSIONAL SERVICES	3,538.59
<b>211 Delta Fair Property Fund</b>			
<b>Non departmental</b>			
<b>Parks &amp; Open Space</b>			
00948513	STAR CONSTRUCTION INC	PROGRESS PAYMENT	580,300.00
<b>212 CDBG Fund</b>			
<b>CDBG</b>			
00413977	OMBUDSMAN SERVICES OF CCC	PROFESSIONAL SERVICES	3,024.00
00948502	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	504.40
<b>213 Gas Tax Fund</b>			
<b>Streets</b>			
00413691	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	66,428.96
00413860	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	221.85
00413979	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	174.93
00413980	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	66,051.48
<b>214 Animal Services Fund</b>			
<b>Animal Services</b>			
00413641	DATAMARS PETLINK	MICROCHIPS	2,424.00
00413645	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	964.86
00413662	HILLS PET NUTRITION	PET FOOD	736.20
00413674	KOEFRAN SERVICES INC	CREMATION SERVICES	2,078.00
00413684	MWI VETERINARY SUPPLY CO	VET SUPPLIES	3,300.28
00413691	PACIFIC GAS AND ELECTRIC CO	GAS	1,284.88
00413720	TONY LA RUSSA'S ANIMAL RESCUE	VETERINARY SERVICES	1,162.10
00413729	ZOETIS LLC	VETERINARY SUPPLIES	1,098.33
00413790	COGENT SOLUTIONS AND SUPPLIES	OPERATING SUPPLIES	557.85



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00413796	CONCORD FEED	OPERATING SUPPLIES	1,249.50
00413980	PACIFIC GAS AND ELECTRIC CO	GAS	1,736.72
00948497	WILLIAMS SCOTSMAN INC	STORAGE	186.28
<b>215</b>	<b>Civic Arts Fund</b>		
<b>Civic Arts</b>			
00413582	SILVA, ARIEL	JUNETEENTH EVENT	750.00
<b>216</b>	<b>Park-In-Lieu Fund</b>		
<b>Parks &amp; Open Space</b>			
00413573	ROYSTON HANAMOTO ALLEY AND ABEY	PROFESSIONAL SERVICES	16,603.75
<b>219</b>	<b>Recreation Fund</b>		
<b>Non departmental</b>			
00413495	CA CONNECTIONS ACADEMY	REFUND DEPOSIT	500.00
00413506	CCC BEHAVIORAL HEALTH	REFUND DEPOSIT	500.00
00413635	CONTRA COSTA COUNTY	MEAL PROGRAM	2,815.00
00413892	VEHIKITE, SIONE	REFUND DEPOSIT	1,000.00
00413951	FREDRICKSON, JON	REFUND DEPOSIT	150.00
00413954	HAIRSTON, BILL	REFUND DEPOSIT	250.00
00413968	MARTINEZ, TOMAS	REFUND DEPOSIT	1,000.00
00414017	TORRES, DREW	REFUND DEPOSIT	250.00
<b>Nick Rodriguez Community Cent</b>			
00413691	PACIFIC GAS AND ELECTRIC CO	GAS	3,968.45
00413693	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	222.00
00413843	LOWES COMPANIES INC	SUPPLIES	65.53
00413980	PACIFIC GAS AND ELECTRIC CO	GAS	5,067.89
00413983	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	222.00
00948508	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
00948706	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
<b>Senior Programs</b>			
00207360	AMERICAN TROPHIES AWARDS & PROMO	SENIOR PLATE	10.98
00413485	BBQ AND CATERING DUNN RIGHT	SENIOR CENTER BBQ	2,500.00
00413491	BRADY INDUSTRIES	JANITORIAL SUPPLIES	536.74
00413521	EL CAMPANIL THEATRE PRESERVATION FDN	THEATRE MAINTENANCE	210.00
00413547	L ROMEROS RENTALS	SENIOR BBQ TENT	1,499.48
00413619	AT AND T MCI	PHONES	76.86
00413657	GWENDOLYN DAVIS	SENIOR TRIP REFUND	218.00
00413691	PACIFIC GAS AND ELECTRIC CO	GAS	2,645.63
00413763	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	463.68
00413931	CALIF, STATE OF	USE TAX REMITTANCE	42.34
00413980	PACIFIC GAS AND ELECTRIC CO	GAS	3,378.58
00948508	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	5.00
00948706	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	5.00
00948719	DELL COMPUTER CORP	COMPUTER EQUIPMENT	1,208.75
<b>Recreation Sports Programs</b>			
00413553	MARLIK, TRACY	RENTAL REFUND	241.00
00413619	AT AND T MCI	PHONES	29.12
00413691	TERRACARE ASSOCIATES	ELECTRIC	5,629.29
00413722	VERIZON WIRELESS	DATA USAGE	39.02
00413763	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	60.07



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00413931	CALIF, STATE OF	USE TAX REMITTANCE	0.60
00413980	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	5,543.30
00414014	TEAMSIDELINE.COM	SOFTWARE MAINTENANCE	1,124.00
<b>Recreation-Comm Center</b>			
00413484	BACKYARD CARNIVALS LLC	EVENT RENTAL & SERVICE	14,142.50
00413530	GOLD COAST APPLIANCE SERVICE LLC	COMMERCIAL RANGE SERVICE	250.00
00413546	KOVALICK, LUANNE	CONTRACTOR PAYMENT	264.00
00413555	METZ ENTERTAINMENT GROUP LLC	JUNETEENTH ENTERTAINMENT	10,000.00
00413556	MORE LIIFE ICE	JUNETEENTH ICE CREAM SVS	541.88
00413560	OFFICE DEPOT INC	OFFICE SUPPLIES	61.13
00413592	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	9,044.78
00413600	WIGGINS SR., SYLVESTER H.	PONYVILLE FOR JUNETEENTH	1,800.00
00413619	AT AND T MCI	PHONES	30.23
00413679	MANUEL A MINZER	CONTRACTOR PAYMENT	651.00
00413691	PACIFIC GAS AND ELECTRIC CO	GAS	15,458.60
00413763	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	2,305.25
00413764	AMERICAN RED CROSS	STAFF CPR MAY 2024	874.00
00413812	DUGAND, KARINA	CONTRACTOR PAYMENT	504.00
00413829	HOME DEPOT, THE	SUPPLIES	32.44
00413843	LOWES COMPANIES INC	SUPPLIES	145.58
00413845	MCCAULEY AGR & PEST CONTROL	BIRD CONTROL SERVICE	200.00
00413851	MUIR, ROXANNE	CONTRACTOR PAYMENT	360.00
00413886	THOMPSON, RANDALL	CONTRACTOR PAYMENT	360.00
00413931	CALIF, STATE OF	USE TAX REMITTANCE	29.27
00413999	SHIELD PROTECTION AND PUBLIC SAFETY	SECURITY SERVICES	630.00
00948509	LSA ASSOCIATES INC	PROFESSIONAL SERVICES	41.25
00948701	COMPUTERLAND	SUPPLIES	1,148.59
<b>Recreation Water Park</b>			
00413470	AMAZON CAPITAL SERVICES INC	SUPPLIES	865.31
00413474	AMERICAN RED CROSS	STAFF PATHOGENS	288.00
00413491	BRADY INDUSTRIES	JANITORIAL SUPPLIES	799.19
00413516	DIPPIN DOTS LLC	CONCESSION SUPPLIES	2,454.12
00413545	KNORR SYSTEMS INC	CHEMICALS	666.35
00413551	LINCOLN EQUIPMENT INC	CHEMICALS	2,388.76
00413578	SHERWIN WILLIAMS CO	SUPPLIES	430.96
00413592	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,703.50
00413595	US FOODS INC	CONCESSION SUPPLIES	144.01
00413619	AT AND T MCI	PHONES	170.06
00413643	DEPARTMENT OF INDUSTRIAL RELATIONS	OSHA INSPECTION	146.25
00413691	PACIFIC GAS AND ELECTRIC CO	GAS	15,349.62
00413693	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	543.00
00413763	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	1,470.95
00413764	AMERICAN RED CROSS	LIFEGUARD CERTIFICATE	110.00
00413780	BSN SPORTS LLC	UNIFORMS	2,438.68
00413800	CONTRA COSTA HEALTH SERVICES	HAZMAT PERMIT	1,448.00
00413809	DEPARTMENT OF INDUSTRIAL RELATIONS	OSHA INSPECTION	292.50
00413841	LINCOLN EQUIPMENT INC	CHEMICALS	2,302.83
00413861	PEPSI COLA COMPANY	CONCESSION SUPPLIES	1,121.15



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00413890	US FOODS INC	CONCESSION SUPPLIES	5,857.72
00413903	ALPHA ECHO TRADING COMPANY, LLC	LIFEJACKETS	4,103.45
00413905	AMERICAN PLUMBING INC	PLUMBING SERVICES	405.00
00413906	AMERICAN RED CROSS	LIFEGUARD CERTIFICATE	2,124.00
00413931	CALIF, STATE OF	USE TAX REMITTANCE	34.62
00413942	DIPPIN DOTS LLC	CONCESSION SUPPLIES	3,101.44
00413965	LINCOLN EQUIPMENT INC	CHEMICALS	1,105.36
00413980	PACIFIC GAS AND ELECTRIC CO	GAS	18,361.36
00413983	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	543.00
00413984	PEPSI COLA COMPANY	CONCESSION SUPPLIES	425.50
00948508	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
00948706	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
<b>221</b>	<b>Asset Forfeiture Fund</b>		
<b>Non departmental</b>			
00414002	SORCI, BIANCA	CHECK REPLACEMENT	1,639.00
<b>222</b>	<b>Measure C/J Fund</b>		
<b>Non departmental</b>			
00948498	AMERICAN PAVEMENT SYSTEMS INC	RELEASE OF RETENTION	95,032.66
<b>Streets</b>			
00413616	APPLIED LANDSCAPE MATERIALS INC	MULCH INSTALLATION	9,908.00
00413648	EVERDE GROWERS	PLANTS	7,660.03
00413719	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	37,320.58
00413726	WEST COVINA WHOLESALE NURSERY LLC	PLANTS	7,695.04
00413913	APPLIED LANDSCAPE MATERIALS INC	MULCH INSTALLATION	23,832.00
00413931	CALIF, STATE OF	USE TAX REMITTANCE	248.03
00948512	SITEONE LANDSCAPE SUPPLY HOLDING LLC	PARTS	1,156.85
<b>226</b>	<b>Solid Waste Reduction Fund</b>		
<b>Solid Waste</b>			
00413580	SIGN A RAMA INC	3-SORT ENCLOSURE SIGNS	528.13
00413763	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	0.72
00413945	EASTERN CCC TRANSIT	SHRED IT EVENT	797.40
<b>229</b>	<b>Pollution Elimination Fund</b>		
<b>Channel Maintenance Operation</b>			
00413581	SILVA LANDSCAPE	LANDSCAPE SERVICES	16,200.00
00413708	SHERWIN WILLIAMS CO	SUPPLIES	86.76
00413710	SILVA LANDSCAPE	LANDSCAPE SERVICES	5,400.00
00413843	LOWES COMPANIES INC	SUPPLIES	107.10
00413879	SILVA LANDSCAPE	LANDSCAPE SERVICES	4,320.00
00413931	CALIF, STATE OF	USE TAX REMITTANCE	20.17
00413939	CONTRA COSTA HEALTH SERVICES	WASTE DISPOSAL	298.50
00413983	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	1,050.00
00414000	SILVA LANDSCAPE	LANDSCAPE SERVICES	5,400.00
<b>251</b>	<b>Lone Tree SLLMD Fund</b>		
<b>Lonetree Maintenance Zone 1</b>			
00413619	AT AND T MCI	PHONES	116.48
00413691	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,215.47
00413719	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,668.26
00413980	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,245.36



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**Lonetree Maintenance Zone 2**

00413619	AT AND T MCI	PHONES	200.73
00413691	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,025.30
00413719	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	10,681.11
00413980	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,036.60

**Lonetree Maintenance Zone 3**

00413619	AT AND T MCI	PHONES	87.36
00413719	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	9,762.86

**Lonetree Maintenance Zone 4**

00413691	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	112.28
00413719	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	3,631.65
00413980	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	112.27

**252 Downtown SLLMD Fund**

**Downtown Maintenance**

00413691	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	353.73
00413719	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,029.90
00413980	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	410.34

**253 Almondridge SLLMD Fund**

**Almondridge Maintenance**

00413691	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	391.27
00413719	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,363.29
00413980	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	394.58

**254 Hillcrest SLLMD Fund**

**Hillcrest Maintenance Zone 1**

00413619	AT AND T MCI	PHONES	58.24
00413691	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,207.55
00413719	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	10,024.26
00413980	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,343.56

**Hillcrest Maintenance Zone 2**

00413619	AT AND T MCI	PHONES	203.84
00413691	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,077.19
00413719	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	11,149.22
00413980	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,093.41

**Hillcrest Maintenance Zone 4**

00413619	AT AND T MCI	PHONES	173.17
00413691	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	965.94
00413719	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	10,179.71
00413980	PACIFIC GAS AND ELECTRIC CO	ELECTRICITY	975.36

**255 Park 1A Maintenance District Fund**

**Park 1A Maintenance District**

00413619	AT AND T MCI	PHONES	29.12
00413691	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	104.56
00413719	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	3,363.59
00413794	COMCAST	CONNECTION SERVICES	113.80
00413860	PACIFIC GAS AND ELECTRIC CO	ELECTRICAL	67.44
00413980	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	100.96



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**256 Citywide 2A Maintenance District Fund**

**Citywide 2A Maintenance Zone 3**

00413691	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	115.94
00413719	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,497.09
00413980	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	117.88

**Citywide 2A Maintenance Zone 4**

00413691	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	520.70
00413719	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,152.26
00413980	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	533.45

**Citywide 2A Maintenance Zone 5**

00413691	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	829.38
00413719	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,381.42
00413980	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	704.29

**Citywide 2A Maintenance Zone 6**

00413691	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	340.35
00413719	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,058.69
00413980	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	345.07

**Citywide 2A Maintenance Zone 8**

00413719	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,221.75
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**Citywide 2A Maintenance Zone 9**

00413619	AT AND T MCI	PHONES	116.48
00413691	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	707.41
00413719	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,835.46
00413980	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	718.35

**Citywide 2A Maintenance Zone10**

00413691	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	101.46
00413719	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,581.23
00413980	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	100.90

**257 SLLMD Administration Fund**

**SLLMD Administration**

00413619	AT AND T MCI	PHONES	162.62
00413719	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,814.80
00413722	VERIZON WIRELESS	DATA USAGE	76.02
00413931	CALIF, STATE OF	USE TAX REMITTANCE	1.07

**259 East Lone Tree SLLMD Fund**

**Zone 1-District 10**

00413691	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	53.63
00413719	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,774.92
00413980	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	59.92

**281 CFD 2018-01 Public Services Fund**

**CFD 2018-01 Maintenance**

00413719	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,238.00
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**283 CFD 2022-01 Public Services Fund**

**CFD 2018-01 Maintenance**

00413719	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	395.00
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**312 Prewett CIP Fund**

**Parks & Open Space**

00413763	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	451.33
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00413956	HAUAN & AREGIS,INC	AWP BATHROOM	14,873.00
<b>569</b>	<b>Vehicle Replacement Fund</b>		
	<b>Equipment Maintenance</b>		
00413558	NICHOLAS K CORPORATION	VEHICLE	99,897.63
<b>570</b>	<b>Equipment Maintenance Fund</b>		
	<b>Non departmental</b>		
00413538	HUNT AND SONS INC	FUEL	12,739.58
00413832	HUNT AND SONS INC	FUEL	23,338.93
00413958	HUNT AND SONS INC	FUEL	6,026.68
	<b>Equipment Maintenance</b>		
00413479	ANTIOCH ACE HARDWARE	SUPPLIES	11.81
00413488	BILL BRANDT FORD	REPAIR SERVICES	1,980.28
00413499	CHUCKS BRAKE AND WHEEL SERVICE INC	PARTS	38.41
00413550	LIM AUTOMOTIVE SUPPLY INC	PARTS	249.04
00413561	OREILLY AUTO PARTS	PARTS	1,804.20
00413587	STOMMEL INC	PARTS	127.31
00413596	WALNUT CREEK FORD	AUTO PARTS	194.87
00413609	ALLSTEEL INC	FURNITURE	10,079.26
00413622	BILL BRANDT FORD	PARTS	1,675.74
00413630	CHUCKS BRAKE & WHEEL SERVICE INC	PARTS	57.07
00413675	LES SCHWAB TIRES OF CALIFORNIA	TIRE REPAIR	2,000.33
00413677	LIM AUTOMOTIVE SUPPLY INC	PARTS	732.02
00413689	OREILLY AUTO PARTS	PARTS	1,803.85
00413691	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	822.22
00413713	SOUTHERN COUNTIES LUBRICANTS LLC	OIL RECYCLING	5,542.94
00413721	TRED SHED, THE	TIRES	917.70
00413722	VERIZON WIRELESS	DATA USAGE	38.01
00413724	WALNUT CREEK FORD	PARTS	199.39
00413763	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	195.09
00413771	AUTOMOTIVE EQUIPMENT	VEHICLE MAINTENANCE	1,888.00
00413843	LOWES COMPANIES INC	SUPPLIES	163.49
00413857	OREILLY AUTO PARTS	PARTS	33.55
00413863	PRECISION AUTO BODY	VEHICLE REPAIR	8,832.91
00413877	SHIELDS HARPER AND CO	FUEL NOZZLE KIT	332.90
00413909	ANIXTER INC	PARTS	80.87
00413931	CALIF, STATE OF	USE TAX REMITTANCE	119.37
00413934	CHUCKS BRAKE & WHEEL SERVICE INC	PARTS	7,779.69
00413944	EAST BAY TIRE CO	TIRES	2,907.56
00413952	FURBER SAW INC	PARTS	496.05
00413962	LES SCHWAB TIRES OF CALIFORNIA	TIRE REPAIR	945.26
00413964	LIM AUTOMOTIVE SUPPLY INC	PARTS	6,221.86
00413978	OREILLY AUTO PARTS	PARTS	507.37
00413980	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,011.40
00414018	TRED SHED, THE	TIRES	1,375.50
00948507	KIMBALL MIDWEST	PARTS	2,723.63
00948514	UNICO GLASS LLC	2014 FORD F150 AUTO GLASS	581.69
00948721	GRAINGER INC	PARTS	124.27
00948728	UNLIMITED GRAPHIC AND SIGN NETWORK	DECAL SIGNS	304.00





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**573 Information Services Fund**

**Information Services**

00413619	AT AND T MCI	PHONES	111.81
00413893	VERIZON WIRELESS	DATA USAGE	262.55

**Network Support & PCs**

00413472	AMERICAN MESSAGING	PAGER AND PAGECOPY SERVICE	41.35
00413503	COMCAST	CONNECTION SERVICES	290.07
00413504	COMCAST	CONNECTION SERVICES	194.99
00413544	KIS	CABLING PROJECT	844.38
00413619	AT AND T MCI	PHONES	81.40
00413792	COMCAST	CONNECTION SERVICES	2,715.74
00413795	COMCAST	CONNECTION SERVICES	306.80
00413932	CARAHSOFT TECHNOLOGY CORP	SOFTWARE RENEWAL	95,915.34
00948488	CARTER, RONN	CAMERA OPERATOR	888.75
00948715	CARTER, RONN	CAMERA OPERATOR	821.25

**Telephone System**

00413619	AT AND T MCI	PHONES	2,219.98
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**GIS Support Services**

00413493	BROOKS, BRANDY L	PER DIEM	370.00
00413536	HILLCREST CHEVRON	CAR WASH	27.98
00413566	PETERS, BRANDON W L	PER DIEM	370.00
00413572	RONG, MING	PER DIEM	370.00
00413722	VERIZON WIRELESS	DATA USAGE	372.34
00413785	CA SURVEYING & DRAFTING SUPPLY INC	PRINTER INK	2,447.81
00413872	ROK TECHNOLOGIES LLC	PROFESSIONAL SERVICES	7,317.00
00413919	BORELLI, GINA	CONSULTING SERVICES	12,578.00
00413985	PETERS, BRANDON W L	EXPENSE REIMBURSEMENT	1,200.00
00948491	CLUB CARE INC	QUATERLY GYM MAINTENANCE	305.00
00948700	CLUB CARE INC	QUATERLY GYM MAINTENANCE	305.00

**Office Equipment Replacement**

00413612	AMS DOT NET INC	AZURE PROJECT	465.50
00413765	AMS DOT NET INC	CF FIREWALL REPLACEMENT	12,378.82
00413908	AMS DOT NET INC	AZURE PROJECT	632.26
00948701	COMPUTERLAND	SUPPLIES	157.61
00948719	DELL COMPUTER CORP	COMPUTER EQUIPMENT	4,090.13

**577 Post Retirement Medical-Police Fund**

**Non Departmental**

00413730	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00413740	RETIREE	MEDICAL AFTER RETIREMENT	1,477.26
00413744	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00413746	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00413748	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00413749	RETIREE	MEDICAL AFTER RETIREMENT	96.74
00413750	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00413752	RETIREE	MEDICAL AFTER RETIREMENT	1,783.68
00413753	RETIREE	MEDICAL AFTER RETIREMENT	709.38



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00413754	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948518	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00948519	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00948520	RETIREE	MEDICAL AFTER RETIREMENT	108.33
00948524	RETIREE	MEDICAL AFTER RETIREMENT	1,189.20
00948525	RETIREE	MEDICAL AFTER RETIREMENT	404.78
00948527	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948528	RETIREE	MEDICAL AFTER RETIREMENT	654.66
00948532	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00948534	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948541	RETIREE	MEDICAL AFTER RETIREMENT	1,021.41
00948542	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948547	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00948549	RETIREE	MEDICAL AFTER RETIREMENT	873.00
00948551	RETIREE	MEDICAL AFTER RETIREMENT	739.30
00948555	RETIREE	MEDICAL AFTER RETIREMENT	654.66
00948565	RETIREE	MEDICAL AFTER RETIREMENT	1,557.12
00948566	RETIREE	MEDICAL AFTER RETIREMENT	1,268.03
00948571	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948572	RETIREE	MEDICAL AFTER RETIREMENT	873.00
00948573	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948587	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00948588	RETIREE	MEDICAL AFTER RETIREMENT	739.30
00948589	RETIREE	MEDICAL AFTER RETIREMENT	232.43
00948590	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948593	RETIREE	MEDICAL AFTER RETIREMENT	546.39
00948595	RETIREE	MEDICAL AFTER RETIREMENT	1,681.54
00948602	RETIREE	MEDICAL AFTER RETIREMENT	167.79
00948603	RETIREE	MEDICAL AFTER RETIREMENT	485.80
00948604	RETIREE	MEDICAL AFTER RETIREMENT	1,838.54
00948605	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948608	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00948617	RETIREE	MEDICAL AFTER RETIREMENT	4,443.06
00948620	RETIREE	MEDICAL AFTER RETIREMENT	1,375.12
00948623	RETIREE	MEDICAL AFTER RETIREMENT	2,383.00
00948627	RETIREE	MEDICAL AFTER RETIREMENT	935.09
00948629	RETIREE	MEDICAL AFTER RETIREMENT	864.41
00948630	RETIREE	MEDICAL AFTER RETIREMENT	291.15
00948638	RETIREE	MEDICAL AFTER RETIREMENT	1,124.55
00948641	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948642	RETIREE	MEDICAL AFTER RETIREMENT	739.30
00948644	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00948646	RETIREE	MEDICAL AFTER RETIREMENT	1,375.12
00948650	RETIREE	MEDICAL AFTER RETIREMENT	353.71
00948659	RETIREE	MEDICAL AFTER RETIREMENT	656.87
00948660	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00948662	RETIREE	MEDICAL AFTER RETIREMENT	1,387.69
00948670	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82



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00948671	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948673	RETIREE	MEDICAL AFTER RETIREMENT	475.66
00948675	RETIREE	MEDICAL AFTER RETIREMENT	55.00
00948679	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00948680	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948683	RETIREE	MEDICAL AFTER RETIREMENT	353.71
00948689	RETIREE	MEDICAL AFTER RETIREMENT	852.80
00948693	RETIREE	MEDICAL AFTER RETIREMENT	757.82
00948694	RETIREE	MEDICAL AFTER RETIREMENT	864.41
00948696	RETIREE	MEDICAL AFTER RETIREMENT	21.52
00948697	RETIREE	MEDICAL AFTER RETIREMENT	864.41
<b>578</b>	<b>Post Retirement Medical-Misc Fund</b>		
<b>Non Departmental</b>			
00413732	RETIREE	MEDICAL AFTER RETIREMENT	172.00
00413735	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00413736	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00413737	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00413739	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00413742	RETIREE	MEDICAL AFTER RETIREMENT	419.79
00413743	RETIREE	MEDICAL AFTER RETIREMENT	167.79
00413755	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00413756	RETIREE	MEDICAL AFTER RETIREMENT	289.77
00948517	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948521	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00948523	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948526	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948531	RETIREE	MEDICAL AFTER RETIREMENT	76.69
00948536	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948539	RETIREE	MEDICAL AFTER RETIREMENT	407.77
00948540	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948543	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00948544	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948545	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948548	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948553	RETIREE	MEDICAL AFTER RETIREMENT	354.69
00948556	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948559	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948562	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948564	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948567	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948568	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948569	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948570	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948577	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00948578	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948579	RETIREE	MEDICAL AFTER RETIREMENT	155.52
00948580	RETIREE	MEDICAL AFTER RETIREMENT	110.00
00948581	RETIREE	MEDICAL AFTER RETIREMENT	552.38



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00948585	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948586	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948596	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948597	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948601	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948607	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948612	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00948613	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948614	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948616	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948618	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948624	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948626	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948632	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00948636	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00948637	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948639	RETIREE	MEDICAL AFTER RETIREMENT	42.00
00948643	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948647	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948649	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948653	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948658	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948661	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948666	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948677	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948682	RETIREE	MEDICAL AFTER RETIREMENT	24.32
00948685	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948692	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948695	RETIREE	MEDICAL AFTER RETIREMENT	79.69
<b>579</b>	<b>Post Retirement Medical-Mgmt Fund</b>		
<b>Non Departmental</b>			
00413731	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00413733	RETIREE	MEDICAL AFTER RETIREMENT	1,476.00
00413734	RETIREE	MEDICAL AFTER RETIREMENT	856.90
00413738	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00413741	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00413745	RETIREE	MEDICAL AFTER RETIREMENT	397.82
00413747	RETIREE	MEDICAL AFTER RETIREMENT	81.52
00413751	RETIREE	MEDICAL AFTER RETIREMENT	432.38
00413757	RETIREE	MEDICAL AFTER RETIREMENT	445.66
00413758	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00413759	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948522	RETIREE	MEDICAL AFTER RETIREMENT	316.68
00948529	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948530	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948533	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948535	RETIREE	MEDICAL AFTER RETIREMENT	167.79
00948537	RETIREE	MEDICAL AFTER RETIREMENT	137.69



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00948538	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00948546	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948550	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948552	RETIREE	MEDICAL AFTER RETIREMENT	92.00
00948554	RETIREE	MEDICAL AFTER RETIREMENT	856.90
00948557	RETIREE	MEDICAL AFTER RETIREMENT	683.04
00948558	RETIREE	MEDICAL AFTER RETIREMENT	209.01
00948560	RETIREE	MEDICAL AFTER RETIREMENT	451.37
00948561	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948563	RETIREE	MEDICAL AFTER RETIREMENT	432.38
00948574	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948575	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948576	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948582	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00948583	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948584	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948591	RETIREE	MEDICAL AFTER RETIREMENT	263.02
00948592	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00948594	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948598	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948599	RETIREE	MEDICAL AFTER RETIREMENT	236.69
00948600	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00948606	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948609	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948610	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948611	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948615	RETIREE	MEDICAL AFTER RETIREMENT	654.66
00948619	RETIREE	MEDICAL AFTER RETIREMENT	147.98
00948621	RETIREE	MEDICAL AFTER RETIREMENT	609.06
00948622	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948625	RETIREE	MEDICAL AFTER RETIREMENT	1,681.54
00948628	RETIREE	MEDICAL AFTER RETIREMENT	291.15
00948631	RETIREE	MEDICAL AFTER RETIREMENT	137.69
00948633	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948634	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948635	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948640	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948645	RETIREE	MEDICAL AFTER RETIREMENT	864.41
00948648	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948651	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948652	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948654	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948655	RETIREE	MEDICAL AFTER RETIREMENT	137.69
00948656	RETIREE	MEDICAL AFTER RETIREMENT	856.90
00948657	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00948663	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948664	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948665	RETIREE	MEDICAL AFTER RETIREMENT	79.69



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00948667	RETIREE	MEDICAL AFTER RETIREMENT	263.02
00948668	RETIREE	MEDICAL AFTER RETIREMENT	683.04
00948669	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948672	RETIREE	MEDICAL AFTER RETIREMENT	432.38
00948674	RETIREE	MEDICAL AFTER RETIREMENT	318.86
00948676	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948678	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948681	RETIREE	MEDICAL AFTER RETIREMENT	110.00
00948684	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948686	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948687	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948688	RETIREE	MEDICAL AFTER RETIREMENT	2,471.54
00948690	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948691	RETIREE	MEDICAL AFTER RETIREMENT	1,987.00
<b>580</b>	<b>Loss Control Fund</b>		
<b>Human Resources</b>			
00413931	CALIF, STATE OF	USE TAX REMITTANCE	15.28
<b>611</b>	<b>Water Fund</b>		
<b>Non departmental</b>			
00413489	BISHOP CO	SUPPLIES	566.32
00413491	BRADY INDUSTRIES	JANITORIAL SUPPLIES	8,938.21
00413535	HAWTHORN VENTURES LLC	UNIFORMS	822.04
00413614	ANIXTER INC	SUPPLIES	820.03
00413623	BISHOP CO	SUPPLIES	48.85
00413775	BISHOP CO	SUPPLIES	86.84
00413777	BRADY INDUSTRIES	JANITORIAL SUPPLIES	1,031.48
00413813	FASTENAL CO	SUPPLIES	128.57
00413820	FOUNDRY CONSTRUCTION INC	RELEASE OF RETENTION	12,100.78
00413827	HAWTHORN VENTURES LLC	UNIFORMS	5,346.15
00413843	LOWES COMPANIES INC	SUPPLIES	421.10
00413849	MICHAEL DEGOEY	MAXIFLEX GLOVES	749.24
00413918	BISHOP CO	SUPPLIES	56.27
00413931	CALIF, STATE OF	USE TAX REMITTANCE	65.61
00413947	FASTENAL CO	SUPPLIES	4,573.61
00948504	GRAINGER INC	SUPPLIES	587.97
00948703	GRAINGER INC	SUPPLIES	744.23
00948721	GRAINGER INC	SUPPLIES	856.72
<b>Water Supervision</b>			
00413660	HAWTHORN VENTURES LLC	UNIFORMS	1,463.93
00413722	VERIZON WIRELESS	DATA USAGE	152.04
00413931	CALIF, STATE OF	USE TAX REMITTANCE	10.23
00414010	STATE WATER RES CONTROL BOARD	SRF INTEREST	711,359.97
<b>Water Production</b>			
00413481	APPLIED TECHNOLOGY GROUP INC	RADIOS	235.95
00413492	BRENNTAG PACIFIC INC	CHEMICALS	5,399.23
00413494	BURLINGAME ENGINEERS INC	SUPPLIES	865.55
00413500	CLEAN LAKES INC	RESERVOIR TREATMENT	28,306.39
00413527	FRANK A OLSEN COMPANY INC	PROFESSIONAL SERVICES	1,600.00





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00413532	GUALCO GROUP INC, THE	PROFESSIONAL SERVICES	4,000.00
00413533	HACH CO	SERVICE	47.20
00413534	HASA INC	CHEMICALS	28,863.97
00413542	KAGIN, IVONA	EXPENSE REIMBURSEMENT	200.00
00413543	KARL NEEDHAM ENTERPRISES INC	RENTAL SERVICES	36,511.18
00413554	MCMaster CARR SUPPLY CO	PIPE FITTINGS AND PARTS	2,822.18
00413559	ODYSSEY POWER CORPORATION	GENERATOR SERVICE CALL	2,099.30
00413577	SHERWIN WILLIAMS CO	PAINT SAMPLES	120.87
00413588	SWAN ANALYTICAL INSTRUMENTS USA INC	SWAN TURB PARTS	1,045.45
00413594	UNIVAR SOLUTIONS USA INC	CHEMICALS	17,860.96
00413609	ALLSTEEL INC	FURNITURE	66,964.80
00413619	AT AND T MCI	PHONES	823.08
00413625	BRENTWOOD PRESS AND PUBLISHING INC	WELCOME GUIDE AD 2024	3,189.00
00413628	CANON FINANCIAL SERVICES	COPIER LEASE	227.56
00413636	CONTRA COSTA HEALTH SERVICES	HAZMAT CUPA	11,837.00
00413637	CONTRA COSTA HEALTH SERVICES	CUPA HAZMAT	2,082.00
00413638	CONTRA COSTA WATER DISTRICT	RAW WATER	1,545,011.21
00413661	HD SUPPLY INC	EQUIPMENT	2,870.38
00413663	HOUSE, KEVIN SHAW	EXPENSE REIMBURSEMENT	326.20
00413680	MCMaster CARR SUPPLY CO	PIPES AND FITTINGS	1,605.82
00413691	PACIFIC GAS AND ELECTRIC CO	GAS	191,051.73
00413707	SHERWIN WILLIAMS CO	SAMPLES	277.24
00413722	VERIZON WIRELESS	DATA USAGE	381.60
00413723	VESTIS GROUP INC	WEEKLY SUPPLIES	108.34
00413725	WALTER BISHOP CONSULTING	PROFESSIONAL SERVICES	1,530.00
00413762	ALAMEDA ELECTRICAL DISTRIBUTORS	PARTS	164.33
00413763	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	78.64
00413766	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL	425.00
00413778	BRENNTAG PACIFIC INC	CHEMICALS	5,432.93
00413781	BURLINGAME ENGINEERS INC	PARTS	1,608.79
00413801	CONTRA COSTA HEALTH SERVICES	CUPA HAZMAT	1,776.00
00413829	HOME DEPOT, THE	SUPPLIES	328.29
00413837	KGS NORTHWEST LLC	REPLACEMENT VALVE	113.45
00413840	LIM AUTOMOTIVE SUPPLY INC	PARTS	851.68
00413843	LOWES COMPANIES INC	SUPPLIES	863.00
00413847	MCMaster CARR SUPPLY CO	VALVES AND PIPES	688.59
00413868	REINHOLDT ENGINEERING CONSTR	INSPECTION SERVICES	175.00
00413869	RICE LAKE WEIGHING SYSTEMS INC	LAB WEIGHTS	165.00
00413875	SHERWIN WILLIAMS CO	SUPPLIES	818.52
00413889	UNIVAR SOLUTIONS USA INC	CHEMICALS	17,962.65
00413894	VESTIS GROUP INC	WEEKLY SUPPLIES	216.68
00413915	AT AND T MCI	PHONES	126.28
00413920	BRENNTAG PACIFIC INC	CHEMICALS	5,317.41
00413931	CALIF, STATE OF	USE TAX REMITTANCE	1,800.70
00413935	CITY OF BRENTWOOD	GOUNDWATER SUPPORT	673.75
00413950	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	350.41
00413953	HACH CO	PARTS	2,308.27
00413957	HONEYWELL INTERNATIONAL INC	PROFESSIONAL SERVICES	6,662.10



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00413964	LIM AUTOMOTIVE SUPPLY INC	PARTS	1,181.71
00413969	MCMASTER CARR SUPPLY CO	DRIVE OVER CABLE RAMP	1,836.19
00413973	MUTULO, DERRIC VINCENT	EXPENSE REIMBURSEMENT	100.06
00413980	PACIFIC GAS AND ELECTRIC CO	GAS	199,416.13
00413986	POLYDYNE INC	CENTRIFUGE POLYMER	7,576.80
00413987	POWERSPORTS OF VALLEJO INC	EV KINETIC	36,221.44
00414021	VESTIS GROUP INC	WEEKLY SUPPLIES	108.34
00414024	WILSON, DAVID	EXPENSE REIMBURSEMENT	98.00
00948490	CHEMTRADE CHEMICALS US LLC	CHEMICALS	11,076.05
00948492	EVOQUA WATER TECHNOLOGIES LLC	SERVICES	457.04
00948494	GRAINGER INC	PARTS	202.82
00948502	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	613.04
00948508	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	400.00
00948699	CHEMTRADE CHEMICALS US LLC	CHEMICALS	11,684.54
00948702	CONSOLIDATED ELECTRICAL DIST INC	PARTS	192.92
00948703	GRAINGER INC	SUPPLIES	1,588.61
00948705	KOFFLER ELECTRICAL MECHANICAL	PUMP WORK	44,938.48
00948706	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	400.00
00948716	CHEMTRADE CHEMICALS US LLC	CHEMICALS	19,287.84
00948720	EUROFINS EATON ANALYTICAL INC	TESTING SERVICES	169.00
<b>Water Distribution</b>			
00413480	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	2,872.64
00413498	CHECK PROCESSORS INC	MONTHLY LOCKBOX PROCESSING	557.34
00413531	GRISWOLD INDUSTRIES	DELIVERY OF REPAIR PARTS	759.71
00413562	PACE SUPPLY CORP	COPPER	23,825.37
00413563	PACIFIC CREDIT SERVICES	COLLECTION FEES	19.95
00413570	ROBERTS AND BRUNE CO	PARTS	11,331.63
00413599	WHITE CAP LP	CEMENT MIXER	4,592.25
00413609	ALLSTEEL INC	FURNITURE	10,579.81
00413610	ALTA FENCE	FENCE REPAIR	640.50
00413619	AT AND T MCI	PHONES	29.12
00413642	DELTA DIABLO	PARKS RECYCLE WATER	8,641.41
00413649	FASTENAL CO	SUPPLIES	1,180.87
00413651	G AND S PAVING	PAVE SERVICE CUTS	6,874.01
00413655	GRANITE CONSTRUCTION CO	SUPPLIES	2,437.55
00413668	ISINGS CULLIGAN	MAY 24 WATER SERVICE	28.93
00413687	OFFICE DEPOT INC	OFFICE SUPPLIES	35.66
00413690	PACE SUPPLY CORP	PARTS	10,587.59
00413691	PACIFIC GAS AND ELECTRIC CO	GAS	44.79
00413700	SABRE BACKFLOW LLC	CALIBRATION SUPPLIES	541.66
00413714	STANDARD PLUMBING SUPPLY CO. INC.	PLUMBING SUPPLIES	735.90
00413722	VERIZON WIRELESS	DATA USAGE	3,501.51
00413763	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	231.05
00413803	CROWDER SUPPLY CO LLC	PARTS	943.85
00413806	CWEA SFBS	CWES MEM RENEWAL	442.00
00413808	DELTA DIABLO	PARKS RECYCLE WATER MAY	9,727.59
00413820	FOUNDRY CONSTRUCTION INC	PROGRESS PAYMENT	2,662.00
00413834	JACK DOHENY COMPANY	PARTS	732.71



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00413843	LOWES COMPANIES INC	SUPPLIES	1,555.08
00413856	OFFICE DEPOT INC	OFFICE SUPPLIES	1,575.41
00413858	PACE SUPPLY CORP	PARTS	12,052.65
00413870	ROBERTS AND BRUNE CO	PARTS	22,538.79
00413873	ROYAL BRASS INC	PARTS	732.87
00413881	STANDARD PLUMBING SUPPLY CO. INC.	PLUMBING SUPPLIES	733.31
00413888	ULINE	SUPPLIES	1,011.29
00413931	CALIF, STATE OF	USE TAX REMITTANCE	151.50
00413947	FASTENAL CO	TOOLS	442.23
00413967	M AND L OVERHEAD DOORS	PROFESSIONAL SERVICES	492.50
00413980	PACIFIC GAS AND ELECTRIC CO	GAS	43.50
00413989	REYES, ADRIAN EDGARDO	EXPENSE REIMBURSEMENT	126.50
00413990	ROBERTS AND BRUNE CO	COPPER	3,846.74
00414003	STANDARD PLUMBING SUPPLY CO. INC.	PLUMBING SUPPLIES	1,143.88
00948487	BADGER METER INC	CELLULAR SERVICE	10,305.78
00948497	WILLIAMS SCOTSMAN INC	STORAGE CONTAINER RENTAL	499.30
00948505	INFOSEND INC	PRINT AND MAIL SERVICES	13,220.41
00948698	BADGER METER INC	METER REGISTERS	123,057.19
00948704	INFOSEND INC	PRINT AND MAIL SERVICES	1,349.03
00948710	RED WING SHOE STORE	SAFETY SHOES- DE OLIVEIRA, P	300.00
00948714	BADGER METER INC	CELLULAR SERVICE	11,345.94
00948721	GRAINGER INC	PARTS	289.20
00948727	UBEO BUSINESS SERVICES	COPIER USAGE	16.38
00948729	WILLIAMS SCOTSMAN INC	STORAGE CONTAINER RENTAL	297.89
<b>Public Buildings &amp; Facilities</b>			
00413788	CDM SMITH INC	PROFESSIONAL SERVICES	105,156.93
00948495	SHIMMICK CONSTRUCTION INC	PROGRESS PAYMENT	500,066.65
00948724	SHIMMICK CONSTRUCTION INC	PROGRESS PAYMENT	822,279.96
<b>Water Systems</b>			
00413562	PACE SUPPLY CORP	CONCRETE METER BOX LIDS	27,281.50
<b>621 Sewer Fund</b>			
<b>Non departmental</b>			
00413820	FOUNDRY CONSTRUCTION INC	RELEASE OF RETENTION	12,100.82
<b>Swr-Wastewater Administration</b>			
00413479	ANTIOCH ACE HARDWARE	SUPPLIES	159.17
00413480	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	2,872.64
00413498	CHECK PROCESSORS INC	MONTHLY LOCKBOX PROCESSING	557.35
00413525	FERNANDEZ LOPEZ, KIM ANGEL	EXPENSE REIMBURSEMENT	300.00
00413560	OFFICE DEPOT INC	OFFICE SUPPLIES	109.07
00413570	ROBERTS AND BRUNE CO	SUPPLIES	168.57
00413583	SPARTAN TOOL LLC	PARTS	1,819.79
00413610	ALTA FENCE	FENCE REPAIR	640.50
00413619	AT AND T MCI	PHONES	59.35
00413651	G AND S PAVING	PAVE SERVICE CUTS	6,874.01
00413655	GRANITE CONSTRUCTION CO	SUPPLIES	2,437.55
00413656	GUILLORY, PHYLLIS DEMETRI	EXPENSE REIMBURSEMENT	192.00
00413668	ISINGS CULLIGAN	MAY 24 WATER SERVICE	28.93
00413669	JACK DOHENY COMPANY	PARTS	552.32



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00413691	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,001.63
00413698	ROBERTS AND BRUNE CO	PARTS	2,469.38
00413722	VERIZON WIRELESS	DATA USAGE	3,193.68
00413763	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	106.69
00413806	CWEA SFBS	CERT RENEWAL	103.00
00413820	FOUNDRY CONSTRUCTION INC	PROGRESS PAYMENT	2,662.00
00413843	LOWES COMPANIES INC	SUPPLIES	2,358.52
00413855	OCCUPATIONAL HEALTH CTR OF CA INC	PRE-EMPLOYMENT PHYSICAL	1,742.00
00413878	SIGNARAMA	SUPPLIES	352.90
00413888	ULINE	SUPPLIES	1,011.15
00413931	CALIF, STATE OF	USE TAX REMITTANCE	198.55
00413980	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,298.98
00413990	ROBERTS AND BRUNE CO	PARTS	4,872.90
00414001	SMARTCOVER SYSTEMS	SYSTEM MAINTENANCE	15,342.00
00948497	WILLIAMS SCOTSMAN INC	STORAGE CONTAINER RENTAL	499.31
00948504	GRAINGER INC	SUPPLIES	69.86
00948505	INFOSEND INC	PRINT AND MAIL SERVICES	12,750.41
00948511	OWEN EQUIPMENT SALES	PARTS	2,480.59
00948704	INFOSEND INC	PRINT AND MAIL SERVICES	1,349.01
00948707	OWEN EQUIPMENT SALES	PARTS	3,723.44
00948723	SCOTTO, CHARLES W AND DONNA F	AUGUST 2024 RENT	5,000.00
00948729	WILLIAMS SCOTSMAN INC	STORAGE CONTAINER RENTAL	297.89
<b>631</b>	<b>Marina Fund</b>		
	<b>Marina Administration</b>		
00413491	BRADY INDUSTRIES	JANITORIAL SUPPLIES	165.64
00413517	DOCKWA	SOFTWARE SUBSCRIPTION	10,000.00
00413585	STEPHANIES AUTO CLEARANCE	BOAT LIEN SALE APPLICATION	750.00
00413592	TERRACARE ASSOCIATES	PARK MAINTENANCE	758.00
00413597	WEST MARINE PRO	FLOAT JACKET	344.11
00413608	ALHAMBRA	WATER SERVICE	62.45
00413609	ALLSTEEL INC	FURNITURE	13,105.93
00413691	PACIFIC GAS AND ELECTRIC CO	GAS	4,648.90
00413693	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	125.00
00413722	VERIZON WIRELESS	DATA USAGE	38.01
00413763	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	78.64
00413793	COMCAST	CONNECTION SERVICES	693.06
00413843	LOWES COMPANIES INC	SUPPLIES	520.35
00413882	STEPHANIES AUTO CLEARANCE	LIEN SALE COMPLETION FEE/AD	350.00
00413891	VECTOR MEDIA HOLDING CORP	ADVERTISING	2,500.00
00413931	CALIF, STATE OF	USE TAX REMITTANCE	0.41
00413946	ESPINOZA, MIGUEL	MARINA INTERIOR PAINTING	2,490.00
00413980	PACIFIC GAS AND ELECTRIC CO	GAS	4,924.54
00413983	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	125.00
00414005	STATE OF CALIFORNIA	LOAN PAYMENT	54,323.00
00414006	STATE OF CALIFORNIA	LOAN PAYMENT	89,025.00
00414007	STATE OF CALIFORNIA	LOAN PAYMENT	22,716.00
00414008	STATE OF CALIFORNIA	LOAN PAYMENT	15,325.00
00414016	TERRACARE ASSOCIATES	PARK MAINTENANCE	758.00



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00948508	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,300.00
00948706	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,300.00



AS HOUSING SUCCESSOR TO  
THE ANTIOCH DEVELOPMENT AGENCY  
CLAIMS BY FUND REPORT  
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**227      Housing Fund**

***Housing***

00413727	WINTER NIGHTS FAMILY SHELTER INC	Q2 FY 23-24 SERVICES	11,703.17
00413825	HABITAT FOR HUMANITY EAST BAY	MARCH PAYMENT FY 23-24	90,484.42
00413997	SHELTER INC	Q3 FY 23-24 SERVICES	34,999.48





## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of July 23, 2024

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

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

**SUBJECT:** REJECTION OF CLAIM: A.J. JACKSON

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### **RECOMMENDED ACTION**

It is recommended that the City Council reject the claim submitted by A.J. Jackson.

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

### **ATTACHMENTS**

None.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of July 23, 2024

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

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

**SUBJECT:** Second Reading: Ordinance Adding Chapter 4 to Title 4 (Public Safety) of the Antioch Municipal Code Relating to:  
**Organizing, Advertising, and Being a Spectator at** Street Racing, Sideshows, and Reckless Driving Exhibitions

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt the proposed ordinance adding Chapter 4 to Title 4 (Public Safety) of the Antioch Municipal Code, which prohibits **organizing, advertising, and being a spectator at** street racing, sideshows, and reckless driving exhibitions (Attachment A).

### **FISCAL IMPACT**

There is no fiscal impact associated with the recommended action.

### **DISCUSSION**

The California Vehicle Code (CVC) criminalizes engaging in motor vehicle speed contests, speed exhibitions, and reckless driving, including aiding and abetting these activities. Under state law, violators are guilty of a misdemeanor and can face penalties including up to 90 days in jail, a fine of \$1,000, or both, 40 hours of community service, and suspension of a perpetrator's driver's license for three to six months. Increased penalties are imposed on repeat violators or violations resulting in serious bodily injury.

Despite law enforcement efforts to enforce the existing State regulations, the City's streets have been the site of continuing illegal sideshows, speed contests, and exhibitions of speed over several years. These events attract spectators. The presence of spectators encourages street racing to continue, which creates a public nuisance that generates noise, air pollution, an increase in traffic accidents, property crimes and damage, personal injuries, deaths, and calls for law enforcement and emergency medical services. California DMV reported a significant increase in 2021 in the number of reckless driving citations statewide and an 80% increase in excessive speed violations. The California Highway Patrol has reported as of May 2023 that, in the past five years, 264 collisions

statewide attributed to street racing and sideshows, resulting in 30 fatalities and 124 serious injuries. Therefore, illegal street racing poses an imminent risk to the health and safety of participants, spectators, and the general public.

### **1. State Law Provides Legal Accountability for Drivers in Sideshows and Street Races**

The existing penalties for drivers in sideshows and street races are extensive. The California Vehicle Code (“**CVC**”) makes it illegal to engage in the following conduct on all public streets and offstreet parking facilities:

- Motor vehicle speed contests, where one vehicle races against another vehicle or against a clock, on public highways are prohibited (CVC § 23109(a)).
- Aiding or abetting motor vehicle speed contests is prohibited (CVC § 23109(b)).
- Motor vehicle speed exhibitions are prohibited (CVC § 23109(b)(c)).
- Driving on a highway with deliberate disregard for the safety of persons or property is prohibited (Section 23103(a)).
- Driving on an off-street parking facility with deliberate disregard for the safety of persons or property is prohibited (CVC § 23103 (b)).

The California Vehicle Code allows a police officer to arrest a person and seize their motor vehicle if the police officer determines that the person engaged in these illegal activities. Police can impound the vehicle for up to 30 days (CVC § 23109(h)).

Arrests and/or citations for sideshow or speed racing drivers may lead to driver’s license suspension. Vehicles are also subject to inspection for modifications to the engine or smog emissions devices, which can lead to out of service orders placed on vehicles. Vehicles placed out of service are often required to be inspected by the State Referee and repairs can be costly.

### **2. Antioch City Council Discussions**

On November 14, 2023, the City Council considered, as a discussion item, a proposed ordinance prohibiting spectators at illegal street races, sideshows, or reckless driving exhibitions on or in public highways or offstreet parking facilities within the City. During that discussion, the City Council provided direction that the Council did not want to criminalize the act of being a spectator at an illegal race, instead Council sought to focus on the actions of more culpable individuals, such as individuals who may directly organize or advertise such activities.

On February 27, 2024, the City Council introduced by title only and waived further reading of an Ordinance that would prohibit advertising or organizing various types of illegal street races, sideshows, or reckless driving exhibitions on or in public highways or offstreet parking facilities within the City. On motion by Councilmember Torres-Walker, seconded by Councilmember Barbanica, the City Council unanimously introduced by title only and waived further reading of the ordinance.

At the March 12, 2024 meeting, the City Council did not adopt the ordinance adding Chapter 4 to Title 4 (Public Safety) of the Antioch Municipal Code, which prohibits

organizing or advertising street racing, sideshows, and reckless driving exhibitions. No action was taken on the ordinance because several councilmembers believed that the proposed ordinance was not strong enough to be effective in reducing sideshow activities.

At the June 25, 2024 meeting, the City Council approved the ordinance adding Chapter 4 to Title 4 (Public Safety) of the Antioch Municipal Code, which prohibits spectating, organizing or advertising street racing, sideshows, and reckless driving exhibitions.

**3. A City Ordinance Can Provide Legal Accountability for Organizers, Advertisers and Spectators at Sideshows, Street Races, and Reckless Driving Exhibitions**

The ordinance that City Council has approved contains proactive measures to discourage illegal sideshows, street races, and exhibitions of speed within the City, by regulating the organizing or advertising of such activities. The following activities would be specifically prohibited by the ordinance:

- Knowingly organizing a street race, sideshow, reckless driving exhibition, or exhibition of speed conducted within the City on a public street, highway, or in an offstreet parking facility.
- Advertising, within the City, a street race, sideshow, or exhibition of speed conducted or to be conducted in the City on a public street, highway, or in an offstreet parking facility.
- Advertising online, including on social media, a street race, sideshow, or exhibition of speed conducted or to be conducted in the City on a public street, highway, or in an offstreet parking facility.
- Being a spectator at sideshows, street races, and reckless driving exhibitions. The ordinance's definition of a spectator would apply to those who are found within 200 feet of the location of a sideshow, street race, or the site of the preparations for these activities, for the purpose of viewing, observing, watching, or witnessing the event as it progresses.

Implementing this sideshow and street racing organizer, advertiser and spectator ordinance would substantially broaden the scope of individuals held legally accountable for sideshows and street races beyond the drivers participating in the event. A sideshow and street racing organizer, advertiser and spectator ordinance would prohibit promotion of, preparation for, participation in, and attendance as a spectator at sideshows or street races.

The ordinance would discourage organizing and being a spectator at illegal sideshows or street races by providing proper notice of unlawful activities to citizens, addressing a clear, identifiable, and limited population, and holding individuals accountable for promoting, preparing, participating in, and being a spectator at sideshows.

This ordinance would assist the City in taking enforcement action against those who park their vehicles in a position that interferes with traffic by blocking an intersection to set the stage for a sideshow or street race. For example, these spectators could be held accountable for being an integral part of the production by having their cars seized.

The ordinance targets a clear, limited population and gives proper notice to individuals as to which activities are lawful and which activities are unlawful. Advertising illegal activity is not constitutionally protected speech. The ordinance includes proper exclusions to prevent interference with or inhibition of any lawful exercise of constitutionally protected rights of freedom of press and freedom of speech.

The ordinance may reduce the probability of accidents, injuries, and death caused by sideshows. It may also protect against damage to private property, homes, and vehicles. The ordinance may also alleviate harmful health and environmental impacts, such as the trauma and stress created by sideshow noise and air pollution.

### **ATTACHMENTS**

- A. Ordinance - Prohibits **organizing, advertising, and being a spectator at** street racing, sideshows, and reckless driving exhibitions

ORDINANCE NO. \_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH, CALIFORNIA, ADDING CHAPTER 4 TO TITLE 4 (PUBLIC SAFETY) OF THE ANTIOCH MUNICIPAL CODE RELATING TO ORGANIZING, ADVERTISING, AND BEING A SPECTATOR AT SIDESHOWS, STREET RACING, AND RECKLESS DRIVING EXHIBITIONS**

**WHEREAS**, motor vehicle speed contests and exhibitions of speed, more commonly referred to as “street races,” and common acts of reckless driving often occur during, or when preparations are being made for, such illegal street races. This includes pre-race events referred to as “sideshows” or motorcycle “stunting” in which groups of people block streets and sidewalks to form sideshow or stunt areas in conjunction with street races;

**WHEREAS**, sideshows, street races, exhibitions of speed, and motorcycle stunting pose an immediate threat to the health and safety of the public, interfere with pedestrian and vehicular traffic, create a public nuisance, and inhibit private business owners from enjoying the use of their property within the City;

**WHEREAS**, groups of racers, sideshow participants, stunters, and spectators gather on the streets and in off-street parking facilities and, among other things, block traffic on the streets and sidewalks in order to form a racetrack, sideshow or stunt area, place bets and wagers, and otherwise encourage, aid, and abet the street racing process;

**WHEREAS**, illegal street racers accelerate to high speeds without regard to oncoming traffic, pedestrians, or other vehicles, and the racers drive quickly from street to street, race for several hours, and then move to different locations upon the arrival of law enforcement;

**WHEREAS**, these activities often result in an increase in traffic accidents, property crimes and damage, personal injuries, deaths, and calls for law enforcement and emergency medical service;

**WHEREAS**, these illegal street racing activities pose an imminent risk to the health and safety of participants, spectators, and the general public;

**WHEREAS**, pursuant to California Vehicle Code sections 23103, *et seq.*, and 23109, *et seq.*, motor vehicle speed contests, reckless driving, exhibitions of speed conducted on public streets and highways, and reckless driving conducted on public streets, highways, and off-street parking facilities, as well as aiding and abetting in some of these violations, are already illegal under California law;

**WHEREAS**, the City’s streets have been the site of continuing sideshows, speed contests, and exhibitions of speed over several years, despite law enforcement efforts to prevent and abate these illegal events through the enforcement of existing traffic laws;

**WHEREAS**, illegal sideshows, street racing, exhibitions of speed, and motorcycle stunting attract many spectators, and create an environment in which illegal activities can fester;

**WHEREAS**, illegal street racing, sideshows, exhibitions of speed, and motorcycle stunting can generate revenue for organizers and advertisers;

**WHEREAS**, advertising illegal activity and spectating illegal activity are not constitutionally protected speech; and

**WHEREAS**, the City desires to discourage illegal sideshows, street races, and exhibitions of speed by making the organizing or advertising of such activities or participation as a spectator in such activities unlawful within the City.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES ORDAIN AS FOLLOWS:**

**Section 1. INCORPORATION OF RECITALS.** The foregoing recitals are true, correct, and incorporated by reference as if set forth in full herein.

**Section 2. PURPOSE.** The purpose of this Ordinance is to discourage and prevent street racing, sideshows, reckless driving exhibitions, and related activities by prohibiting persons from being involved as organizers, advertisers, or spectators of such events and providing appropriate enforcement measures to protect the public and deter this illegal activity.

**Section 3. ADDITION OF CHAPTER 4.** Chapter 4 is hereby added to Title 4 (Public Safety) of the Antioch Municipal Code to read as follows:

#### **Chapter 4**

##### **Street Racing, Sideshows, and Reckless Driving Exhibitions**

- 4-4.101 Findings and Purpose**
- 4-4.102 Definitions**
- 4-4.103 Nonexclusive Remedy**
- 4-4.104 Organizing or Advertising Sideshows, Street Races, and Reckless Driving Prohibited**
- 4-4.105 Relevant Circumstances to Prove a Violation**
- 4-4.106 Spectators at Sideshows, Street Races, and Reckless Driving Prohibited**
- 4-4.107 Relevant Circumstances to Prove a Violation**
- 4-4.108 Enforcement**



#### **4-4.101 Findings and Purpose**

**A.** The streets within the City have been the site of continuing illegal sideshows, speed contests, and exhibitions of speed over several years despite law enforcement efforts to prevent and abate these illegal events through the enforcement of existing traffic laws. Illegal motor vehicle sideshows, speed contests and exhibitions of speed are fueled by the activities of organizers, advertisers, and spectators. Often, such events generate profit for their organizers and advertisers. The events are a public nuisance emitting air pollution, including noxious odors, and noise pollution. The events also create an environment in which illegal activities can fester. Therefore, the intent and purpose of this Chapter is to discourage organization and advertising of illegal motor vehicle sideshows, speed contests, and exhibitions of speed in the City. It also aims to discourage the presence of spectators at these events.

**B.** This Chapter targets a clear, limited population and gives proper notice to individuals as to which activities are lawful and which activities are unlawful. The quantity of people exposed to the dangers associated with participating in and being a spectator at illegal sideshows, street races, and exhibitions of speed is likely to be decreased by discouraging organizers, advertisers, and spectators from being involved with such events in the City.

**C.** This Chapter is not intended to interfere with or inhibit any exercise of constitutionally protected rights of freedom of press and freedom of speech such as (but not limited to) peaceful expressions of political or religious opinions, not involving offensive personal conduct. The City Council finds and declares that advertisements for illegal events such as street racing, motor vehicle sideshows, speed contests, and exhibitions of speed are not legally protected speech.

**D.** This Chapter is intended to compliment state laws governing the regulation of speed contests, exhibitions of speed, and sideshows. This Chapter is not intended to preempt state laws governing the regulation of illegal motor vehicle sideshows, speed contests, and exhibitions of speed events.

#### **4-4.102 Definitions**

For purposes of this Chapter, unless a word's context clearly requires otherwise, the following definitions apply:

**A.** "Advertise" means to promote, publish, announce, or declare the occurrence or fact of an event, for the purpose of either: (i) increasing attendance by participants or spectators at such event or future events of a substantially similar nature; or (ii) soliciting payment, funds, contributions, donations, entry fees, or other consideration. Advertising may be done in writing or orally, by sign, card, or notice, whether electronically or via physical media.

## **ATTACHMENT A**

- B.** "Driver" means any person who drives a motor vehicle.
- C.** "Event" means an illegal motor vehicle speed contest, exhibition of speed, or sideshow, as those terms are defined in the California Vehicle Code.
- D.** "Exhibition of speed" means any unlawful motor vehicle exhibition of speed as defined by California Vehicle Code Section 23109(c), as may be amended, whether or not the exhibition of speed is attended by persons other than the drivers performing such unlawful activity.
- E.** "Motor vehicle" means a vehicle as defined in California Vehicle Code Section 670, as may be amended.
- F.** "Motor vehicle speed contest" means any unlawful motor vehicle speed contest, as defined by California Vehicle Code Section 23109(a), as may be amended, whether or not the race is attended by persons other than the drivers racing the vehicles on City streets.
- G.** "Offstreet parking facility" has the same meaning as set forth in subdivision (c) of California Vehicle Code Section 12500, as may be amended, and includes any public or private parking facility open and accessible to members of the public.
- H.** "Person" includes any natural person and any legal person, including but not limited to a corporation, partnership, or limited liability company.
- I.** "Preparations for," or "Organizing," any sideshow, street race or reckless driving exhibition includes, but is not limited to, any of the following acts done for the purpose of a sideshow, street race or reckless driving exhibition:
1. One (1) or more motor vehicles and persons have arrived at a predetermined location on a public street or highway or in an offstreet parking facility;
  2. Two (2) or more persons have gathered on, or adjacent to, a public street or highway;
  3. Two (2) or more persons have gathered in an offstreet parking facility;
  4. One (1) or more persons have impeded the free use of a public street, highway, or offstreet parking facility by acts, words, or physical barriers;
  5. One (1) or more motor vehicles have lined up on a public street, highway, or offstreet parking facility with motors running;

6. One (1) or more drivers is revving a motor vehicle's engine or causing the motor vehicle's tires to spin; or

7. A person is standing or sitting in a location to act as a race starter.

**J.** "Reckless driving exhibition" means any exhibition of reckless driving as defined in Vehicle Code Section 23103, as may be amended.

**K.** "Sideshow" means an event in which two or more persons block or impede traffic on a highway for the purpose of performing motor vehicle stunts, street racing, or reckless driving for spectators referred to in subdivision (i)(2)(A) of the California Vehicle Code Section 23109, as may be amended.

**L.** "Spectator" means any individual who is present at an illegal motor vehicle sideshow, speed contest, or exhibition of speed, or at a location where preparations are being made for such activities for the purpose of viewing, observing, watching, or witnessing the event.

**M.** "Street race" or "street racing" means any motor vehicle speed contest or motor vehicle exhibition of speed referred to in subdivisions (a) and (c) of California Vehicle Code Section 23109, as may be amended.

#### **4-4.103 Nonexclusive Remedy**

This Chapter is not the exclusive regulation of nor penalty for participation in a motor vehicle speed contest, exhibition of speed, stunting, sideshow, reckless driving exhibition, or similar illegal activity. This Chapter supplements and is in addition to any other regulatory codes, statutes, and ordinances heretofore or hereinafter enacted by the City, the State, or any other legal entity or agency having jurisdiction.

#### **4-4.104 Organizing or Advertising Street Races, Sideshows, and Reckless Driving Exhibitions Prohibited**

**A.** It is unlawful for any person to knowingly organize a street race, sideshow, reckless driving exhibition, or exhibition of speed conducted within the City on a public street, highway, or in an offstreet parking facility.

**B.** It is unlawful for any person to advertise, within the City, a street race, sideshow, or exhibition of speed conducted or to be conducted in the City on a public street, highway, or in an offstreet parking facility.

**C.** It is unlawful for any person to advertise online, including on social media, a street race, sideshow, or exhibition of speed conducted or to be conducted in the City on a public street, highway, or in an offstreet parking facility.

**D.** Exceptions. This Section shall not apply in any of the following instances:

1. Where its application would result in an interference with or inhibition of any lawful exercise of constitutionally protected rights of freedom of press and freedom of speech. Speech promoting or encouraging imminent lawless conduct is not protected speech.
2. Nothing in this section prohibits law enforcement officers or their agents from sharing information about known or suspected events in which an illegal street race, sideshow, reckless driving exhibition, and/or exhibition of speed occurred, may occur, or may be occurring.
3. Geographic proximity to a street race, sideshow, reckless driving exhibition, or exhibition of speed alone is insufficient evidence to meet the criteria to be found guilty of organizing.

**4-4.105 Relevant Circumstances to Prove a Violation**

**A.** Notwithstanding any other provision of law, factors to consider in determining whether a violation of this Section 4-4.104 of this Chapter has occurred may include, but are not limited to, any of the following:

1. Evidence of involvement in organizing or advertising a street race, sideshow, reckless driving exhibition, or exhibition of speed within the City on a public street, highway, or in an offstreet parking facility including, but not limited to, testimonial evidence, documentary evidence, demonstrative evidence, or real (physical) evidence.
2. To the fullest extent permissible by law, evidence of prior act(s) may be considered to show the plan, opportunity, intent, knowledge, identity, and/or propensity of the person charged to organize or advertise a street race, sideshow, or a reckless driving exhibition if the prior act(s) occurred within three (3) years of the presently charged offense.

**B.** In addition to the circumstances set out in subsection **A**, above, and notwithstanding any other provision of law, to prove a violation of this Chapter, admissible evidence may also include, but is not limited to, any of the following:

1. The nature and description of the scene, including the number and configuration of traffic lanes;
2. The number of people at the scene;
3. The number and descriptions of motor vehicles at the scene.

**C.** For purposes of subsection (B), above, "Scene" refers to the location of a sideshow, street race, reckless driving exhibition, or exhibition of speed, or the location of preparations for such an event.

**4-4.106 Spectators at Sideshows, Street Races, and Reckless Driving Exhibitions Prohibited**

**A.** It is unlawful for any individual who to be knowingly present as a spectator, either on a public street or highway, or on private property open to the general public without the consent of the owner, operator, or agent thereof, at an illegal motor vehicle sideshow, street race, or reckless driving exhibition.

**B.** It is unlawful for any individual to be knowingly present as a spectator, either on a public street or highway, or on private property open to the general public without the consent of the owner, operator, or agent thereof, where preparations are being made for an illegal motor vehicle sideshow, street race, or reckless driving exhibition.

**C.** Local law enforcement shall have the authority to cite any spectator in violation of this Chapter with an administrative citation.

**D.** An individual is present at the illegal motor vehicle sideshow, street race, or reckless driving exhibition if that individual is within two hundred (200) feet of the location of the event, or within two hundred (200) feet of the location where preparations are being made for the event.

**E.** Exceptions. This Section shall not apply in any of the following instances:

1. Where its application results in or is coupled with an act prohibited by the Unruh Civil Rights Act or any other provision of law relating to prohibited discrimination against any person on account of sex, race, color, religion, creed, ancestry, national origin, disability, medical condition, marital status, or sexual orientation;
2. Where its application would result in an interference with or inhibition of peaceful labor picketing or other lawful labor activities;
3. Nothing in this section prohibits law enforcement officers or their agents from being spectators at illegal motor vehicle speed contests or exhibitions of speed in the course of their official duties.

**4-4.107 Relevant Circumstances to Prove a Violation**

**A.** Notwithstanding any other provision of law, factors to consider in determining whether a violation of Section 4-4.106 of this Chapter has occurred may include, but are not limited to, any of the following:

1. The time of day;
2. The nature and description of the scene;
3. The number of people at the scene;
4. The location of the individual charged in relation to any individual or group present at the scene;
5. The conduct of the individual charged in relation to any individual or group present at the scene;
6. The number and description of motor vehicles at the scene;
7. That the individual charged drove or was transported to the scene;

**B.** For the purposes of subsection **A**, above, "scene" refers to the location of the sideshow, street races, or reckless driving exhibition or the location of the Preparations for the street race or exhibition of speed.

**4-4.108 Enforcement**

**A.** Any person who violates this chapter is guilty of a misdemeanor subject to a maximum of six (6) months in jail, a fine of \$1,000, or both, unless at the discretion of the district attorney or a court of competent jurisdiction, the violation is reduced to an infraction. The City may seek compliance with this chapter by any remedy allowed under this Code and any other remedy allowed by law, including but not limited to the administrative citation procedures set forth in Antioch Municipal Code § 1-5. The amount of the administrative fine is \$1,000 for each violation.

**Section 4. CEQA COMPLIANCE.** The City Council finds that the adoption and implementation of this ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment, under CEQA Guidelines section 15064(e), which exempts purely economic regulations, and under Public Resources Code Section 21080(b)(4) regarding actions to mitigate or prevent an emergency.

**Section 5. SEVERABILITY.** If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

**Section 6. EFFECTIVE DATE.** This Ordinance shall become effective thirty (30) days after its adoption by the City Council.

**Section 7. CERTIFICATION.** The City Clerk shall certify the adoption of this Ordinance and shall cause the same to be published or posted as prescribed by law.

\* \* \* \* \*

**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 25<sup>th</sup> day of June, 2024 and passed and adopted at a regular meeting thereof held on the 23<sup>rd</sup> day of July, 2024, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

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

**ATTEST:**

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





## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of July 23, 2024

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

**SUBMITTED BY:** Alan Barton, Information Systems Director *AB*

**APPROVED BY:** Kwame P. Reed, Acting City Manager

**SUBJECT:** Award of a Webmaster services agreement with Digital Services.

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

- 1) Awarding a one-year Webmaster services agreement with Digital Services; and
- 2) Authorizing the Acting City Manager or designee to approve a consulting services agreement for one year with Digital Services for webmaster services for an amount not to exceed \$80,000.

### **FISCAL IMPACT**

The FY 2024/25 Information Systems Budget includes funding through the Information Services Internal Service Fund for website maintenance.

### **DISCUSSION**

On February 2, 2024, Staff solicited a request for qualifications through the City's website for Webmaster Services. On May 1, 2024, five (5) proposals were received. Based on the content of the proposals, staff determined Digital Services was the best fit to provide Webmaster Services. Webmaster services include maintenance of the City's websites, servers, and live web streaming.

Digital Services is the original designer and developer of the City's current website. They have intimate knowledge of the City's website environment. Staff is recommending awarding an agreement with Digital Services for continued website support throughout the migration process to CivicPlus.

The migration process to CivicPlus will consist of porting over all of the City's current website information into a new and modern website Content Management System (CMS). The CMS will allow City staff to efficiently manage website content in a timely manner, provide an AI chatbot to better assist public inquiries, and a more robust accessibility feature.

### **ATTACHMENT**

A. Resolution

**RESOLUTION NO. 2024/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING A CONSULTING SERVICES AGREEMENT WITH DIGITAL  
SERVICES IN THE AMOUNT NOT TO EXCEED \$80,000 FOR WEBMASTER  
SERVICES AND AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR  
2024/25 INFORMATION SERVICES BUDGET**

**WHEREAS**, On February 2, 20224, Staff solicited a request for qualifications through the City’s website for Webmaster Services. On May 1, 2024, five (5) proposals were received.; and

**WHEREAS**, City staff reviewed all proposals received and recommends awarding a consulting service agreement to Digital Services to provide webmaster services to the City.

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

- 1) Awards a one-year Webmaster services agreement with Digital Services; and
- 2) Authorizes the Acting City Manager or designee to approve a consulting services agreement for one year with Digital Services for webmaster services for an amount not to exceed \$80,000.

\* \* \* \* \*

**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 23rd day of July 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

## **CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND DIGITAL SERVICES**

THIS AGREEMENT ("**Agreement**") is made and entered into this 21 day of March, 2024 ("**Effective Date**") by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 ("**City**") and Digital Services with its principle place of business at 3377 Deer Valley Rd, Antioch CA ("**Consultant**") as of July 23, 2024. City and Consultant individually are sometimes referred to herein as "**Party**" and collectively as "**Parties.**"

**SECTION 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to provide to City the services described in the Scope of Work attached as Exhibit A attached hereto and incorporated herein at the time and place and in the manner specified therein ("**Services**"). In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

**1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2025, the date of completion specified in Exhibit A, and Consultant shall complete the Services described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect the City's right to terminate the Agreement, under 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 exceed \$100,000 notwithstanding any contrary indications that may be contained in Consultant's proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for Services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the Services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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

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

**2.2 Payment Schedule.**

**2.2.1** City shall make incremental payments, based on invoices received, [according to the payment schedule attached as Exhibit B and incorporated herein], for Services satisfactorily performed, in accordance with the requirements of this Agreement, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.

**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, unless expressly provided for in Section 2.5.

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

**2.4 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule in Exhibit B.

**2.5 Reimbursable Expenses.** Reimbursable expenses are specified below, and shall not exceed (\$ 0 ). Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

Reimbursable Expenses are:  
N/A

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

**2.7 Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until Consultant receives authorization to proceed 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 AM Best 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 **\$2,000,000** 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 Consultant 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 Consultant 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.** 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 Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

**4.5 Other Insurance Provisions.** Unless otherwise specified below, all 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 insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. CGL coverage can be provided in the form of an endorsement to the Consultant'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). This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

**4.5.2 Primary Coverage.** For any claims related to this contract, the Consultant'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 Consultant's insurance and shall not contribute with it. This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

**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.** Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant 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. This requirement shall only apply to the CGL, Automobile Liability and Workers' Compensation/Employer's Liability Insurance policies specified above.

**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 Consultant 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 Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**4.6 Certificate of Insurance and Endorsements.** Consultant 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 Consultant'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.** Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

**4.8 Higher Limits.** If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. 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 to Consultant 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** To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to City), 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 acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

**5.1.1** 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.

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

**6.2 Consultant Not 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 Services.



**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 Section in any subcontract approved by the Contract Administrator or this Agreement.

**7.6 California Labor Code Requirements.** Consultant 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, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant 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 Consultant and all subconsultants 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.

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 Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the full term of this Agreement and require the same of any subconsultants, 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.

This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant 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 Consultant or any subcontractor.

## **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 only for cause upon thirty (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 satisfactorily 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 the term of this Agreement beyond that provided for in Section 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

**8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the Parties.

**8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

**8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

**8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

**8.6.1** Immediately terminate the Agreement;

**8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or

**8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

## **SECTION 9. KEEPING AND STATUS OF RECORDS.**

**9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, drawings, 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 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.

**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 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 Section 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 Section 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 Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.

**10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**10.9 Contract Administration.** This Agreement shall be administered by Alan Barton ("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:

Digital Services  
3377 Deer Valley Rd  
Antioch, CA 94531

Any written notice to City shall be sent to:

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

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

**10.11 Integration.** This Agreement, including all exhibits and other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

**CITY:**

CITY OF ANTIOCH

\_\_\_\_\_  
Kwame P. Reed, Acting City Manager

Attest:

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

**CONSULTANT:**

Paul Jacobsohn

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

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

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

Approved as to Form:

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

*[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]*

## EXHIBIT A SCOPE OF WORK

This proposal is for ongoing webmaster services for the period of July 2024 through the end of June 2025.

### **Role of Webmaster Defined**

A Webmaster is both a technical expert and content administrator, responsible for maintaining and managing websites and the servers they run on. A Webmaster is in charge of the functionality, security, and efficiency of the websites they are in charge of. A Webmaster monitors the websites and optimizes server operation and they quickly fix issues should they arise. They create new web pages, based on content provided by staff, thereby creating a “technical bridge” and increased efficiencies.

Adding the distinction of “city government” to the Webmaster title further expands the role to include additional duties such as a comprehensive knowledge of city government organization and operation, agenda creation and management, and expert file management skills. The city government webmaster is responsible for maintaining access to the large file repository. For example, the city of Antioch’s public website consists of over a thousand web pages including 300 gigabytes of documents, images and videos dating back to 1999.

The City of Antioch contracted with Digital services because the city was looking for a way to create a firewall between the staff that edits content and what is published online. Digital services’ contract with the city has also required my company to maintain a one-million-dollar errors and omissions policy.

### **Scope of Work**

Digital services will provide all necessary services defined by the role of webmaster for the city’s websites and web servers. We will monitor all systems 24/7/365 and provide a timely resolution should an issue arise.

The webmaster services also include day to day tasks such as posting agendas, editing and creating new web pages, and updating the calendar system. We also will live stream meetings from City Hall (where required) and post a video archive to the city website.

EXHIBIT B  
PAYMENT SCHEDULE

In 2023, Digital services averaged 113 hours per month of webmaster services. This is broken down into video streaming (38 average hours per month) and (75 hours average hours per month) webmaster services. Therefore, we propose to provide webmaster services and video streaming for this period, July 2024 through the end of June 2025, at the rate of \$65 per hour.

Digital services will create an invoice at the end of each month, for the hours used in that month, and present it to the director of information services for payment. We request terms to be NET30 from the date of invoice.





## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of July 23, 2024

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

**SUBMITTED BY:** Alan Barton, Information Systems Director *AB*

**APPROVED BY:** Kwame P. Reed, Acting City Manager

**SUBJECT:** Award of a Website Content Management System Agreement with CivicPlus for Web Central

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

- 1) Awarding a four-year Website Content Management System (CMS) Agreement to CivicPlus for the City's website environment beginning July 23, 2024, through June 30, 2028, for a total amount not to exceed \$279,744.24;
- 2) Authorizing the Acting City Manager to execute the agreement (Exhibit "1" to the Resolution) in a form approved by the City Attorney; and
- 3) Authorizing the Acting City Manager or designee to make the necessary budget amendment to the Fiscal Year 2024/25 Information Systems Budget in the amount of \$82,460 for Website Services.

### **FISCAL IMPACT**

Adoption of this resolution will authorize an increase to the Fiscal Year 2024/25 funding for the Project by \$82,460. Funding for the remaining years of the contract is subject to the City's budget approval process. The complete four (4) year contract amounts are shown in Attachment B.

### **DISCUSSION**

On February 2, 2024, Staff solicited a request for qualifications through the City's website for Webmaster Services. On May 1, 2024, five (5) proposals were received. Based on the content of the proposals, staff determined CivicPlus provides the best value for the Project.

The Project provides a completely redesigned website which will utilize modern features such as AI and best practices in website accessibility. The new environment will allow City staff to more efficiently update and maintain content on the website. The website will be easier to navigate for City of Antioch employees, residents, and customers.

Staff is recommending awarding the agreement to CivicPlus, as described in the Draft Consulting Services Agreement hereto as Exhibit "1" to the resolution.

**ATTACHMENTS**

A. Resolution

Exhibit 1. Draft Consulting Services Agreement

B. CivicPlus Proposal

**RESOLUTION NO. 2024/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING A CONSULTING SERVICES AGREEMENT WITH CIVICPLUS IN THE  
AMOUNT NOT TO EXCEED \$261,809.24 FOR WEBSITE SERVICES AND AUTHORIZING  
THE NECESSARY FISCAL YEAR 2024/25 BUDGET ADJUSTMENT**

**WHEREAS,** The City of Antioch currently utilizes Digital Services for its website services, which sometimes results in inefficiencies such as allowing staff to update departmental pages as needs arise, and therefore issued a Request for Qualifications for additional Webmaster Services ("Project");

**WHEREAS,** On February 2, 2024, Staff solicited a request for qualifications through the City's website for Webmaster Services. On May 1, 2024, five (5) proposals were received;

**WHEREAS,** The Project provides a completely redesigned website which will utilize modern features such as AI and best practices in website accessibility. The new environment will allow City staff to more efficiently update and maintain content on the website. The website will be easier to navigate for City of Antioch employees, residents, and customers; and

**WHEREAS,** Based on City staff review of five proposals received in response to the Request for Qualifications issued, it is recommended to award a Consultant Services Agreement to CivicPlus for website services for a four-year term.

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

- 1) Awards a four-year Website Content Management System (CMS) Agreement to CivicPlus for the City's website environment beginning July 23, 2024, through June 30, 2028, the first-year amount of \$68,716 with a contingency of 20 percent for extra services for a total of \$82,459.20. Years two and three in the amount of \$65,110.55 each, including a 10 percent contingency, and year four in the amount of \$67,063.94, including a 10 percent contingency, for a total amount not to exceed \$279,744.24;
- 2) Authorizes the Acting City Manager to execute the agreement (Exhibit "1" to the Resolution) in a form approved by the City Attorney; and
- 3) Authorizes the Acting City Manager or designee to make the necessary budget amendment to the Fiscal Year 2024/25 Information Systems Budget in the amount of \$82,460 for Website Services.

\* \* \* \* \*

**RESOLUTION NO. 2024/\*\***

July 23, 2024

Page Two

**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 23rd day of July 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF ANTIOCH AND  
CIVICPLUS**

THIS AGREEMENT (“**Agreement**”) is made and entered into this 23 day of July, 2024 (“**Effective Date**”) by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 (“**City**”) and **CivicPlus** with its principle place of business at 302 South 4<sup>th</sup> St. Suite 500, Manhattan, KS 66502 (“**Consultant**”) as of **July 11, 2024**. City and Consultant individually are sometimes referred to herein as “**Party**” and collectively as “**Parties**.”

**SECTION 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to provide to City the services described in the Scope of Work attached as Exhibit A attached hereto and incorporated herein at the time and place and in the manner specified therein (“**Services**”). In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

**1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on **June 30, 2028**, and Consultant shall complete the Services described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect the City’s right to terminate the Agreement, under 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 exceed **\$279,744.24**, notwithstanding any contrary indications that may be contained in Consultant’s proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant’s proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for Services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the Services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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

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

**2.2 Payment Schedule.**

**2.2.1** City shall make incremental payments, based on invoices received, according to the payment schedule attached as Exhibit B and incorporated herein, for Services satisfactorily performed, in accordance with the requirements of this Agreement, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.

**2.2.2** City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City a final invoice, if all services required have been satisfactorily performed.

**2.3 Total Payment.** City shall pay for the Services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering Services pursuant to this Agreement, unless expressly provided for in Section 2.5.

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

**2.4 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule in Exhibit B.

**2.5 Reimbursable Expenses.** Reimbursable expenses are specified below, and shall not exceed There will not be any reimbursable expenses associated with this agreement (\$ ). Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

Reimbursable Expenses are:

\_\_ "There are no reimbursable expenses under this agreement"

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

**2.7 Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until Consultant receives authorization to proceed 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 AM Best 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 **\$2,000,000** 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 Consultant 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 Consultant 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.** 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 Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

**4.5 Other Insurance Provisions.** Unless otherwise specified below, all 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 insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. CGL coverage can be provided in the form of an endorsement to the Consultant'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). This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

**4.5.2 Primary Coverage.** For any claims related to this contract, the Consultant'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 Consultant's insurance and shall not contribute with it. This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

**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.** Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant 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. This requirement shall only apply to the CGL, Automobile Liability and Workers' Compensation/Employer's Liability Insurance policies specified above.



**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 Consultant 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 Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**4.6** **Certificate of Insurance and Endorsements.** Consultant 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 Consultant'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.** Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

**4.8** **Higher Limits.** If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. 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 to Consultant 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** To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to City), 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 acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

**5.1.1** 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.

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

**6.2 Consultant Not 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 Services.

**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 Section in any subcontract approved by the Contract Administrator or this Agreement.

**7.6 California Labor Code Requirements.** Consultant 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, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant 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 Consultant and all subconsultants 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.

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 Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the full term of this Agreement and require the same of any subconsultants, 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.

This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant 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 Consultant or any subcontractor.

## **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 only for cause upon thirty (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 satisfactorily 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 the term of this Agreement beyond that provided for in Section 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

**8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the Parties.

**8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant’s unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the

prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

**8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

**8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

**8.6.1** Immediately terminate the Agreement;

**8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or

**8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

## **SECTION 9. KEEPING AND STATUS OF RECORDS.**

**9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, drawings, 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 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.

**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 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 Section 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 Section 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 Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.

**10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**10.9 Contract Administration.** This Agreement shall be administered by Alan Barton ("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:

CivicPlus  
302 South 4th Street, Suite 500  
Manhattan, KS 66502

Any written notice to City shall be sent to:

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

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

**10.11 Integration.** This Agreement, including all exhibits and other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

**CITY:**

CITY OF ANTIOCH

**CONSULTANT:**

CivicPlus

\_\_\_\_\_  
Kwame P. Reed  
Acting City Manager

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

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

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

Attest:

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

Approved as to Form:

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

*[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]*



EXHIBIT A  
SCOPE OF WORK

EXHIBIT B  
PAYMENT SCHEDULE

List Price - Initial Term Total	USD 226,475.23
Total Investment - Initial Term	USD 68,716.51
Annual Recurring Services (Subject to Uplift)	USD 59,191.41
Initial Term	Beginning at signing and ending 36 months from date of signature. Renews annually on date of signature.
Initial Term Invoice Schedule	\$20,614.95 invoiced on signature date and \$48,101.56 invoiced 6 months from signature date or completion of implementation, if earlier. \$59,191.41 invoiced one year from date of signature \$59,191.41 invoiced two years from date of signature
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	3% to be applied in year 4

**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:****Date:****Expires On:**

Statement of Work

Q-74853-1

4/29/2024 6:57 PM

7/31/2024

**Client:**

City of Antioch, CA

**Bill To:**

ANTIOCH, CALIFORNIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Hector Ortega		hector.ortega@civicplus.com		Net 30

## Municipal Websites

QTY	PRODUCT NAME	DESCRIPTION
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews)
1.00	DNS Hosting for .GOV – Annual Fee	DNS Hosting for .GOV – Annual Fee
1.00	48 Month Redesign Ultimate Annual - CivicEngage Central	48 Month Redesign Ultimate Annual - CivicEngage Central
1.00	Guardian Security (Cloudflare WAF/CDN)	Cloudflare Tier 1 WAF/CDN security protection
1.00	CivicEngage Custom IdP Integration Annual Fee	Custom IdP Integration Annual Fee
1.00	DNS and Domain Hosting Setup (http://URL)	DNS and Domain Hosting Setup ( <a href="https://www.antiochca.gov/">https://www.antiochca.gov/</a> )
1.00	Ultimate Implementation - CivicEngage Central	Ultimate Implementation - CivicEngage Central
200.00	Content Development - 1 Page - CivicEngage	Content Development - 1 Page - CivicEngage
6.00	New Customer System Training (3h, virtual) - Web Central	CivicEngage System Training - Virtual, Up to 3 Hours, up to 12 Attendees

QTY	PRODUCT NAME	DESCRIPTION
1.00	Agendas & Minutes Migration - PDF - 100 Meetings - CivicEngage	Content Migration : Agendas & Minutes - Per 100 Meetings (Approx. 1 year)
1.00	Alignment Virtual Consulting	Up to 2 days virtual consult. Recommended group 8 or less.
1.00	CivicEngage Custom IdP Integration Package	Custom IdP Integration Package
1.00	CivicEngage Custom IdP Integration Implementation Fee	Custom IdP Integration Implementation Fee

#### Accessibility

QTY	PRODUCT NAME	DESCRIPTION
1.00	AudioEye Managed	AudioEye Managed: <a href="https://www.antiochca.gov/">https://www.antiochca.gov/</a>

#### Chatbot

QTY	PRODUCT NAME	DESCRIPTION
1.00	CivicPlus Chatbot Subscription	Powered by AI technology, the Frase Answer Engine for Local Government uses website content to answer citizen questions. This solution includes dashboard analytics and language translation.

#### Media Storage/Live Streaming

QTY	PRODUCT NAME	DESCRIPTION
1.00	CivicEngage Media Annual Fee	Unlimited storage, unlimited users, up to 3 concurrent streams
1.00	CivicEngage CP Media Implementation	CP Media Implementation
1.00	CivicEngage Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	CivicEngage Historical File Import (up to 7,500 files – PDF / MP3 / MP4)

#### Group5

QTY	PRODUCT NAME	DESCRIPTION
1.00	Virtual Webmaster - CivicEngage	Virtual Webmaster (5 hours/Monthly) - CivicEngage

List Price - Initial Term Total	USD 226,475.23
Total Investment - Initial Term	USD 68,716.51
Annual Recurring Services (Subject to Uplift)	USD 59,191.41

Initial Term	Beginning at signing and ending 36 months from date of signature. Renews annually on date of signature.
Initial Term Invoice Schedule	\$20,614.95 invoiced on signature date and \$48,101.56 invoiced 6 months from signature date or completion of implementation, if earlier. \$59,191.41 invoiced one year from date of signature \$59,191.41 invoiced two years from date of signature
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	3% to be applied in year 4

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

## Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

### Authorized Client Signature

By (please sign):

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

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

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

### CivicPlus

By (please sign):

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

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

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

Organization Legal Name:

\_\_\_\_\_

Billing Contact:

\_\_\_\_\_

Title:

\_\_\_\_\_

Billing Phone Number:

\_\_\_\_\_

Billing Email:

\_\_\_\_\_

Billing Address:

\_\_\_\_\_

Mailing Address: (If different from above)

\_\_\_\_\_

PO Number: (Info needed on Invoice (PO or Job#) if required)

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of July 23, 2024

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

**SUBMITTED BY:** Lori Medeiros, Administrative Analyst I *LM*

**APPROVED BY:** Scott Buenting, Acting Public Works Director/City Engineer *CZ For SB*

**SUBJECT:** Second Amendment to the Consulting Services Agreement with Kleinfelder, Inc. for Material Testing and Special Inspection Services Related to the Contra Loma Estates Park Renovation; PW 298-P3

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution:

1. Approving the second amendment to the Consulting Services Agreement with Kleinfelder, Inc. for material testing and special inspection services related to the Contra Loma Estates Park Renovation ("Agreement") in the amount of \$23,360 for a total contract amount of \$147,139; and
2. Authorizing the Acting City Manager to execute the second amendment to the Agreement (Exhibit "1" to the Resolution) in a form approved by the City Attorney.

**FISCAL IMPACTS**

The FY 24/25 Capital Improvement Budget includes adequate funding for the activities provided for in this second amendment, material testing and special inspection services during construction of the Contra Loma Estates Park Renovation ("Project") from the Delta Fair Park Special Revenue Fund.

**DISCUSSION**

On February 20, 2023, the City entered into an agreement with Kleinfelder, Inc. ("Kleinfelder") for "As Needed" Material Testing and Special Inspection Services in the amount of \$50,000.

On March 23, 2023, the City Council approved the first amendment to Kleinfelder's existing Consulting Services Agreement to include sampling, compaction testing, laboratory testing and project management at a cost not to exceed \$73,779 for the Water Main Replacement Project, for a total contract amount of \$123,779.

Staff is recommending a second amendment to Kleinfelder's existing Consulting Services Agreement to include sampling, compaction testing, laboratory testing and project

management at a cost not to exceed \$23,360 for this Project, for a total contract amount of \$147,139.

**ATTACHMENTS**

- A. Resolution  
Exhibit 1
- B. Request for Qualifications for Material Testing and Special Inspection Services  
(October 20, 2022)
- C. Kleinfelder Agreement dated February 19, 2023



**ATTACHMENT "A"**

**RESOLUTION NO. 2024/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE SECOND AMENDMENT TO THE AGREEMENT WITH  
KLEINFELDER, INC. FOR MATERIAL TESTING AND SPECIAL INSPECTION  
SERVICES RELATED TO THE CONTRA LOMA ESTATES PARK RENOVATION  
AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE THE SECOND  
AMENDMENT TO THE AGREEMENT  
P.W. 298-P3**

**WHEREAS**, on February 20, 2023, Kleinfelder, Inc. entered into an "As Needed" Consulting Services Agreement ("Agreement") for material testing and special inspection services in the amount of \$50,000;

**WHEREAS**, on March 28, 2023, the City Council approved the first amendment to the Agreement with Kleinfelder, Inc. for services related to the Water Main Replacement at Various Locations Project in the amount of \$73,779 for a total contract amount of \$123,779; and

**WHEREAS**, on July 23, 2024, the City Council has considered approving the second amendment to the Agreement with Kleinfelder, Inc. for material testing and special inspection services related to the Contra Loma Estates Park Renovation in the amount of \$23,360, for a total contract amount of \$147,139.

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

1. Approves the second amendment to the Consulting Services Agreement with Kleinfelder, Inc. for material testing and special inspection services related to the Contra Loma Estates Park Renovation in the amount of \$23,360, for a total contract amount of \$147,139; and
2. Authorizes the Acting City Manager to execute the second amendment to the Agreement (Exhibit "1") in a form approved by the City Attorney.

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**RESOLUTION NO. 2024/\*\***

July 23, 2024

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 23rd day of July 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

A2

## **EXHIBIT "1"**

### **AMENDMENT NO. 2 TO AGREEMENT** **FOR "AS NEEDED" MATERIAL TESTING AND SPECIAL INSPECTION SERVICES** **FOR CONTRA LOMA ESTATES PARK RENOVATION** **P.W. 298-P3**

**THIS SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES** is entered into this 23<sup>rd</sup> day of July 2024, by and between the CITY OF ANTIOCH, a municipal corporation ("CITY") and KLEINFELDER, their address is 981 Garcia Avenue, Suite A, Pittsburg, CA 94565 ("Consultant").

### **RECITALS**

**WHEREAS**, on February 20, 2023, Kleinfelder, Inc. entered into an Agreement for "As Needed" Material Testing and Special Inspection Services ("Agreement") in the amount of \$50,000;

**WHEREAS**, on March 28, 2023, the City Council approved the first amendment to the Agreement with Kleinfelder, Inc. for "As Needed" Material Testing and Special Inspection Services for the Water Main Replacement at Various Locations Project in the amount of \$73,779 for a total amount of \$123,779; and

**WHEREAS**, on July 23, 2024, the City Council has considered approving the second amendment to the Agreement with Kleinfelder for "As Needed" Material Testing and Special Inspection Services for the Contra Loma Estates Park Renovation in the amount of \$23,360 for a total contract amount of \$147,139 and has considered authorizing the Acting City Manager to execute the second amendment.

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

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

"Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, materials, equipment, transportation, supervision, and expertise to provide to City the services described in the Scope of Work attached as Exhibit A to the Agreement, Exhibit A to Amendment No. 1 and Exhibit A to Amendment No. 2 of the Agreement at the time and place and in the manner specified therein ("Services"). In the event of a conflict in or inconsistency between the terms of this Agreement and the Exhibits, the Agreement shall prevail."

A3

2. Section 2 "COMPENSATION" shall be amended to read as follows:

"CITY hereby agrees to pay Consultant a sum not to exceed \$147,139, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for Services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicative 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."

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

CITY OF ANTIOCH:

KLEINFELDER

By: \_\_\_\_\_  
Kwame P. Reed, Acting City Manager

By: \_\_\_\_\_  
Mark W. Connelly, Vice President,  
Area Manager

ATTEST:

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

APPROVED AS TO FORM:

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

ACF



## EXHIBIT "A"



May 22, 2024  
Proposal No. M2500303.001P

Scott Buenting, PE  
Public Works Director/City Engineer  
City of Antioch Department of Public Works  
200 'H' Street  
Antioch, California 94531  
[sbuenting@ci.antioch.ca.us](mailto:sbuenting@ci.antioch.ca.us)

**SUBJECT:      Proposal for Materials Testing and Special Inspection Services**  
**Loma Contra Estates Park Renovation**  
**Mahogany Way**  
**Antioch, CA 94509**  
**Project No. P.W. 298-P3**

Dear Mr. Buenting:

As requested, we are pleased to present this proposal to provide materials testing and special inspection services for the proposed Contra Loma Estates Park Renovation in Antioch, California. The purpose of our services will be to provide the City of Antioch (or your representative) with field data and information in order to assess compliance with the project plans and specifications. The following includes discussions regarding our anticipated scope of services, an estimate of our fees, and project limitations.

Kleinfelder is committed to providing quality service to its clients, commensurate with their wants, needs and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Kleinfelder stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms and conditions may result in changes to the risks assumed by the client, as well as adjustments to our fees.

### PROPOSED CONSTRUCTION

The proposed project generally includes demolition of existing paving, protection of trees, re-grading the site, construction of public restroom, circulation paths, shade structures, dog park, playground items, fitness equipment, site furnishings, planting, irrigation, and all other work as shown on the project plans dated July 5, 2023.

### SCOPE OF SERVICES

Based on your email dated May 15, 2024, and our review of the provided project drawings and specifications, we anticipate providing the following services during construction:

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### **Task 1 – Project Kick-off and Safety**

A Senior Kleinfelder representative (either the Project Manager or a Construction Services Engineer) will attend the project kickoff meeting with the project team when field work starts. Kleinfelder will coordinate with the team and the contractor to understand the field schedule and the requirements for our technical teams. The Kleinfelder schedule will depend on your contractor's schedule.

**Safety Compliance Preparation:** Kleinfelder will prepare a Health and Safety Plan (HASP) and work with the Contractor in control of the site to see that our proposed CoMET and Special Inspection activities are performed in compliance with all safety requirements.

### **Task 2 - Soil Observation and Laboratory Testing**

Kleinfelder will provide a technician for observation and testing during construction activities related to structural backfill and subgrade preparation. These services will include in-situ density testing by nuclear methods when applicable. Recommendations provided in the project specifications/geotechnical engineer's report will be utilized as the requirements for this scope of the work. Any engineered fill and/or backfill material will need to be observed for appropriate moisture content, oversized material, and debris. Compaction testing will generally be performed as required by the project specifications. Kleinfelder personnel will sample the engineered fill and backfill materials and transport them to the Hayward laboratory for evaluation of maximum density/optimum moisture contents.

### **Task 3 - Concrete Observation and Laboratory Testing**

Kleinfelder will provide a special inspector to observe and sample cast-in-place concrete. Field services will include observation of reinforcing steel material including identification and placement, monitoring of freshly mixed concrete for slump, temperature, air content, and mixing time and casting of concrete cylinders for compressive strength testing. Test specimens will be collected and delivered to Kleinfelder's Rancho Cordova laboratory for the appropriate testing. Specimens will be fabricated and tested in accordance with the California Building Code and specification criteria.

### **Task 4- Project Management and Reports**

Project management is an ongoing activity throughout the life of the project to facilitate project start up, execution, communication, and staff coordination. Interaction between staff and project managers, and between the project manager and the general contractor, are essential to communicate site developments and respond accordingly. In addition, ongoing dispatch scheduling for field inspections also involves administrative personnel who assist in preparing and distributing project reports, scheduling, and closeout documents.

It should be noted our services will not include: (1) review of project plans and specifications with respect to local codes; (2) supervision, direction, or acceptance of the contractor's work; (3) interpretation or modification of the project plans or specifications; (4) submittal of test results or reports to any other regulatory agency (unless specifically requested by the Client in writing and prior to the start of work); or (5) job site safety.

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## ESTIMATED FEES

We propose our services be compensated on a time-and-expense basis using the following discounted unit rates in our current On-Call Agreement with the City of Antioch and based on 2-hour minimums for our special inspectors with hourly increments thereafter. Time is measured portal to portal from our Pittsburg office to the project site.

### Technician Services:

Technician – soils testing and sampling	\$185.00/hour
Special Inspector – concrete inspection	\$185.00/hour
Vehicle Mileage	\$0.75/mile

### Laboratory Testing:

Laboratory Concrete Compression Test (ASTM C39)	\$40/each
Laboratory Compaction Curve (ASTM D1557)	\$290/each

### Other Services:

Senior Project Manager	\$215.00/hour
Administration / Dispatch	\$90.00/hour

### Other Labor Charges:

Minimum show up time	Minimum 2-hours
Work from 0 to 8 hours	1-hour increments
Work over 8 hours	1.5 times hourly rate
Work over 12 hours	2.0 times hourly rate
Swing Shift and Graveyard Shift	1.1 times hourly rate
Saturdays	1.5 times hourly rate
Sundays/Holidays	2 times hourly rate

The total number of hours that will be required of Kleinfelder to perform the required special inspections and testing will primarily be a function of the general contractor's schedule, and the degree of services requested by the City's Inspector.

Our total estimated fee for this project is listed below. A breakdown of our estimated fee is presented in the attached Table 1. Any additional services requested that are not currently anticipated and included in Table 1, will be charged on a time and materials basis in accordance with our City of Antioch On-Call rates.

• Special Inspection and Testing Services	\$23,360
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In the event conditions arise which are beyond our control, were unknown at the time this proposal was prepared, unanticipated based on the available information, or differ significantly from the assumptions outlined above, we may need to revise our scope of work and budget in order to complete the project. Should this occur, we will contact you for authorization before proceeding with additional work.

The California Prevailing Wage Law requires payment of a local "prevailing wage" to workers on publicly funded projects. This includes projects "paid for in whole or in part out of public funds" and has been expanded to include various types of payments, credits and monetary equivalents provided by the State or public entity. The Prevailing Wage Law extends to geotechnical engineering consultants, their soils/material testing and building inspection personnel. Services subject to prevailing wage are typically non-professional field services and are applicable during design as well as construction. This law

significantly increases employee wages for qualified activities on publicly funded projects. It is our understanding that this project falls under the definition of a prevailing wage project. Therefore, we have included hourly rates for field services that we believe are subject to prevailing wage.

#### **LIMITATIONS**

Kleinfelder will perform its services in a manner consistent with the standards of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services will be performed. No warranty or guarantee expressed or implied, is part of the services offered by this proposal.

As our client, please recognize that construction monitoring is a technique employed to reduce the risk of problems arising during construction. Provision of construction monitoring by a technician is not insurance, nor does it constitute a warranty or guarantee of any type. Even with diligent construction monitoring, some construction defects may be missed. In all cases, the contractor shall retain responsibility for the quality of the work and for adhering to plans and specifications and for repairing defects regardless of when they are found.

#### **SAFETY**

The safety of our employees is of paramount concern to Kleinfelder. You will be notified if the location of your project represents a potential safety concern to our employees. Unsafe conditions for field work will require a modification of our estimated scope of work and associated fees. We will advise you of the additional costs necessary to mitigate these unanticipated conditions, if applicable.

#### **AUTHORIZATION**

A Contract or Purchase Order provided by the City of Antioch may serve as our formal authorization to proceed. Please note that all conditions included in this proposal and contract will be in effect during this work. If time is a critical factor, we are prepared to provide our services on a signed facsimile of the contract or purchase order.

#### **CLOSURE**

We appreciate the opportunity of providing assistance to the City of Antioch on this project and look forward to its forthcoming success. If you have questions regarding this proposal or the fees or if additional information is required, please contact the undersigned at (925) 766-9417.

Sincerely,

**KLEINFELDER, INC.**



Fernando J. Silva, PE, GE  
Senior Project Manager



Reyhaneh Rahbar-Rastegar, PE  
Quality Reviewer

Attachments: Table 1 – Cost Summary

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**TABLE 1 - COST ESTIMATE**  
**CONSTRUCTION MATERIALS TESTING SERVICES**  
 City of Antioch Contra Loma Estates Park Renovation  
 Project No. P.W. 298-P3

	Site Visits	Hours Per Visit	Quantity (Hrs.)	Quantity (Mi.)	Quantity (Ea.)	Rate	Cost
<b>SOILS COMPACTION TESTING</b>							
<b>Field</b>							
Technician - soils compaction testing and sampling	12	5	60			\$ 185.00	\$ 11,100.00
Technician - sample delivery	3	3	9			\$ 95.00	\$ 855.00
Mileage				540		\$ 0.75	\$ 405.00
<b>Laboratory</b>							
Modified Proctor, 6" Mold (ASTM D1557)					3	\$ 290.00	\$ 870.00
<b>CAST-IN-PLACE CONCRETE</b>							
Special Inspector - rebar and concrete placement	4	6	24			\$ 185.00	\$ 4,440.00
Technician - sample pickup & delivery	4	3	12			\$ 95.00	\$ 1,140.00
Mileage				360		\$ 0.75	\$ 270.00
<b>Laboratory</b>							
Concrete Compressive Strength Tests (4 sets of 5)					20	\$ 40.00	\$ 800.00
<b>SUBTOTAL</b>							<b>\$ 19,880.00</b>
<b>PROJECT MANAGEMENT, ADMINISTRATION, AND REPORTING</b>							
Senior Project Manager			12			\$ 215.00	\$ 2,580.00
Administration and Dispatching			10			\$ 90.00	\$ 900.00
<b>SUBTOTAL</b>							<b>\$ 3,480.00</b>
<b>GRAND TOTAL</b>							<b>\$ 23,360.00</b>

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ATTACHMENT "B"



**REQUEST FOR QUALIFICATIONS  
FOR  
MATERIAL TESTING AND SPECIAL INSPECTION**

Qualifications Due on Thursday, October 20, 2022 at 4:00 p.m.

Public Works Department  
Capital Improvements Division  
200 "H" Street  
Antioch, CA 94509  
(925) 779-7050

## **INTRODUCTION**

The City of Antioch is soliciting qualifications from experienced material testing and special inspection firms to perform various services related to the City's Capital Improvement Program, Land Development and other City projects. The City's intent is to generate a list of approximately three firms that could assist the City in performing these services on an "as needed" basis. This list will be in effect for a period of three (3) years.

Previous City expenditures for material testing and special inspection services have typically been \$50,000 or less, per year, however expenditures will vary dependent on the amount of work performed. The City will not guarantee a set contract value for these services.

## **BACKGROUND**

The City of Antioch currently has numerous construction projects that are in various stages of planning and design that may require material testing and/or special inspection. Currently, the City does not employ staff certified to perform these specialized services. The City requires the services of qualified and experienced firms to assist in this type of work.

Firms should expect to perform a variety of material testing and special inspections on an "as needed" basis. Services to be performed may include, but are not limited to, sampling and/or testing of soil, Portland cement concrete, chip seal, slurry seal, micro surfacing, asphalt concrete, reinforcing steel, welds, paints, coatings and other construction materials. Firms are not required to have the capability of providing all the above referenced services. Qualifications should clearly identify the firm's areas of expertise and the services that can be provided.

The selected firm(s) must be available within a 12-hour notice to sample, test or inspect a wide variety of construction materials. All inspections, sampling and testing must be performed by methods approved by ASTM, Caltrans or the appropriate agency dependent on the project specifications. Test results of materials tested shall be forwarded to the City within 24 hours of the completed test. Field reports will satisfy this requirement. Complete project reports shall be submitted within 30 days of the firm's last work performed.

## **SCOPE OF WORK**

Typical items of work to be performed may include, but are not limited to:

- Laboratory testing of soils, aggregate, chip seal, micro surfacing, asphalt concrete, controlled low strength material, Portland cement concrete, structural steel and other construction materials.
- Field testing of soils, aggregate, chip seal, micro surfacing, asphalt concrete, Portland cement concrete and other construction materials.
- Special inspections in accordance with Section 17 of the California Building Code.
- Other services including asphalt and concrete mix design review, batch plant inspection, project documentation, technical support, laboratory reports, field logs, final reports, affidavits and additional services as required.

The following is a tentative list of projects that are anticipated to require material testing and/or special inspection over the course of this contract:

- Pavement Surface Treatments (including Microsurfacing and Cape Seal)
- Pavement Plugs and Leveling Courses



- Marina Basin Dredging
- L Street Improvements
- CDBG Downtown Roadway Pavement Rehabilitation Program
- Prewett Park Pool Resurfacing
- Contra Loma Estates Park Renovation
- Bicycle Garden Construction
- Traffic Signal at Heidorn Ranch Road and Prewett Ranch Drive
- Traffic Calming Program
- Pedestrian/ADA Improvement Program
- Sidewalk Repair Program
- Sewer Main Trenchless Rehabilitation Program
- West Antioch Creek Flood Conveyance Mitigation and Restoration
- East Antioch Creek Outfall Improvements
- Water Main Replacement Program
- Police Department Parking Lot Extension

#### **SUBMITTAL REQUIREMENTS**

If you are interested in this project, please submit qualifications that includes the following:

- Letter of Interest/Cover Letter
- Brief Information for Key Staff including education, directly related experience, description of their assignment on this project, and resumé
- Summary of the Company's Relative Experience and Performance
- Detailed Scope of Services Provided
- Current Fee Schedule
- Maximum of 15 pages

#### **CONSULTANT SELECTION PROCESS**

Enclosed is a copy of the City of Antioch's Consultant Service Agreement. By submitting a proposal for this work, a firm agrees to comply with all terms and conditions outlined in the agreement.

It is anticipated that from the proposals submitted, City staff will be able to select the firms best suited to meet the City's needs. However, if that is not possible, the City will ask a "short list" of firms to meet with staff to discuss the firm's qualifications. The City will negotiate a professional services contract for the work after staff has determined the best qualified firms.

No compensation will be due any firm for preparation of a written proposal or for meeting with staff after a "short list" has been determined.

The selected firm will receive a notice to proceed after the City Council has approved their contract.

### **CRITERIA FOR SELECTION**

All proposals will be evaluated based on the criteria below.

- Qualifications and experience with similar projects - 30 points
- Understanding of the scope and potential challenges - 25 points
- Familiarity with applicable standards and procedures - 20 points
- References - 15 points
- Organization of proposal – 10 points

### **SUBMISSION INSTRUCTIONS**

Three (3) bound, and one (1) electronic copy of the proposal **must be submitted no later than 4:00 p.m. on October 20, 2022** to:

Scott Buenting  
City of Antioch  
Capital Improvements Division  
200 H Street  
Antioch, CA 94509

Interviews will be conducted if there is not an outstanding response or firms are very close in evaluation points. The City anticipates awarding the agreement for this work on November 8, 2022. Any questions regarding the above should be directed to Capital Improvements Division at (925) 779-7050; or [cip@antiochca.gov](mailto:cip@antiochca.gov).

### **ATTACHMENTS**

A: *City of Antioch Consultant Services Agreement*



## ATTACHMENT "C"

### CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND KLEINFELDER FOR "AS NEEDED" MATERIAL TESTING AND SPECIAL INSPECTION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 19th day of February 2023 ("Effective Date") by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 ("City") and Kleinfelder with its principle place of business at 981 Garcia Avenue, Suite A, Pittsburg, CA 94565 ("Consultant") as of February 19, 2023. City and Consultant individually are sometimes referred to herein as "Party" and collectively as "Parties."

**SECTION 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to provide to City the services described in the Scope of Work attached as Exhibit A attached hereto and incorporated herein at the time and place and in the manner specified therein ("Services"). In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

**1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on February 19, 2026, the date of completion specified in Exhibit A, and Consultant shall complete the Services described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect the City's right to terminate the Agreement, under 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 exceed Fifty Thousand dollars (\$50,000.00), notwithstanding any contrary indications that may be contained in Consultant's proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for Services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.



Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the Services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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

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

**2.2 Payment Schedule.**

**2.2.1** City shall make incremental payments, based on invoices received, according to the payment schedule attached as Exhibit B and incorporated herein, for Services satisfactorily performed, in accordance with the requirements of this Agreement, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.

**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, unless expressly provided for in Section 2.5.

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



**2.4 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule in Exhibit B.

**2.5 Reimbursable Expenses.** Reimbursable expenses are included in 'Exhibit B'. Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

Reimbursable Expenses are:

Travel

Mileage

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

**2.7 Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until Consultant receives authorization to proceed 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 AM Best 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 \$2,000,000 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 Consultant 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 Consultant 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.** 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 Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

**4.5 Other Insurance Provisions.** Unless otherwise specified below, all 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 insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. CGL coverage can be provided in the form of an endorsement to the Consultant'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). This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

**4.5.2 Primary Coverage.** For any claims related to this contract, the Consultant'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 Consultant's insurance and shall not contribute with it. This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

**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.** Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant 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. This requirement shall only apply to the CGL, Automobile Liability and Workers' Compensation/Employer's Liability Insurance policies specified above.

**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 Consultant 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 Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**4.6 Certificate of Insurance and Endorsements.** Consultant 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 Consultant'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.** Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

**4.8 Higher Limits.** If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. 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 to Consultant 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** To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to City), 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 acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

**5.1.1** 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.

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

**6.2 Consultant Not 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 Services.



**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 Section in any subcontract approved by the Contract Administrator or this Agreement.

**7.6 California Labor Code Requirements.** Consultant 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, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant 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 Consultant and all subconsultants 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.

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 Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the full term of this Agreement and require the same of any subconsultants, 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.

This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant 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 Consultant or any subcontractor.

## **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 only for cause upon thirty (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 satisfactorily 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 the term of this Agreement beyond that provided for in Section 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

**8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the Parties.

**8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.



**8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

**8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

## **SECTION 9. KEEPING AND STATUS OF RECORDS.**

**9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, drawings, 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 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.

**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 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 Section 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 Section 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 Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.

**10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**10.9 Contract Administration.** This Agreement shall be administered by Scott Buenting ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

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

Fernando J. Silva, C.E., G.E.  
Kleinfelder  
981 Garcia Avenue, Suite A  
Pittsburg, CA 94565

Any written notice to City shall be sent to:

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

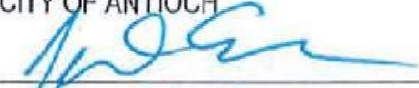
City of Antioch  
P. O. Box 5007  
Antioch, CA 94531-5007  
Attn: City Attorney



**10.11 Integration.** This Agreement, including all exhibits and other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

**CITY:**

CITY OF ANTIOCH

  
Forrest Ebbs  
Acting City Manager

Attest:

  
Elizabeth Householder  
City Clerk

**CONSULTANT:**

KLEINFELDER

By:

Name:

Title: Bay Area Manager, U<sup>n</sup>

Approved as to Form:

  
Thomas Lloyd Smith, City Attorney

[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]

## EXHIBIT "A"



October 20, 2022

City of Antioch  
Capital Improvements Division  
200 H Street, Antioch, CA 94509  
Attn: Mr. Scott Buenting, Project Manager

981 Garcia Avenue, Suite A  
Pittsburg, CA 94565-5040  
p | 925.427.6477

RE: Proposal for Materials Testing and Special Inspection Services, City of Antioch, California

Dear Mr. Buenting:

Kleinfelder, Inc. (Kleinfelder) appreciates the opportunity to provide as-needed materials testing and special inspection services to the City of Antioch (City) as detailed in your Request for Qualifications (RFQ) received on September 28, 2022. We believe that our Team remains strongly positioned to be your firm of choice for these services based on the following:

- ✓ **Strong Project Manager and Technical Staff.** Mr. Fernando Silva, Location Manager for Kleinfelder's Pittsburg Office, will lead the contract as Kleinfelder's Project Manager. A Registered Civil and Geotechnical Engineer with *38 years of experience in geotechnical and materials testing services*, Mr. Silva will be the primary contact person for this contract. He will be supported by strong, local field personnel who are multi-qualified to perform soils, asphalt, concrete, masonry, and steel inspection and testing to allow continuity within any project environment. Kleinfelder's technical staff selected for this contract have work history with local design and City representatives and qualified with the appropriate certifications, technical knowledge, and expertise in the analysis of construction materials using testing programs suited to each project. We have also included additional technicians/inspectors to provide redundancy of technical expertise, if required.
- ✓ **Local, Available, and Responsive Team.** All key staff members to be assigned to the City's projects are based in Kleinfelder's Pittsburg Office. This will allow us to respond to the City quickly for all your project needs, making on-call weekend and evening assignments easily manageable. As the City has experienced over the past several years, this team will respond quickly providing on-call services and available for weekend and evening services as-needed. We have frequently provided same-day technical expertise per your request and have therefore substantially supported the construction project process and minimized delays. *Additionally, the majority of our field personnel live within a 30-minute drive of Antioch.* The fact that we are local means that chances are we may often be able to dispatch personnel on a minimum advance notice of four hours.
- ✓ **Cost-Effective Services.** We have no hidden costs. Kleinfelder understands that the cost of services is an important factor for all our public agency clients. We have prepared competitive prevailing wage rates inclusive of vehicles, equipment, and low two-hour minimums with hourly increments thereafter.
- ✓ **Track Record of On-Call Contract Performance.** With our 61-year history of successfully providing as-needed materials testing and special inspection services for municipalities, Kleinfelder's business is built on a track record of proven success and long-term relationships. *Having served numerous public agencies in Contra Costa County for over 22 years*, our ability to see the big picture, a thorough understanding of the local natural and built environment, and regulatory drivers in the area, we will be the team you can continue to rely on for prompt, efficient, and effective solutions.
- ✓ **Knowledge/Experience with the City of Antioch.** Kleinfelder has provided as-needed materials testing and special inspection services to the City for the past 10 years. Our combination of proximity and deep understanding of the City's requirements has provided us the insight to manage task order costs efficiently and effectively. By working closely with project team members throughout the project's duration, Kleinfelder can assist in balancing the often-competing construction process priorities of time, budget, and quality. Over the past few years, Kleinfelder has served the City on several construction projects performing similar scope of services described in your RFQ including:
  - Laboratory and/or field testing of soils, aggregate, chip seal, micro surfacing, asphalt concrete, controlled low strength material, Portland cement concrete, structural steel, and other construction materials.
  - Special inspections in accordance with Section 17 of the California Building Code.
  - Other services including asphalt and concrete mix design review, batch plant inspection, project documentation, technical support, laboratory reports, field logs, final reports, affidavits, and additional services as required.

We are committed to the City and to continuing to provide superior service. We look forward to assisting you with your materials testing and inspection needs on this contract. Please feel free to contact Mr. Silva with any questions at 925.766.9417 or by email at [fsilva@kleinfelder.com](mailto:fsilva@kleinfelder.com).

KLEINFELDER, INC.

  
Fernando J. Silva, RE, GE  
Location Manager/Senior Project Manager  
Office: 925-427-6477 / Mobile: 925.766.9417  
Email: [fsilva@kleinfelder.com](mailto:fsilva@kleinfelder.com)

  
Thomas Minter  
Bay Area Regional Manager  
Office: 510.628.9000 / Mobile: 805.450.1047  
Email: [tminter@kleinfelder.com](mailto:tminter@kleinfelder.com)

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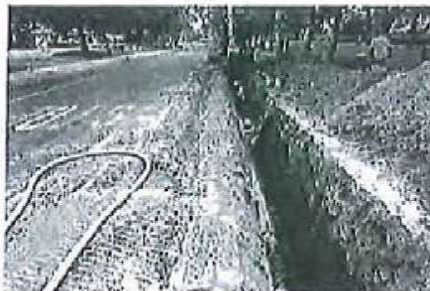
Kleinfelder, Inc. (Kleinfelder) is headquartered in California, with more than 105 regional offices and laboratories located throughout the United States. Ranked as one of the top engineering firms by Engineering News Record, our seven Bay Area offices (Pittsburg, Hayward, Pleasanton, Oakland, San Jose, San Francisco, and Santa Rosa) are staffed by more than 195 professional and technical personnel. This provides us with the flexibility to effectively manage multi-site projects and to meet project requirements for any size project. In addition, Kleinfelder's regional approach to project management enables us to provide personal attention and detail to the City during the duration of this contract. Kleinfelder has provided as-needed materials testing and special inspection services to the City under previous task orders. This experience gives us the knowledge of contract procedures that will enable us to respond in a timely, efficient manner to your needs. The following is information about our staff, project experience, and other information requested by the City in the RFQ.

## 1. KEY STAFF

Our approach will be to provide all necessary field and laboratory testing services requested by the City, using technicians and special inspectors who are qualified and competent in each task, and using the appropriate California Department of Transportation (Caltrans) or ASTM Standard for each task. We will use a team approach with City personnel. Our priority will be to respond to the City's needs and timetables, and to provide continuity by using the same technicians throughout the duration of the project, to the extent possible.

Listed below are Kleinfelder's key (K) and non-key staff that will support this contract, followed by resumes of key staff.

LISTING OF KLEINFELDER STAFF				
Name	Role	Percentage Available	Registrations/Certifications	Reporting & Dispatch Location
(K) Fernando Silva	Project Manager	100%	PE, GE	Pittsburg
(K) Gary Delabriandals	Special Inspector/Field Technician	50%	ACI, ICC, Caltrans, Nuclear Gauge	Pittsburg
(K) Joshua Johnson	Special Inspector	50%	AWS CWI, ASNT, ICC	Pittsburg
(K) Jordan Graves	Field Technician	50%	ACI, Caltrans, Nuclear Gauge	Pittsburg
Mohebullah Zalland	Special Inspector/Field Technician	50%	ACI, ICC, Caltrans, Nuclear Gauge	Pittsburg
Aaron Kidd	Laboratory Manager	50%	ACI, ICC, Caltrans, NICET	Hayward
Jeremiah Johnson	Field Technician	50%	ACI, Nuclear Gauge	Pittsburg
Sam Ganz	Special Inspector	50%	AWS CWI	Pittsburg
Willie Campbell	Field Technician	50%	ACI, ICC, Caltrans, Nuclear Gauge	Hayward
Andrea Traum	Independent Technical Reviewer	50%	PE, LEED AP	San Jose



For this contract, staff will be dispatched for field testing and inspection services from our Pittsburg office, located within a 15-minute drive of the City. Samples of materials requiring laboratory testing will be picked up the same day they are requested and delivered to our Hayward laboratory.





## Fernando Silva, PE, GE

### Project Manager

Mr. Silva has 38 years of diversified experience in geotechnical engineering and materials testing services. He has been involved with public works projects, highways and bridges, seismic retrofit projects, pipelines, pump stations, water treatment facilities, schools, major residential subdivisions, high-rise office buildings and parking structures, commercial and industrial buildings, and dams and embankments. His expertise includes managing special inspection, materials testing, and quality assurance programs; conducting field investigations; performing engineering analyses; preparing geotechnical engineering reports; performing plan reviews; providing consultation to other members of the design team during construction; and providing engineering support and management during the design and construction phases of projects. Mr. Silva is experienced in the design of shallow and deep foundations; retaining walls; pavements; and earthwork, including hillside grading, drainage, subgrade stabilization, and slope stability analysis.

### Selected Project Experience

**City of Antioch, On-Call Materials Testing and Inspection Services, Antioch, CA.** Mr. Silva currently serves as the Project Manager for this contract where Kleinfelder is providing on-call materials testing and inspection services. Services have included earthwork testing/inspection services for trench backfill, structural backfill, engineered fill, street and sidewalk subgrades, aggregate base and asphalt concrete; materials testing/inspection services for reinforced concrete, masonry and steel; and general materials sampling, testing and quality control on various other on-call services. Mr. Silva's responsibilities include overall contract management, project management, technical support, and engineering review of all deliverables.

**City of Pittsburg, On-Call Geotechnical and Materials Testing Services, Pittsburg, CA.** Project Manager for this contract where Kleinfelder has been providing on-call geotechnical, environmental engineering, and materials testing services to the City for the past 20 years. Geotechnical services

have included test borings to evaluate soil conditions, soil property determinations, pavement evaluations, pavement design, pavement rehabilitation, and engineering analyses. Projects have included materials testing and inspection services on the Harbor Street undercrossing, Highlands and Oak Hill reservoirs, various storm drain and sewer improvements, and various new roads and roadway reconstruction projects. Under separate contracts, Kleinfelder provided services for the City Hall construction, the City's new Senior Center, a new Fire Station, a new mixed-use commercial/residential project, and peer review services for Vista Del Mar residential development.

**Contra Costa County Public Works and Capital Projects Management Division, On-Call Contracts, Contra Costa County, CA.** Project Manager for this contract where Kleinfelder has been providing services to the County for over 15 years. Projects have included the investigation and remediation of a public works maintenance yard; design of an aviation fueling system for an airport; pipe strain monitoring for a newly constructed sewer outflow pipe system; pavement design and related services for the median widening for the existing State Route (SR) 242 between I-680 and SR 4; geological services for the faulting investigation for the proposed SR 242 improvements project; hazardous, toxic, radioactive waste investigations for flood control improvements on San Pablo and Wildcat creeks; and construction testing and inspection services at the pipeline placement for the Los Vaqueros Water Conveyance Pipeline project. In the last three years, Kleinfelder has worked closely with the Contra Costa County Architect's office and the Fire Protection District on numerous pavement repair investigation and construction projects for various fire stations throughout the County.

**City of Concord, On-Call Geotechnical and Materials Testing Services, Concord, CA.** Project Manager for this contract which includes services for geotechnical, geological, and seismic investigations and reports that provide recommendations for earthwork, landslide repairs, foundations, new bridge structures, retaining walls, pavement design, and trench backfill; groundwater investigations; pavement repair investigations; third-party reviews of other firms' geotechnical reports; earthwork testing/inspection services for trench backfill, structural backfill, engineered fill, street subgrades, aggregate base, and asphalt concrete; materials testing/inspection services for reinforced concrete and steel; non-destructive and destructive testing of Portland cement and asphalt concrete; and general materials sampling, testing, and quality control on various other on-call services.

**City of Oakley, On-Call Geotechnical and Materials Testing Services, Oakley, CA.** Project Manager for on-call geotechnical and materials testing services contracts. Services include geotechnical, geological, and seismic investigations and reports that provide recommendations for earthwork, foundations, retaining walls, pavement design, and trench backfill; groundwater investigations; pavement repair investigations; third-party reviews of other firms' geotechnical reports; earthwork testing/inspection services for trench backfill, structural backfill, engineered fill, street subgrades, aggregate base, and asphalt concrete; materials testing/inspection services for reinforced concrete and steel; non-destructive and destructive testing of Portland cement and asphalt concrete; and general materials sampling, testing and quality control on various other on-call services.

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## Gary Delabriandais

### Special Inspector/Field Technician

Mr. Delabriandais has 26 years of experience performing and supervising construction materials testing and inspection services, including earthwork monitoring and reinforced, post-tension, precast, and cast-in-place concrete and reinforced masonry construction. He has performed the above-mentioned services for numerous local public agencies, K-12 schools and community colleges, developers, and contractors. He has supported numerous on-call contracts over the past several years.

#### Certifications

ACI - Field Testing Technician,  
Grade I

DOT - Caltrans: Concrete Test  
Methods 504, 518, 539, 540,  
543, 556, 557

ICC - Special Inspector:  
Structural Masonry,  
Reinforced Concrete

Nuclear Gauge Operator  
Training

Kleinfelder Loss Prevention  
System Safety Training

#### Years of Experience

26 total; 22 with firm

#### Selected Project Experience

**City of Antioch, On-Call Materials Testing and Inspection Services, Antioch, CA.** Mr. Delabriandais has performed compaction testing of trench backfill and aggregate base for various projects under this contract over the past several years. Most recently he performed as-needed services for Sewer Main Replacements and Prewett Park Sprayground Water Park.

**City of Pittsburg, On-Call Materials Testing and Geotechnical Services, Pittsburg, CA.** Mr. Delabriandais performs materials testing and special inspection services for various projects, including continuous observation and field density testing during subgrade preparation, and special inspection during concrete construction. Kleinfelder has been providing on-call geotechnical and materials testing services to the City for the past 16 years. Materials testing services have included observation and testing during fill placement and compaction, roadway preparation, trench backfill, asphalt and concrete placement, and compliance testing services.

**Contra Costa County Capital Projects Management Division, Consulting Services, Contra Costa County, CA.** Mr. Delabriandais served as Field Technician for this contract where Kleinfelder has been providing on-call services to Contra Costa County for over 15 years. Projects have

construction testing and inspection services of the pipeline placement for the Los Vaqueros Water Conveyance Pipeline project. In the last three years, Kleinfelder has worked closely with the Contra Costa County Architect's office and the Fire Protection District on numerous pavement repair projects.

**City of Concord, On-Call Geotechnical and Construction Materials Testing Services, Concord, CA.** Mr. Delabriandais provided testing and observation services for this contract. Representative projects include the Senior Center at Baldwin Park, Civic Center Building B, Meadow Homes Park Pool Rehabilitation, Ygnacio Valley Road Landslide Investigation and Repairs, Commerce Avenue Extension and Pine Creek Bridge, Concord Boulevard Sidewalk Improvements, Wren Elementary School Pedestrian Corridor Improvements, and Lime Ridge Slide Investigation.

**Contra Costa Water District (CCWD), On-Call Materials Testing and Inspection Services, Contra Costa County, CA.** Mr. Delabriandais has provided soil and concrete sampling and testing as part of Kleinfelder's on-call materials testing and inspection services contract with the Contra Costa Water District. His responsibilities included concrete field inspection services, concrete cylinder compression tests, concrete shrinkage tests, shotcrete inspection and testing services, welding inspections, soil compaction curves, R-values, and nuclear density testing.

**City of Brentwood, Senior Center/Concession Complex, Brentwood, CA.** Mr. Delabriandais was the Lead Field Technician for this project, which consisted of constructing a senior center building and a concession stand building, new underground utilities, exterior concrete flatwork, asphalt concrete-paved parking lot and driveways, concrete curb-and-gutters, and landscaping. The senior center building is a pre-fabricated, two-story structure of steel-framed construction with lower masonry walls and upper insulated panel exterior walls. The building is supported on a shallow foundation system consisting of isolated and continuous footings with a slab-on-grade floor. The concession stand building is a single-story masonry structure supported on continuous shallow footings with a slab-on-grade floor. Kleinfelder provided materials testing and special inspection of reinforced concrete, structural masonry construction, and structural steel construction, which included shop and field welding inspections, high-strength bolting, and epoxy bolts and dowels installation. Kleinfelder also performed testing of soils, aggregate base, and asphalt for parking and driveway areas.

**City of Oakley, On-Call Materials Testing and Geotechnical Services, Oakley, CA.** Mr. Delabriandais provided testing and observation services for this contract. Projects have included the Sierra-Crete Investigation and Remediation Study, the Landmark Plaza Geotechnical Design Study, construction testing and inspection for Fire Station 93, and construction testing for several roadway widening and improvement projects throughout the City.

**Caltrans Statewide METS Support Contract, District 59, CA.** Mr. Delabriandais was the Lead Testing Technician supporting Caltrans Headquarters during bridge overlay and repair work in South San Francisco under an accelerated construction schedule. This involved materials sampling, on-site testing, fabrication of laboratory specimens, and reporting to the Caltrans Resident Engineer for the project site.

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## Joshua Johnson, CWI, NDT

### Special Inspector

Mr. Johnson has 18 years of experience in quality assurance and welding inspection, primarily in shop and field welding inspections, structural steel and bolted connections inspection, and nondestructive testing. His project portfolio includes public agencies, school districts and the Oil & Gas market. In addition, Mr. Johnson was a part-time welding instructor in the Welding Technology Department of Los Medanos College in Pittsburg, CA for six years. He is experienced performing and inspecting all forms of welded connections between metals, review of welding procedures, and shop fabrication QC Plan review. As a Welder, he performed work within a fabrication facility that performed laser welding and is familiar with those processes. He is an expert in the inspection and the technical metallurgical requirements of different weld processes, procedures, and materials and performs training for those seeking NDT certification. Prior to becoming an inspector, Mr. Johnson's experience in the metal fabrication industry included all aspects of welding, cutting, and forming of ferrous and non-ferrous metal, using manual and CNC machine tools, press brakes, hydraulic shears, tubing benders, saws, and most tools associated with metal fabrication. He is proficient in the following welding processes; GTAW, EBW, OFW/OFC/OFB, GMAW, SMAW, and FCAW; with plate, pipe, and tubing (FCAW plate only).

#### Education

AS, Welding Engineering  
Technology, Los Medanos  
College

#### Registrations/Certifications

AWS – Senior Certified Welding  
Inspector (SCWI)

ASNT – NDT Technician:

Magnetic Particle Testing  
(MT), Level II; Ultrasonic  
Testing (UT), Level II; Dye  
Penetrant Testing (PT), Level  
II; AWS D1.8 Seismic  
Supplemental UT (Annex F/G)

ICC – Special Inspector:

Structural Steel and Bolting,  
Structural Welding

Kleinfelder Loss Prevention  
System Safety Training

#### Years of Experience

19 total; 19 with firm

### Selected Project Experience

**City of Antioch, Prewett Park Community Center for City of Antioch, Construction Materials Testing and Inspection Services, CA.** Kleinfelder provided complete construction materials testing and special inspection services during project construction, which included reinforcing steel, concrete, structural masonry, structural steel shop and field welding, ultrasonic testing of welds, and post-installed epoxy anchor bolts. Mr. Johnson provided welding inspections and testing.

**City of Pittsburg, On-Call Geotechnical and Materials Testing Services, Pittsburg, CA.** Mr. Johnson has provided construction materials testing services for the last several years under Kleinfelder's on-call contract with the City of Pittsburg. He performs bolt torque testing and other materials testing and observation services as-needed. He worked on the Vidrio Tenant Improvement Project, California Theater Renovation, and Kirker Creek Slope Repair Projects for the City.

**City of Concord On-Call Geotechnical and Construction Materials Testing Services, Concord, CA.** Mr. Johnson has provided bolt and welding inspections for the last several years under Kleinfelder's on-call contract with the City of Concord. He has performed bolt and/or welding inspections as-needed on the Todos Santos Plaza Archway and Meadow Homes Shade Structure

Projects for the City.

**Contra Costa County, New District Attorney Building, Martinez, CA.** Provided welding and concrete inspections for construction of a new, four-story, L-shaped steel construction building in downtown Martinez. Provided shop welding inspection until field welding began with pile caps. Continued with welding inspection, high-strength bolting, and NDE coordination services for duration of erection and field welding operations on the project.

**Central Contra Costa Sanitation District, Headquarters Office Building Seismic Retrofit, CA.** Lead Inspector for welding and non-destructive examination (NDE) services for seismic upgrade to an existing five-story office building. Work consisted of exposing existing steel columns and beams constructed in 1982 and upgrading them by boxing the columns and adding continuity, stiffener, and haunch plates at all beam-to-column connections. Nearly all connections were made with complete joint penetration or partial joint penetration welds with up to 12 welders from two different companies simultaneously. Work included tracking and mapping welds for rejects, acceptance, and completion; inspecting welds; and coordinating NDE testing in compliance with AWS D1.8 and D1.1.

**Central Contra Costa Sanitation District, On-Call Materials Testing and Inspection Services, Contra Costa County, CA.** Provided soil testing, concrete sampling, and special inspection services. Projects involved numerous miles of pipeline with various concrete support structures and have ranged from small-diameter sewer pipe repairs and replacements to major sewer transmission mains. Construction has included a wide array of trenchless techniques in rehabilitating and replacing of existing systems.

**Contra Costa County Transportation Authority, Balfour Interchange Program, Pittsburg to Byron, CA.** Senior Welding Inspector. Mr. Johnson performed compaction testing of soils and aggregates and concrete aggregate sampling and testing services in addition to UT structural welding inspection on shop fabricated items on this transportation improvement project in Eastern Contra Costa County. Kleinfelder's services under the CM firm have included quality assurance testing of aggregates, soils, concrete, and various other construction materials.

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**Certifications**

ACI - Field Testing Technician,  
Grade 1, No. 1349059

DOT - Caltrans Test Methods  
125AGG, 125HMA, 231, 375

Nuclear Gauge Operator  
Training

Kleinfelder Loss Prevention  
System Safety Training

**Years of Experience**

10 total; 5 with firm

## Jordan Graves

### Field Technician

Mr. Graves has 10 years of experience providing construction materials testing and observation services and has worked on projects all over central California. His skills include sampling and testing construction materials such as hot mix asphalt, concrete, aggregate base, and soils. Other skills include job site safety, comprehension of site plans, and excelling at working with others to obtain a common goal. Most of Mr. Graves' experience has been testing and observation services on soils and aggregates for mass grading, underground, and finish grading operations.

### Selected Project Experience

**City of Antioch, On-Call Materials Testing and Inspection Services, Antioch, CA.** Mr. Graves has performed compaction testing of trench backfill and compaction testing of aggregate base for sidewalks, curb-and-gutter, and street pavements for various projects under this contract over the past several years. Most recently he performed as-needed services for Water Main Replacements, a Water Tank Slope Erosion Repair at the City Water Treatment Plant, and Pavement Rehabilitations.

**City of Pittsburg, On-Call Geotechnical and Materials Testing Services, Pittsburg, CA.** Mr. Graves has provided construction materials testing services for the last several years under Kleinfelder's on-call contract with the City of Pittsburg. He performs nuclear density testing and soil and asphalt testing and observation. Most recently he performed as-needed observation and testing services on the City of Pittsburg West Leland Road and Loveridge Road Rehabilitation Project.

**City of Concord On-Call Geotechnical and Construction Materials Testing Services, Concord, CA.** Mr. Graves has provided earthwork testing/inspection services for trench backfill, structural backfill, engineered fill, street subgrades, aggregate base, and asphalt concrete for various projects under this contract.

**City of Oakley On-Call Materials Testing Services, Oakley, CA.** Mr. Graves is providing compaction testing and observation services of soils, aggregates, and asphalt under Kleinfelder's on-call contract with the City of Oakley involving underground and street improvements for various developer-driven projects throughout the City. Observed backfill operations for water, sewer, and storm drain lines, as well as performing tests for finish grading operations such as street and sidewalk subgrade/aggregate.

**San Mateo County, On-Call Materials Testing, San Mateo, CA.** Mr. Graves performed testing and field services in support of the on-call testing services contract which comprised of the following testing requirements: soil compaction tests, asphalt concrete compaction tests, soil testing and analysis, cement treated base, compaction, and cement content tests.

**Central Contra Costa County Sanitary District, Pump and Blower Building Upgrade and Headworks Screening Upgrade Projects, Contra Costa County, CA.** Performing compaction testing of soils and aggregates and concrete sampling and testing for these ongoing projects at the Central Contra Costa Sanitary District treatment facilities.

**Central Contra Costa County Sanitary District, On-Call Materials Testing and Inspection Services, Contra Costa County, CA.** Provided testing and observation for construction materials. Projects involved numerous miles of pipeline with various concrete support structures and have ranged from small-diameter sewer pipe repairs and replacements to major sewer transmission mains. Construction has included a wide array of trenchless techniques in rehabilitating and replacing existing systems.

**Yerba Buena Island Ramps, San Francisco County Transportation Authority (SFCTA), Oakland, CA.** Mr. Graves performed field inspections and source inspections for this high-profile bridge ramps project between Oakland and San Francisco. Services included review of Welding Quality Control Plans (WQCP) prior to commencement of steel fabrication. At the beginning and throughout fabrication of the structural steel girders and casings for the ramps, Kleinfelder provided CWIs, NDT specialists, and experienced coatings specialists to identify the materials at the fabrication facilities and verify weld parameters, welder qualifications, welds, cleaning, and protective coatings application were in conformance to project requirements and the approved WQCP.

**Balfour Interchange Program, Contra Costa County Transportation Authority, Pittsburg to Byron, CA.** Mr. Graves is performing compaction testing of soils and aggregates and concrete aggregate sampling and testing services for this ongoing transportation improvement project in eastern Contra Costa County. Services include laboratory testing during construction and quality assurance testing of aggregates, soils, concrete, and various other construction materials.

**River Islands, Lathrop, CA.** Performed testing and observation services for underground and finish grading operations. Worked with the contractor to install and backfill utility trenches such as sewer, storm drain, water, and electrical lines. Also performed testing on street subgrade, aggregate base, and hot mix asphalt.

**Pacific Gas and Electric Company (PG&E), Vacaville Substation, Vacaville, CA.** Performed nuclear density testing and observation services for the client as the contractor made street aggregate base grade and laid hot mix asphalt for access roads at PG&E's Vacaville substation.

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## COMPANY'S RELATIVE EXPERIENCE AND PERFORMANCE

Kleinfelder has 61 years of experience working on public works projects, and has a long, successful track record of providing on-call services on capital improvement program, land development, and other municipal projects. For over six decades, more than half of all projects completed by Kleinfelder have been in and/or for the public sector. Approximately 80% of our current projects in California are public works-related, either being performed directly for public agencies or through design/civil engineering firms. As a result, Kleinfelder understands the requirements for timeliness and efficiency when working on public sector projects. We have worked with many federal, state, and local agencies and are knowledgeable of applicable codes, regulations, and ordinances associated with public works design and construction. Kleinfelder has successfully completed over 3,000 projects throughout the San Francisco Bay Area. Our materials testing and inspection services combine our expertise with quality assurance, project management, and responsive, personal service. In addition to our extensive public works experience, we are extremely effective at managing as-needed contracts.

### Materials Testing and Inspection Services

We have reviewed the City's anticipated project needs included in the RFQ. Kleinfelder has experience providing these services to our on-call clients including the City. For this project, Kleinfelder is prepared to provide the full range of services requested by the City, including the following:

- Laboratory and/or field testing of soils, aggregate, chip seal, micro surfacing, asphalt concrete, controlled low strength material, Portland cement concrete, structural steel, and other construction materials.
- Special Inspections in accordance with Section 17 of the California Building Code.
- Other services including asphalt and concrete mix design review, batch plant inspection, project documentation, technical support, laboratory reports, field logs, final reports, affidavits and additional services as required.

Kleinfelder's materials engineers work with design and owner/client professionals to provide technical knowledge and expertise in the analysis of construction materials, using both non-destructive and destructive testing programs suited to each project's specific needs. At Kleinfelder, inspections and tests are performed in accordance with applicable test procedures and governing code. To meet this high-quality standard, we are involved with many governing agencies and quality control/quality assurance (QA/QC) organizations. For our efforts, Kleinfelder has been acknowledged by multiple governmental and/or regulatory agencies overseeing our profession. Services include the following:

TYPICAL TYPES OF CAPITAL IMPROVEMENT PROGRAM & PUBLIC WORKS PROJECTS			
Roadways/Pavements	Parks	Water Treatment Facilities	Creeks
Bridges	Libraries	Pipelines/Storm Drains	Culverts
Airports	Correctional Facilities	Reservoirs and Dams	Water Storage Tanks
Redevelopment Areas	City/Administrative Buildings	Dams	Water Mains
Parking Structures	Hospitals/Schools/Universities	Flood Control	Sewers
MATERIALS TESTING	SPECIAL INSPECTION	GEOTECHNICAL TESTING & INSPECTION	MATERIALS ENGINEERING
<ul style="list-style-type: none"><li>✓ Soils</li><li>✓ Structural &amp; Reinforcing Steel</li><li>✓ Aggregates</li><li>✓ Wood</li><li>✓ Concrete</li><li>✓ Asphaltic Concrete</li><li>✓ Gunite &amp; Shotcrete</li><li>✓ Paint &amp; Protective Coatings</li><li>✓ Masonry Block, Brick, Grout, Mortar, &amp; Assembled Prisms</li></ul>	<ul style="list-style-type: none"><li>✓ Reinforced &amp; Pre-Stressed Concrete</li><li>✓ Reinforcing Steel</li><li>✓ Spray-applied Fire Proofing</li><li>✓ Structural Welding</li><li>✓ Piling, Drilled Piers, &amp; Caissons</li><li>✓ High-Strength Bolting</li><li>✓ Shotcrete</li><li>✓ Structural Masonry</li></ul>	<ul style="list-style-type: none"><li>✓ Laboratory Testing of Soils</li><li>✓ Compaction Testing of Fill &amp; Backfill</li><li>✓ Field Testing of Soils</li><li>✓ Monitoring of Fill Placement</li><li>✓ Evaluation of Suitability of Fill &amp; Backfill Materials</li><li>✓ Monitoring of Foundation Construction (Driven Piles, Drilled Piers, Footings, etc.)</li><li>✓ Monitoring of Ground Improvement Systems &amp; Treatments</li></ul>	<ul style="list-style-type: none"><li>✓ Building Performance Evaluations</li><li>✓ Failure Analysis</li><li>✓ Production Quality Control</li><li>✓ Product Testing</li><li>✓ Materials Research</li><li>✓ Forensic Engineering</li><li>✓ Materials Design</li></ul>
KLEINFELDER EXPERIENCE BASE			
<ul style="list-style-type: none"><li>✓ Structural investigation of steel, concrete, masonry, &amp; wood structures</li><li>✓ Building surveys to establish as-built construction details</li><li>✓ Materials testing through non-destructive &amp; destructive test methods</li></ul>	<ul style="list-style-type: none"><li>✓ Full-scale load testing program design &amp; implementations</li><li>✓ Building distress assessment</li><li>✓ Coring analysis</li></ul>		
<b>REINFORCING STEEL</b> Identify, tag and sample reinforcing steel prior to shipment to the site, and perform laboratory tests on steel, including tensile strength and bend tests.	<b>STRUCTURAL MASONRY</b> <ul style="list-style-type: none"><li>✓ Sample/test mortar &amp; grout</li><li>✓ Sample masonry block units/prisms</li><li>✓ Laboratory cure/compression tests mortar, grout, &amp; masonry units/prisms</li></ul>	<b>REINFORCED CONCRETE</b> <ul style="list-style-type: none"><li>✓ Review concrete mix designs</li><li>✓ Obtain grab samples of cement</li><li>✓ Provide continuous batch plant inspection</li><li>✓ Monitor concrete during placement for consistency (slump, temperature, and allowed time limit between batch plant and placement)</li><li>✓ Sample concrete at the site, during placement</li><li>✓ Pick up concrete samples after on-site cure</li><li>✓ Laboratory cure/compression tests of concrete samples</li></ul>	<b>STRUCTURAL &amp; MISC. STEEL</b> <ul style="list-style-type: none"><li>✓ Observe shop welding procedures, review welding procedure specifications and welder certification papers</li><li>✓ Review materials mill certificates</li><li>✓ Observe field welding of structural steel &amp; decking</li><li>✓ Observe calibration procedure/installation of high-strength bolting</li><li>✓ Perform field &amp; laboratory tests on structural steel &amp; high-strength bolts</li></ul>
<b>TEST METHODS</b> Destructive and non-destructive test methods utilized as the situation requires. We perform fiber optics beam and ultrasonic pulse velocity (UPV) for the examination of wood, concrete, and masonry structures.	<b>ANCHORS</b> <ul style="list-style-type: none"><li>✓ Perform pull-out proof load tests on expansion anchors</li><li>✓ Monitor installation of epoxy anchors</li></ul>		
<b>SPECIAL INSPECTIONS</b> Performs special inspections as detailed in Section 1701A of the California Building Code for commercial buildings, City and County governments, public schools, community colleges and state-owned or state-leased essential services buildings regulated by the Division of the State Architect.	<b>FAILURE INVESTIGATION &amp; ANALYSIS</b> <ul style="list-style-type: none"><li>✓ Evaluations of design adequacy, construction techniques, &amp; integrity of building materials</li><li>✓ Damage assessment &amp; accident reconstruction</li><li>✓ Expert witness testimony</li></ul>		



## Kleinfelder Laboratory Accreditations

Reliable data is critical to the success of any project. *Kleinfelder maintains a strict QA/QC program which is enhanced by regular government agency inspections.* The most significant outside QA/QC inspections of our laboratories are conducted by the National Bureau of Standards through the Commercial Testing Laboratory Accreditation Program and the Cement and Concrete Reference Laboratory Program. Our laboratories are also inspected and certified by Caltrans and AASHTO. These inspections, conducted by specialized federal and state teams, consist of extensive and detailed evaluations of laboratory testing equipment, calibration (traceable to the National Bureau of Standards), and inspection and testing procedures. Our field and laboratory activities are supervised by registered engineers.

At Kleinfelder, specified inspections and tests are performed in accordance with the applicable test procedures and governing code. For our efforts, Kleinfelder has been acknowledged by several governmental and/or regulatory agencies overseeing our profession. A primary standard for professional laboratory services is ASTM E329; Kleinfelder meets the requirements of ASTM E329, Standard Practice for "Use in the Evaluation of Testing and Inspection Agencies as used in Construction." ASTM and Caltrans test methods are employed in our testing services on a daily basis. A list of our current laboratory certifications follows.

ORGANIZATION	KLEINFELDER ACCREDITATIONS & CERTIFICATIONS
ACI - American Concrete Institute	Many field and laboratory personnel are ACI certified.
AASHTO - American Association of State Highway and Transportation Officials	Approved laboratory for construction related to roads, bridges, highways and railroads.
ASTM - American Society for Testing and Materials	Laboratory testing complies with ASTM procedures and standards.
AWS - American Welding Society	Many field personnel are AWS-Certified Welding Inspectors.
CALTRANS - California Department of Transportation	Personnel certified to perform laboratory testing and batch plant inspection in accordance with Caltrans test procedures.
CCRL - Cement and Concrete Reference Laboratories	Approved laboratory for testing services and quality control. CCRL reviews laboratory procedures bi-annually and audits all testing procedures we are currently certified to perform.
DSA/ORS - Division of the State Architect, Office of Regulation Services	Approved LEA (#43) laboratory for materials testing and geotechnical services, a distinction not held by all firms in our profession.
ICC - International Code Council	Approved testing and inspection agency on the current list of approved testing firms for all construction that is enforced by the local building departments in the Bay Area. Many of our field personnel have multiple ICC certifications.
NICET - National Institute for Certification in Engineering Technologies	Many field and laboratory personnel are NICET-certified.
Nuclear Gauge Safety Certification	Many personnel have their State of California, Nuclear Gauge Safety Certification.

## Relevant Project Experience

The following are examples of our relevant project experience with materials testing and special inspection services.

ON-CALL MATERIALS TESTING AND SPECIAL INSPECTION SERVICES CITY OF ANTIOCH, CALIFORNIA	
Project Owner	Scope of Work Performed
City of Antioch 200 H Street Antioch, CA 94509	Kleinfelder has provided on-call materials testing and special inspection services to the City of Antioch for the past 10 years. Services have included earthwork testing/inspection services for trench backfill, structural backfill, engineered fill, street and sidewalk subgrades, aggregate base and asphalt concrete; materials testing/inspection services for reinforced concrete, masonry, and steel; and general materials sampling, testing, and quality control on various other on-call services.
Contact Name and Phone	
Scott Buenting, PE, Project Manager – Capital Improvements Division 925.779.6129	Representative projects for the City include: Downtown Roadway Pavement Rehab Phases 6 and 7, the Marina Boat Launch Facility, the Ninth Street Roadway Improvements, the Antioch Prewett Park Building and Spray Ground, the Sewer Main and Water Main Replacement projects, the Northeast Antioch Annexation Water and Sewer Facility Installations, Antioch Water Treatment Plant Slope Erosion Mitigation Design and Repairs, the PW 392-31 Pavement Rehabilitation Project, and the Antioch Rivertown Gateway Sign project.
Year Performed	
2012 – Ongoing	
Key Staff	Types of Testing & Inspection Services Provided:
Fernando Silva, Jordan Graves, Gary Delabriandais, Joshua Johnson	<ul style="list-style-type: none"> <li>✓ Materials testing and special inspection services</li> <li>✓ Earthwork testing and inspection services</li> <li>✓ Non-destructive and destructive testing</li> <li>✓ General materials sampling, testing, and quality control services</li> </ul>



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### ON-CALL GEOTECHNICAL AND MATERIALS TESTING SERVICES CITY OF PITTSBURG, CALIFORNIA

Project Owner	Scope of Work Performed
City of Pittsburg Engineering Division 65 Civic Avenue Pittsburg, CA 94565	Kleinfelder has been providing on-call geotechnical engineering and materials testing services to the City of Pittsburg for more than 22 years. We have also provided on-call geotechnical peer review services to the City for over a decade on a variety of projects. Our noted peer review services have been performed for mass grading on residential subdivisions, landslide deposits characterization and repair, creek and artificial canal bank erosion, retreat and failure, detention pond side slope stability, new water reservoirs, and water treatment plants.
Contact Name and Phone	
Gina Haynes, PE, Senior Civil Engineer 925.252.4042	Kleinfelder's materials testing services have included observation and testing during fill placement and compaction, roadway preparation, trench backfill, asphalt placement, concrete placement, and compliance testing services in accordance with ASTM and Caltrans testing standards. Geotechnical services have included test borings to evaluate soil conditions, soil property determinations, pavement evaluations, pavement design, pavement rehabilitation, and engineering analyses.
Year Performed	
2000 – Ongoing	Representative projects include: Harbor Street Undercrossing; Highlands and Oak Hill Reservoirs; Various Storm Drain and Storage Tanks Improvements; Various Road Reconstruction Projects; Phase I and II Environmental Site Assessments and Hazardous Building Materials Surveys; Senior Center; New City Hall Construction; and Vista Del Mar, Bailey Estates, Landslide Investigation and Peer Review Services.
Key Staff	
Fernando Silva, Jordan Graves, Gary Delabrandais, Joshua Johnson	Types of Testing & Inspection Services Provided: <ul style="list-style-type: none"> <li>✓ Materials testing and special inspection services</li> <li>✓ Earthwork testing and inspection services</li> <li>✓ Non-destructive and destructive testing</li> <li>✓ General materials sampling, testing, and quality control services</li> </ul>

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### ON-CALL MATERIALS TESTING SERVICES CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT, CALIFORNIA

Project Owner	Scope of Work Performed
Central Contra Costa County Public Works Department 255 Glacier Dr. Martinez, CA 94553	Kleinfelder has worked closely with the Contra Costa County Public Works Department on various construction projects throughout Contra Costa County. Services include observation, sampling, and field density testing of subgrade soils, aggregate base, asphalt, and concrete; and laboratory quality assurance testing on various roadway construction materials, such as soils, aggregate base, asphalt concrete, and slurry seal products.
Contact Name and Phone	
Dante Morabe, Supervising Construction Inspector 925.313.2006	Representative projects include: Annual Slurry Seal Project, the Annual Surface Treatment Project, New West County Health Center, and the Port Chicago & Willow Pass Road Bike and Pedestrian Projects.
Year Performed	
2014 – Ongoing	Types of Testing & Inspection Services Provided: <ul style="list-style-type: none"> <li>✓ Observation, sampling, and field density testing</li> <li>✓ Laboratory quality assurance testing</li> </ul>
Key Staff	
Fernando Silva, Jordan Graves, Gary Delabrandais, Joshua Johnson	



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### ON-CALL GEOTECHNICAL ENGINEERING AND MATERIALS TESTING SERVICES CITY OF CONCORD, CALIFORNIA

Project Owner	Scope of Work Performed
City of Concord 1455 Gasoline Alley Concord, CA 94520	<p>Kleinfelder has provided on-call geotechnical, materials testing, and environmental services to the City of Concord for the past 18 years. Services include geotechnical, geological, and seismic investigations and reports that provide recommendations for earthwork, landslide repairs, foundations, new bridge structures, retaining walls, pavement design, and trench backfill; groundwater investigations; pavement repair investigations; third party reviews of other firms' geotechnical reports; earthwork testing/inspection services for trench backfill, structural backfill, engineered fill, street subgrades, aggregate base and asphalt concrete; materials testing and inspection services for reinforced concrete and steel; non-destructive and destructive testing of Portland cement and asphalt concrete; and general materials sampling, testing and quality control on various other on-call services.</p> <p>Representative projects include: Ygnacio Valley Road Landslide Investigation and Repairs, Commerce Avenue Extension and Pine Creek Bridge, Marsh Drive Bridge Seismic Retrofit, Concord Blvd. Sidewalk Improvements, Wren Elementary School Pedestrian Corridor Improvements, Concord Community Park Solar Panels, Meadow Homes Spray Park Shade Structure, Willow Pass Road Trunk Sewer Upgrade, Monument Corridor Trail Phase I, Cowell Road BART Area Sewer Spot Repair, Civic Center Roof Top HVAC Units Installation, Farm Bureau Road Safe Routes to School, Treat Boulevard/Clayton Road Intersection Improvements, Citywide Curb Ramp Improvements, FY14-15 Pavement Rehab and Repairs, and Measure Q Pavement Repair Projects, Diamond Boulevard Pavement Repairs, and Geologic Peer Review Services for Concord Airport Self Storage.</p> <p>Types of Testing &amp; Inspection Services Provided:</p> <ul style="list-style-type: none"> <li>✓ Geotechnical, geological, and seismic investigations and reports</li> <li>✓ Materials testing and special inspection services</li> <li>✓ Non-destructive and destructive testing</li> <li>✓ General materials sampling, testing and quality control services</li> </ul>
Contact Name and Phone	
Bernard Enrile, PE, Project Manager – Capital Improvements 925.671.3031	
Year Performed	
2004 – Ongoing	
Key Staff	
Fernando Silva, Jordan Graves, Gary Delabriandais, Joshua Johnson	

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### PREWETT PARK COMMUNITY CENTER ANTIOCH, CALIFORNIA

Project Owner:	Scope of Work Performed
Critical Solutions (for City of Antioch)	<p>The project involved the construction of a single-level, 38,700-square foot steel-framed building, housing a community center, library express, and police substation. The community center included an 11,000-square-foot gymnasium, community room, multi-purpose rooms for classes, a computer room, outdoor play areas for children, administrative offices, and an amphitheater for concerts and plays. The steel-framed structural system utilized long span trusses and bucking restrained braced frames for seismic resistance. Kleinfelder provided complete construction materials testing and special inspection services during project construction, which included reinforcing steel, concrete, structural masonry, structural steel shop and field welding, ultrasonic testing of welds, and post-installed epoxy anchor bolts. Our total testing and inspection fees on the project were about \$80,000.</p> <p>Types of Testing &amp; Inspection Services Provided:</p> <ul style="list-style-type: none"> <li>✓ Materials testing and special inspection services</li> </ul>
Contact Name and Phone	
Thomas J. Hedges, PE, Senior Project Manager 925.260.3068	
Year Performed	
2009 – 2010	
Key Staff	
Fernando Silva, Gary Delabriandais, Joshua Johnson	



## Detailed Scope of Services

Kleinfelder will perform all necessary materials testing and special inspection services to provide construction support to the City during construction activities associated with the City's Capital Improvement Program and other City projects. The purpose of our services will be to provide a record and information regarding the materials utilized in these construction activities to the City in order to assess compliance with the project plans, specifications, and applicable building codes and requirements. Our scope of services typically includes some or all the following tasks depending on the nature of the project.

### Earthwork Testing and Inspection During Construction Activities

These services typically include periodic and/or continuous (depending on City requirements) observation, inspection and testing of earthwork including the following: during placement of trench backfill for underground improvements, during subgrade preparation and placement and compaction of engineered fill on the site, and during placement and compaction of aggregate base.

### Special Inspection During Reinforced Concrete Construction

Services include periodic reinforcing steel placement observation, periodic batch plant inspection, and continuous observation during cast-in-place concrete placement. Slump tests are performed, and concrete specimens are cast for compressive strength testing. Concrete specimens are picked up after a +24-hour field cure period. Copies of batch tickets for all concrete placed are collected and verified for mix compliance. During placement of non-structural concrete (slabwork), concrete is sampled on a periodic basis and tested for slump and strength specimens are cast to ensure concrete meets the requirements of the plans and specifications. Observation and testing of epoxy type anchors and wedge type anchors (if needed) are performed on a periodic or continuous basis during actual placement.

### Special Inspection During Structural Masonry Construction

These inspections are performed on a periodic or continuous basis as required by the project plans and specifications. Our inspector will observe the masonry block storage methods onsite, placement of the block, location of rebar prior to grout placement at each lift, and sampling of mortar and grout specimens.

### Special Inspection During Structural Steel Construction

These inspections will include continuous and periodic inspection during field welding (including reinforcing steel and architectural framing), continuous and periodic inspection of shop welding on steel members, and verification of procedure and welder qualifications. Non-destructive testing (UT testing) will be performed as required in the specifications and per the California Building Code. Continuous inspection will be performed during torquing and tensioning of all bolts as required by the plans and specifications.

### Asphalt Inspection and Testing and Inspection, Chip Seal, and Micro Surfacing

Continuous and/or periodic observation and compaction testing will be performed during asphalt placement, chip seal, and micro surfacing (as required by the City). Samples of asphalt, chip seal/slurry seal, and other materials will be obtained for quality assurance testing and comparison to the mix design, and maximum laboratory density will be performed in accordance with Caltrans standard procedures. A review of the mix designs will be performed prior to paving to ensure it meets project requirements.

### Laboratory Testing Services

Laboratory testing is performed on construction materials as required to determine compliance with the project plans and specifications and the City requirements. During concrete construction our services include compressive strength testing of cast concrete cylinders. During earthwork activities, our services may include some or all of the following: moisture content tests, sieve analyses, liquid limit and plastic index testing, moisture/density relationships (compaction curves), R-value, and soil corrosivity. During asphalt concrete placement, our services typically include performing maximum theoretical density testing and extraction and gradation analysis to determine compliance of the mix placed with project specifications.

At the completion of our materials testing and inspection services, a thorough review is performed on the project file to ensure that there are no outstanding issues needing resolution. If there are any issues they are immediately resolved, if there are none, then a final observation and testing report is prepared and signed by our registered engineer.

### Daily Inspection and Final Reports

Our approach to materials testing projects is to work diligently to ensure accuracy, timeliness, and thoroughness in communicating with the City. To facilitate this approach, our technicians will prepare a written daily field report (DFR) prior to leaving the project site each day. Our technicians are equipped with an iPad and will email a typed copy of their report to the City's representative (City Inspector or Construction Manager) on the same day. Any concerns will be discussed with the City's representative immediately on site or via telephone. Any non-conformance issues will be discussed with the City's Inspector immediately onsite or via telephone. If requested, at project completion a final report will be prepared and submitted to the City, summarizing the results of all tests performed on the project. We will email and mail concrete break reports to the City after each break is performed and will email the results of laboratory conformance tests for soils, aggregates, and other materials as they become available. All field and laboratory test results are reviewed by our registered civil and geotechnical engineer.



## Location of Staff and Laboratories - Response Time, Availability, and Reliability

The location of our Pittsburg office allows us to respond quickly to your project needs, as most of the City's construction sites only require about a 15 minute drive from our office. The fact that we are local also means that chances are, we may often be able to dispatch personnel from a nearby site, thereby providing quicker response time than other companies to meet unforeseen project needs or changes in schedule.

Samples of materials requiring laboratory testing will be picked up the same day they are requested and delivered to our Hayward laboratory. Testing turnaround times are based on requirements set forth in the appropriate test methods and are carried out as rapidly as the test method will allow. Our standard turnaround time for moisture-density relationships (compaction curves) is one day from delivery to the laboratory. If requested, checkpoints can be performed and reported on the same day. Turnaround times associated with other soils tests are usually one to two days, dependent on test method requirements. Results will become available to the City the same day that the test is completed. Concrete strength specimens are returned to the laboratory within 24 hours of being cast and are cured with compression test results becoming available at 7, 14, and 28 days or as specified from the date of placement. Results will become available to the City on the same day that the test is completed.

We offer cost-effective services with labor rates based on 2-hour minimums, with hourly increments thereafter based on current prevailing wage requirements. No separate charges will be invoiced for vehicle or standard testing equipment used in the performance of our services. Time is measured portal to portal from our Pittsburg office to the project site.

Kleinfelder's extensive capabilities and staff size allow us to meet tight project schedules involving multiple concurrent projects in several locations. *Our seven offices and/or laboratories located throughout the Bay Area* allow us to supplement our local staff on short notice, if needed, to meet the City's project needs.

Although we prefer 24 hours advance notice for required field work in order to ensure scheduling and availability of our field personnel, the City can be assured that we will 'turn on a dime' to service the City's projects. We can do this due to our close proximity to the City and the dedication that our field personnel have to City projects. *We can schedule and dispatch field personnel on a minimum advance notice of 4 hours, if necessary.* In addition, the majority of our personnel live within close proximity to the City and are readily available to work overtime and on weekends, if needed. The Pittsburg office and Hayward laboratory are equipped with a 24-hour voicemail system, and our technicians are equipped with cellular phones to aid in expedient response to the City's project needs.

We value our relationship and are committed to continue to meet your needs. Kleinfelder has a long history of providing similar on-call services to the City and various other cities and municipalities. This experience gives us the knowledge of procedures that will enable us to respond in a timely, efficient manner. What we offer is the most local, responsive, well-qualified, and certified staff who will work with the City to reduce costs and complete your project in a timely manner.

## Project Support Services

We believe excellence in services goes hand in hand with effective project management. Strict compliance to budget, schedule, and regulatory issues, while maintaining quality, requires the effective management of resources, manpower, equipment, materials and capital. That is why we assign a highly competent and experienced professional project manager for each project. Our proposed project manager, Mr. Fernando Silva, brings over 36 years of experience managing these services for local agencies. Mr. Silva with his staff will plan, direct, coordinate, and control project execution. He is supported by a task force of specialists selected specifically for the anticipated scope of work. As the project manager on this contract, Mr. Silva maintains overall control and is responsible to the City and Kleinfelder management for all aspects of the work.

## Cost Control Monitoring

Kleinfelder uses Deltek Vision as our enterprise-wide software product for accounting and finance, project management, reporting, timesheets, and expense reports. The system is web based and can be accessed through Kleinfelder's secure network by all project managers and staff. Deltek is also accessible through smartphones and tablets, making this especially useful for our field staff to accurately input and maintain timesheet entries, expense reports, internal lab testing costs, outside expenditures, and other project costs linked to each project and task order in the program. Complex work breakdown structures can be accommodated and can be budgeted and invoiced accurately. Expenditures are automatically entered into Deltek and reflect in the project and task budgets daily, giving our project managers accurate and timely information, providing them with an excellent tool to control project costs.

## Quality Assurance//Quality Control (QA/QC)

Kleinfelder has built its reputation in large part because of our commitment to quality services. This commitment includes the development of a comprehensive and fully implemented QA/QC program that is applied company wide. The program governs our technical work and services, including geotechnical and environmental services, inspection and special inspection services, soil and aggregate sampling and testing, sediment testing, asphalt-concrete sampling and testing, pavement evaluation and analysis, concrete/masonry sampling and testing, and testing of miscellaneous materials such as wood, steel, and so forth.

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*We have strategically selected our local staff to fast-track dispatch to the City's project sites and processing of laboratory tests.*

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**Current Fee Schedule****EXHIBIT "B"**

A summary of our staff rates as they may relate to this contract are presented below, and the rest of our fee schedule showing laboratory test rates and other fees follows.

**2022 KLEINFELDER RATE SCHEDULE FOR  
CITY OF ANTIOCH ON-CALL SERVICES**

**PROFESSIONAL STAFF RATES\***

Professional.....	\$ 145/ hour
Staff Professional .....	\$ 155/ hour
Project Professional.....	\$ 175/ hour
Project Manager.....	\$ 185/ hour
Senior Professional .....	\$ 195/ hour
Senior Project Manager.....	\$ 215/ hour
Principal Professional.....	\$ 225/ hour
Senior Principal Professional.....	\$ 240/ hour

**ADMINISTRATIVE/TECHNICAL STAFF RATES**

Administrator .....	\$ 90/ hour
Technician/Special Inspector (Testing & Inspections)** .....	\$ 135/ hour
Special Inspector (Welding Inspection and NDE Testing)** .....	\$ 200/ hour
Technician (Sample Pickup & Delivery and Travel).....	\$ 95/ hour
Draftsperson/CADD Operator.....	\$ 125/ hour

Minimum Charges for Office Time Per Day ..... One Hour at Applicable Rate

Minimum Charges for Testing and Inspection..... Two Hours at Applicable Rate

Markup for Subcontractor work (if needed) is 10%.

\* Applies to all professional rates including but not limited to civil, mechanical, chemical, electrical, geotechnical, and environmental engineers; industrial hygienists; geologists; hydrogeologists; hydrologists; and computer specialists.

\*\* Technician and Special Inspector rates are covered by California Prevailing Wage laws. Overtime and double-time will be billed at 1.5 and 2.0 times the hourly rate, respectively, for conformance with Prevailing Wage requirements. Kleinfelder reserves the right to increase the billing rates for Technician and Special Inspector each year over the course of the contract period, to cover increases in Prevailing Wage Rates as dictated by the DIR.

A 2-hour minimum charge will be made for all field services, with 1-hour increments thereafter. Time is measured portal to portal from our Pittsburg office to project site. Mileage is charged separately at the Standard IRS Mileage Rate.

**2022 KLEINFELDER FEE SCHEDULE FOR  
GEOTECHNICAL AND MATERIALS LABORATORY TESTING SERVICES**

Test	Standard Test Method†	Fee		
<b>SOIL TESTS</b>				
<b>SOIL DENSITY TESTS</b>				
Standard Proctor	D698, T99	\$	290	each
Modified Proctor	D1557, T180	\$	290	each
1-Point Proctor, Check Point	T272	\$	170	each
Proctor Oversize Correction	D4718	\$	90	each
Treated Soil Proctor	D558	\$	380	each
California Impact, CT 216	CT216	\$	270	each
<b>SOIL CLASSIFICATION AND INDEX TESTS</b>				
Visual Classification	D2488	\$	35	each
Sieve Analysis, % Finer than No. 200 Sieve	D1140	\$	110	each
Sieve Analysis, Fine	D422, D6913, T88	\$	155	each
Sieve Analysis, Coarse	D422, D6913, T88	\$	155	each
Sieve Analysis, Coarse and Fine	D422, D6913, T88	\$	200	each
Water Content	D2216, D4363, T265	\$	30	each
Water Content and Dry Unit Weight	D2216, D2937, D7263	\$	55	each
Atterberg Limits, Single Point	D4318-B, T89, T90	\$	145	each
Atterberg Limits, Multiple Point	D4318-A, T89, T90	\$	220	each
<b>SOIL BEARING PRESSURE TESTS</b>				
Resistance R-Value	D2844	\$	390	each
Resistance R-Value of Treated Material	D2844	\$	450	each
Rock Correction for R-Value	D2844	\$	100	each
<b>AGGREGATE TESTS</b>				
Acid Solubility		\$	220	each
ASR Reactivity, Long Method	C227, C1293	\$	2,035	each

C25



ASR Reactivity, Short Method	C1260, C1567	\$	1,140	each
Cleanness Value	CT227	\$	200	each
Clay Lumps and Friable Particles, per size <i>*(see note below)</i>	C142, T112	\$	125	each
Coarse Specific Gravity & Absorption	C127, T85	\$	100	each
Fine Specific Gravity & Absorption	C128, T84	\$	175	each
Coarse Durability	D3744, T210	\$	180	each
Fine Durability	D3744, T210	\$	190	each
Flat and Elongated Particles, per size <i>*(see note below)</i>	D4791	\$	115	each
Fractured Faces, per size <i>*(see note below)</i>	D5821, T335	\$	125	each
Lightweight Pieces <i>(Per specific gravity of heavy liquid)</i>	C123, T113	\$	350	each
Los Angeles Abrasion, Large Aggregate	C535	\$	240	each
Los Angeles Abrasion, Small Aggregate	C131, T96	\$	240	each
Mortar Sand Strength	C87, CT515	\$	780	each
Organic Impurities	C40, T21	\$	90	each
Sand Equivalent	D2419, T176	\$	180	each
Sieve Analysis, % Finer than No. 200 Sieve	C117, T11	\$	110	each
Sieve Analysis, Fine	C136, T27	\$	155	each
Sieve Analysis, Coarse	C136, T27	\$	155	each
Sieve Analysis, Coarse and Fine	C136, T27	\$	200	each
Soundness of Aggregate, per size <i>*(see note below)</i>	C88, T104	\$	180	each
Unit Weight	C29, T19	\$	80	each
Water Content	D2216, C566, T255	\$	30	each
Texas Wet Ball Mill	TEX116E	\$	360	each
Decantation Wash	TEX406A	\$	110	each
Uncompacted Void Content of Fine Aggregate	C1252, T304	\$	170	each
<i>*Tests are billed by each size fraction tested. The quantity of fractions tested is dependent on the sample gradation and test method.</i>				
<b>CONCRETE TESTS</b>				
Concrete Compression	C39	\$	40	each
Concrete Core Compression	C42	\$	100	each
Concrete Flexural Strength	C78	\$	125	each
Hydraulic Cement Mortar Compression	C109 (field cast)	\$	40	each
Concrete Drying Shrinkage, set of 3*	C157	\$	610	Each
Concrete Core Thickness	C174	\$	55	each
Concrete Laboratory Trial Batch**	C192	\$	1,485	each
Concrete Time of Set by Penetration Resistance	C403, C191	\$	2,400	each
Concrete Modulus of Elasticity	C469	\$	500	each
Concrete Splitting Tensile Strength	C496	\$	125	each
Concrete Absorption	C497, C642	\$	190	each
Concrete Cylinder Unit Weight	C567	\$	190	each
Non-Shrink Grout Compression	C1107, C579	\$	40	each
Shotcrete Compression	C1140, C1604	\$	85	each
Shotcrete Core Grading	ACI 506.3	\$	85	each
Concrete Paving Slab Modulus of Rupture	C1782	\$	900	each
Concrete Direct Tensile	D2936, CRD C164	\$	500	each
CLSM Compression	D4832	\$	55	each
<i>*For sets greater than 3, add \$100 per prism.</i>				
<i>**Includes up to 9 cylinders (4x8 or 6x12) or 9 flex beams, additional cylinders, beams, or shrinkage prisms charged at individual unit rates.</i>				
<b>MASONRY TESTS</b>				
Masonry Grout Compression	C1019, C942	\$	40	each
Masonry Mortar Compression	C270, C780	\$	40	each
Masonry Core Compression and Shear	CA DSA	\$	200	each
Masonry Prism Compression	C1314	\$	150	each
CMU Absorption and Received Moisture	C140	\$	120	each
CMU Compression	C140	\$	125	each
CMU Dimension Verification	C140	\$	55	each
CMU Linear Shrinkage	C426	\$	300	each
<b>EMULSION TESTS</b>				
Emulsion Settlement	D6930, T59	\$	280	each
Emulsion Sieve Test	D6933, T59	\$	125	each
Emulsion Storage Stability	D6930, T59	\$	220	each
Emulsion Torsional Recovery	CT332	\$	190	each
Particle Charge	D7402, T59	\$	125	each
Residue by Evaporation	D6934, T59	\$	140	each
Saybolt Viscosity	D7946, T59	\$	190	each
Slurry Seal Wet Track Abrasion	D3910, ISSA TB100	\$	420	each
<b>ASPHALT TESTS</b>				
<b>MIX PROPERTY TESTS</b>				
Air Voids Determination <i>(calculation only)</i>	D3203, AI-MS-2	\$	65	each
VMA Determination <i>(calculation only)</i>	AI-MS-2, CT-LP-2	\$	65	each



VFA Determination (calculation only)	AI-MS-2, CT-LP-2	\$	65	each
Volumetric Properties (calculation only)	AI-MS-2, CT-LP-2	\$	55	each
AC Moisture Content	T329	\$	70	each
Gradation of Extracted Aggregate	D5444	\$	150	each
AC Content by Extraction	D2172	\$	260	each
AC Content by Ignition Oven	D6307, T308	\$	190	each
AC Ignition Oven Calibration (determination of mix correction)	D6307	\$	420	each
Hveem Stability	D1560	\$	420	each
Hveem Stability without Compaction	D1560	\$	220	each
Marshall Stability and Flow (does not include compaction)	D6927	\$	210	each
AC Swell	CT305	\$	600	each
<b>DESIGN AND DENSITY TESTS</b>				
AC Core Thickness	D3549	\$	20	each
AC Core Unit Weight & Thickness	D1188, D2726, D3549	\$	65	each
Unit Weight, Gyratory Method	T312	\$	390	each
Unit Weight, Hveem Method	D1561	\$	370	each
Unit Weight, Marshall Method	D6926	\$	270	each
Maximum Theoretical Specific Gravity	D2041	\$	200	each
Moisture Induced Damage	T283	\$	1,615	each
Moisture Vapor Susceptibility	CT307	\$	720	each
Hamburg Wheel Track, Set of 2	T324	\$	1,210	each
Index of Retained Strength	D1075	\$	1,375	each
Indirect Tensile Strength (does not include compaction)	D6931	\$	1,050	set/3
Indirect Tensile Strength of Cored Specimen	D6931	\$	420	each
Caltrans Tensile Strength Ratio	CT371	\$	2,200	each
Caltrans Opt Bitumen Content OGFC	CT368	\$	2,035	each
Centrifuge Kerosene Equivalent	CT303	\$	360	each
Film Stripping	CT302	\$	180	each
<b>METAL TESTS</b>				
<b>BOLT TESTS</b>				
Bolt Assembly Suite (Bolt, Nut, Washer) *	F606	\$	285	each
Bolt Hardness	E18	\$	40	each
Bolt Proof Load	F606	\$	55	each
Bolt Wedge Tensile	F606	\$	55	each
Nut Hardness	E18	\$	40	each
Nut Proof Load	F606	\$	55	each
Washer Hardness	E18	\$	40	each
*An 'assembly' is one bolt, one nut and one washer. The suite consists of a bolt wedge tensile test, bolt and nut proof load tests, and hardness tests on all three pieces.				
<b>REINFORCING BAR TESTS</b>				
Bend	A370, E290	\$	55	each
Rebar Tensile, up to No. 11	A370, E8	\$	120	each
Rebar Tensile, No. 14 and No. 18	A370, E8	\$	250	each
Rebar Coupler Slip	A370, A1034, CT670	\$	190	each
Rebar Coupler Tensile, up to No. 11	A370, A1034, CT670	\$	120	each
Rebar Coupler Tensile, No. 14 and No. 18	A370, A1034, CT670	\$	250	each
CT670 Strain (Elongation)	CT670	\$	25	each
Headed Rebar Tensile, up to No. 11	A370, A970	\$	120	each
Headed Rebar Tensile, No. 14 and No. 18	A370, A970	\$	250	each
Modulus of Elasticity*	A370	\$	155	Each
Epoxy Coating Thickness	A775, A934	\$	125	each
Epoxy Coating Continuity - Holiday Test	A775, A934	\$	125	each
Epoxy Flexibility - Bending	A775, A934	\$	125	each
*In addition to the testing fee.				
<b>METAL TESTS</b>				
PT Strand Tensile	A370, A1061	\$	205	each
Anchor Bolt Tensile, up to 1.5" dia.	F1554	\$	190	each
Anchor Bolt Tensile, greater than 1.5" dia.	F1554	\$	310	each
Reduced Section Tensile*	A370	\$	155	each
Rockwell Hardness	E18	\$	40	each
Macroetch	E381	\$	310	each
Charpy Impact, Set of 3 **	A370, A673	\$	470	each
Galvanization Thickness	B499, E376	\$	30	each
Fireproofing Density	E605	\$	95	each
*Machining test specimens is not included. Additional fees for stress-strain diagram.				
**Machining test specimens is not included. Additional fees will be assessed for testing at temperatures other than 40°F.				

Common ASTM, AASHTO and DOT test methods.

- \* Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- \* Those beginning with T are AASHTO methods.

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of July 23, 2024

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

**SUBMITTED BY:** Mitchell Loving, Junior Engineer

**APPROVED BY:** Scott Buenting, Acting Public Works Director/City Engineer *CL For SB*

**SUBJECT:** Road Maintenance and Rehabilitation Account; P.W. 707

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution approving and adopting a list of projects for submittal to the California Transportation Commission for FY 2024/25 that are eligible for funding by SB 1: the Road Repair and Accountability Act of 2017.

**FISCAL IMPACT**

The City is expected to receive approximately \$2,989,896 in Road Maintenance and Rehabilitation Account ("RMRA") funds in FY 2024/25. Approval of the attached resolution is required to receive the RMRA funds.

**DISCUSSION**

On April 28, 2017, the Governor signed Senate Bill SB 1 (Beall, Chapter 5, Statutes of 2017), which is known as the Road Repair and Accountability Act of 2017. To address basic road maintenance, rehabilitation and critical safety needs on both the state highway and local streets and road system, SB 1: increases per gallon fuel excise taxes; increases diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years.

SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. Therefore, to be eligible for RMRA funding, the statute requires cities and counties to provide basic annual RMRA project reporting to the California Transportation Commission (the "Commission").



The City must submit a list of projects proposed to be funded with RMRA funds to the Commission prior to receiving an apportionment of funds in a fiscal year. The project list does not limit the flexibility of the City to fund projects in accordance with its local needs so long as the projects are consistent with RMRA priorities. All projects proposed to receive funding were included in the City's budget that was adopted by the City Council at a regular public meeting.

The City's list of projects proposed to be funded with RMRA funds and associated information is as follows:

1. The following proposed projects will be funded in-part or solely with FY 2024/25 Road Maintenance and Rehabilitation Account revenues:

- Pavement Plugs and Leveling Courses (P.W. 709-2)
  - Consisting of constructing asphalt concrete plugs and leveling courses in preparation for a full street width surface treatment application on the following streets:
    - Area 1P - Hillcrest Ave; E 13th St; Minaker Dr; Jacobsen St; Miller St; Giovanni St; Botelho St; Simmons St; Azevedo St; Marshall St; Lipton St; Sandy Way; Hargrove St; Sandy Ct; Hargrove Ct; Jasmine Ct; Veronica Ct; and Trembath Ln.
    - Area 2P – Ridgerock Dr; Del Favero Dr; Selena Ct; Shale Cir; Boulder Dr; Marble Dr; Pebble Dr; Rimrock; Flagstone Dr; Cobblestone Dr; Cinnabar; Agate Ct; Rockford Dr; Sandy Hill Ct; Redrock Dr; Ridgewood Ct; Greystone Dr; Greystone Ct; Falcon Ct; Condor Ct; Owl Ct; Eagleridge Dr; Eagleridge Ct; Eagle Ct; Alumrock Dr; Black Oak Way & Ct; Live Oak Ct; Barkwood Ct; Big Oak Ct; Spruce Way; Aspen Way; Sumac Way; and Buttonwood Way & Ct.
    - Area 3P - Country Hills Dr; Vista Grande Dr; Canada Hills Dr; Horseshoe Cir; Stallion Way; Wagon Ct; Mare Ct; Carriage Way; Woodbridge; Rodeo Cir; Bronco Ct; Rodeo Ct; Winterglen Way & Ct; Vinewood Way; Chism Way; Pineview Way; Brookcrest Way & Ct; Twincreek Ct; Brookfield Ct; Lefebvre Way; Cherrywood Way; Longdale Ct; Woodmont Way & Ct; Westwood Way; Catanzaro Way; Willowbrook Way; Woodside Way & Ct; Waterford Way; Timberbrook Way; and Opal Way.
    - Area 4P - Mesa Ridge Dr; Hill Ridge Way; Stonecrest Dr; Ranch Hollow Way; Ranch Point Way; Amberwood Ct; Rockwall Way; Green Hollow Way; Rockspring Way; Stonegate Way; Willow Haven Way; Halls Valley Rd;

Montgomery Hill Dr; Mt Hamilton; Mattole Rd; Rodgers Canyon Rd; Mt Isabel Rd; Shelter Cove Ct; Honeydew Ct; Cherry Pt Ct; White Rock Way; Stonewood Way; Pinehaven Way; Woodhaven Way; Eastview Way; Hallow Ridge Way & Ct; Spring Crest Ct; Packard Ridge Rd; Castle Canyon Ct; Lost Canyon Ct; and Mt. Day Ct.

- Estimated Project Schedule: Start October 2024 – Completion October 2025 based on the component being funded with RMRA funds.
- Estimated Project Useful Life: 20 Years
- Surface Treatments: Antioch Cape Seal Project (P.W. 328-13)
  - Consisting of placement of ½ inch PMAR Chip Seal with an application of Micro-Surfacing to residential streets on:
    - Area 1P - Hillcrest Ave; E 13th St; Minaker Dr; Jacobsen St; Miller St; Giovanni St; Botelho St; Simmons St; Azevedo St; Marshall St; Lipton St; Sandy Way; Hargrove St; Sandy Ct; Hargrove Ct; Jasmine Ct; Veronica Ct; and Trembath Ln.
    - Area 2P – Ridgerock Dr; Del Favero Dr; Selena Ct; Shale Cir; Boulder Dr; Marble Dr; Pebble Dr; Rimrock; Flagstone Dr; Cobblestone Dr; Cinnabar; Agate Ct; Rockford Dr; Sandy Hill Ct; Redrock Dr; Ridgewood Ct; Greystone Dr; Greystone Ct; Falcon Ct; Condor Ct; Owl Ct; Eagleridge Dr; Eagleridge Ct; Eagle Ct; Alumrock Dr; Black Oak Way & Ct; Live Oak Ct; Barkwood Ct; Big Oak Ct; Spruce Way; Aspen Way; Sumac Way; and Buttonwood Way & Ct.
  - Estimated Project Schedule: Start May 2025 – Completion September 2025 based on the component being funded with RMRA funds.
  - Estimated Project Useful Life: 20 Years
- 2. The following previously proposed and adopted projects may also utilize FY 2024-25 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City of Antioch is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:
  - L Street Improvements (PW 234-15)
    - Consisting of installation of sidewalks and bike lanes, roadway widening, installation of landscaped medians, and repair of the existing pavement on L Street from Highway 4 to the Antioch Marina

- Estimated Project Schedule: Start January 2023 – Completion October 2027 based on the component being funded with RMRA funds.
- Estimated Project Useful Life: 25 Years

**ATTACHMENTS**

A: Resolution



## ATTACHMENT "A"

### RESOLUTION NO. 2024/\*\*

#### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AND ADOPTING A LIST OF PROJECTS FOR SUBMITTAL TO THE CALIFORNIA TRANSPORTATION COMMISSION FOR FY 2024/25 TO BE FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide;

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Antioch ("City") are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year;

**WHEREAS**, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account ("RMRA"), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement;

**WHEREAS**, the City will receive an estimated \$2,989,896 in RMRA funding in FY 2024/25 from SB 1;

**WHEREAS**, this is the eighth year in which the City is receiving SB 1 funding, which will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repair and replacement of aging bridges, and provide increased access and mobility options for the traveling public that would not have otherwise been possible without SB 1;

**WHEREAS**, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list;

**WHEREAS**, the City used a pavement management system to develop the SB 1 project list to ensure that revenues are being used on the most high-priority and cost-effective projects that also align with the community's priorities for transportation investment;

**WHEREAS**, the funding from SB 1 will help the City maintain and rehabilitate many streets/roads throughout the City this year and three similar projects into the future;

A1



**RESOLUTION NO. 2024/\*\***

July 23, 2024

Page 2 of 4

**WHEREAS**, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "good" condition and this revenue will increase the overall quality of the City's road system and over the next decade will bring City streets and roads into "very good" condition; and

**WHEREAS**, the SB 1 project list and overall investment in City streets and roads infrastructure with a focus on basic maintenance and safety, and investment in complete streets infrastructure, will have significant positive co-benefits statewide.

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

1. The foregoing recitals are true and correct.
2. The following proposed projects will be funded in-part or solely with FY 2024/25 Road Maintenance and Rehabilitation Account revenues:
  - Pavement Plugs and Leveling Courses (P.W. 709-2)
    - Construction of asphalt concrete plugs and leveling courses in preparation for a full street width surface treatment application on the following streets:
      - Area 1P - Hillcrest Ave; E 13th St; Minaker Dr; Jacobsen St; Miller St; Giovanni St; Botelho St; Simmons St; Azevedo St; Marshall St; Lipton St; Sandy Way; Hargrove St; Sandy Ct; Hargrove Ct; Jasmine Ct; Veronica Ct; and Trembath Ln.
      - Area 2P – Ridgerock Dr; Del Favero Dr; Selena Ct; Shale Cir; Boulder Dr; Marble Dr; Pebble Dr; Rimrock; Flagstone Dr; Cobblestone Dr; Cinnabar; Agate Ct; Rockford Dr; Sandy Hill Ct; Redrock Dr; Ridgewood Ct; Greystone Dr; Greystone Ct; Falcon Ct; Condor Ct; Owl Ct; Eagleridge Dr; Eagleridge Ct; Eagle Ct; Alumrock Dr; Black Oak Way & Ct; Live Oak Ct; Barkwood Ct; Big Oak Ct; Spruce Way; Aspen Way; Sumac Way; and Buttonwood Way & Ct.
      - Area 3P - Country Hills Dr; Vista Grande Dr; Canada Hills Dr; Horseshoe Cir; Stallion Way; Wagon Ct; Mare Ct; Carriage Way; Woodbridge; Rodeo Cir; Bronco Ct; Rodeo Ct; Winterglen Way & Ct; Vinewood Way; Chism Way; Pineview Way; Brookcrest Way & Ct; Twincreek Ct; Brookfield Ct; Lefebvre Way; Cherrywood Way; Longdale Ct; Woodmont Way & Ct; Westwood Way; Catanzaro Way; Willowbrook

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**RESOLUTION NO. 2024/\*\***

July 23, 2024

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Way; Woodside Way & Ct; Waterford Way; Timberbrook Way; and Opal Way.

- Area 4P - Mesa Ridge Dr; Hill Ridge Way; Stonecrest Dr; Ranch Hollow Way; Ranch Point Way; Amberwood Ct; Rockwall Way; Green Hollow Way; Rockspring Way; Stonegate Way; Willow Haven Way; Halls Valley Rd; Montgomery Hill Dr; Mt Hamilton; Mattole Rd; Rodgers Canyon Rd; Mt Isabel Rd; Shelter Cove Ct; Honeydew Ct; Cherry Pt Ct; White Rock Way; Stonewood Way; Pinehaven Way; Woodhaven Way; Eastview Way; Hallow Ridge Way & Ct; Spring Crest Ct; Packard Ridge Rd; Castle Canyon Ct; Lost Canyon Ct; and Mt. Day Ct.
- Estimated Project Schedule: Start October 2024 – Completion October 2025 based on the component being funded with RMRA funds.
- Estimated Project Useful Life: 20 Years
- Surface Treatments: Antioch Cape Seal Project (P.W. 328-13)
  - Consisting of placement of ½ inch PMAR Chip Seal with an application of Micro-Surfacing to residential streets on:
    - Area 1P - Hillcrest Ave; E 13th St; Minaker Dr; Jacobsen St; Miller St; Giovanni St; Botelho St; Simmons St; Azevedo St; Marshall St; Lipton St; Sandy Way; Hargrove St; Sandy Ct; Hargrove Ct; Jasmine Ct; Veronica Ct; and Trembath Ln.
    - Area 2P – Ridgerock Dr; Del Favero Dr; Selena Ct; Shale Cir; Boulder Dr; Marble Dr; Pebble Dr; Rimrock; Flagstone Dr; Cobblestone Dr; Cinnabar; Agate Ct; Rockford Dr; Sandy Hill Ct; Redrock Dr; Ridgewood Ct; Greystone Dr; Greystone Ct; Falcon Ct; Condor Ct; Owl Ct; Eagleridge Dr; Eagleridge Ct; Eagle Ct; Alumrock Dr; Black Oak Way & Ct; Live Oak Ct; Barkwood Ct; Big Oak Ct; Spruce Way; Aspen Way; Sumac Way; and Buttonwood Way & Ct.
  - Estimated Project Schedule: Start May 2025 – Completion September 2025 based on the component being funded with RMRA funds.
  - Estimated Project Useful Life: 20 Years

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**RESOLUTION NO. 2024/\*\***

July 23, 2024

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3. The following previously proposed and adopted projects may also utilize FY 2024-25 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City of Antioch is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:
  - L Street Improvements (PW 234-15)
    - Installation of sidewalks and bike lanes, roadway widening, installation of landscaped medians, and repair of the existing pavement on L Street from Highway 4 to the Antioch Marina
    - Estimated Project Schedule: Start January 2023 – Completion October 2027 based on the component being funded with RMRA funds.
    - Estimated Project Useful Life: 25 Years

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was adopted by the City Council of the City of Antioch at a regular meeting thereof; held on the 23rd day of July, 2024 by, the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

AY





## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of July 23, 2024

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

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

**SUBJECT:** Part Time Office Assistant

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution approving the allocation of \$26,290 in fiscal year 2024-25 to continue part-time office assistance to provide additional administrative support to the City Attorney's Office.

### **FISCAL IMPACT**

The fiscal impact for the 2024-2025 fiscal year to allocate one part-time Office Assistant in the City Attorney's Office is \$21,000-\$25,000, which is the salary range for that position. \$26,290 is the amount including associated benefits required to be paid by the City.

### **DISCUSSION**

The City Attorney's Office has been a participant in the Springboard Internship program since the Summer of 2021. During the 2023-2024 fiscal year, one of the office's former Springboard Summer Interns was able to work part-time in the City Attorney's Office to provide administrative support while going to school. To continue receiving this support, the City Attorney's Office is requesting budget allocation for part-time administrative assistance.

The workload in the City Attorney's Office has increased dramatically in recent years. In March and April of 2024, the City hired two new Assistant City Attorneys, which brought more of the City's legal work in-house. While these attorneys have been very helpful, the increase in in-house legal work requires additional administrative support.

During the 2023-2024 fiscal year our part-time (prior Springboard Intern) office assistant provided support with the following:

- Support for the City's rent program;
- Onboarding and task allocation for the Springboard Internship program;
- Assist with managing case files and legal documents;
- Handling public inquiries and directing them to appropriate personnel;
- Maintaining office supplies and organizing office space;
- Providing additional support as needed.



Part-time, hourly employees provide a benefit for the City because these positions can work for a longer duration and perform the necessary work that offer continuity in the quality of City services. These positions also offer meaningful work experience, preparing them for full-time, permanent roles.

## **ATTACHMENTS**

A. Resolution

**RESOLUTION NO. 2024/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING ALLOCATION OF ONE PART-TIME OFFICE ASSISTANT POSITION  
TO PROVIDE ADMINISTRATIVE SUPPORT TO CITY ATTORNEY'S OFFICE AND  
AUTHORIZING THE NECESSARY FISCAL YEAR 2024-25 BUDGET ADJUSTMENT**

**WHEREAS**, the City Attorney's Office utilized part-time administrative help in fiscal year 2023-24 to provide administrative support and desires to maintain part-time administrative support in fiscal year 2024-25;

**WHEREAS**, the part-time Office Assistant position will be compensated according to the existing hourly (part-time) salary schedule and supervised by the City Attorney's Office; and

**WHEREAS**, the the City's Attorney's General Fund fiscal year 2024-25 budget does not currently include an allocation for part-time help and an adjustment to the budget is necessary;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Antioch as follows:

**Section 1.** One part-time Office Assistant position is hereby approved to provide administrative support to City Attorney's Office.

**Section 2.** The Acting City Manager or designee is authorized to amend the Fiscal Year 2024-25-2025 City Attorney's General Fund budget in the amount of \$26,290 for part-time help.

\* \* \* \* \*

**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 23rd day of July, 2024, 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:** Regular Meeting of July 23, 2024

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

**SUBMITTED BY:** Monserrat Cabral, Youth Services Network Manager

**APPROVED BY:** Tasha Johnson, Public Safety and Community Resources  
Department 

**SUBJECT:** Mayor's Apprenticeship Program (MAP) - Selection of Rubicon Programs as the third-party provider for professional services for the MAP and Authorization to Enter into an Agreement for up to \$340,000

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Selecting Rubicon Programs as the third-party provider for professional services for the Mayor's Apprenticeship Program
2. Authorizing the Acting City Manager or designee to execute an agreement with Rubicon Programs to provide professional services to the Mayor's Apprenticeship Program from September 1, 2024, through December 31, 2025, for an amount not to exceed \$340,000; and
3. Re-appropriating the fiscal year 2023/24 budgeted funds for the MAP program to the fiscal year 2024/25.

**FISCAL IMPACT**

This agreement will not exceed \$340,000; utilizing \$217,590 from the American Rescue Plan Act (ARPA). This allocation was authorized by City Council Resolution No. 2022/60 on April 12, 2022. The funding will support essential projects aimed at community recovery and resilience in response to the ongoing effects of the COVID-19 pandemic. The amount of \$122,410 will be coming from the #CaliforniansForAll Youth Job Corps program (Attachment D).

**BACKGROUND**

Economically vulnerable populations in the City of Antioch are struggling to meet basic needs such as housing, food security, and access to healthcare. Consequently, these challenges contribute to increased violence within these communities. The youth and young adults in the Sycamore area are particularly affected by a lack of skills and employment opportunities, facing numerous barriers that hinder their ability to succeed.

**K**

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Agenda Item #

As the City of Antioch aims to realize that opportunity truly lives here for our young people, it is crucial to address these challenges through comprehensive workforce development programs that prepare a future local workforce.

### **DISCUSSION**

The Mayor's Apprenticeship Program (MAP) began as a pilot initiative in November 2022 and has completed its first two cohorts. This paid program recruited young adults, ages 18-26 and employed 20 underemployed, underserved, and underestimated participants who faced multiple barriers, including justice involvement, homelessness, and the foster care system. Participants underwent 60 hours of workforce development training before placement. They continued to receive ongoing professional development through workshops and experiential learning throughout their part-time employment. Participants were placed in the Public Works Department of the City of Antioch to practice, learn, and hone skills that would equip them for future employment. Support staff assists individuals in navigating challenges they may face throughout their employment.

To continue the MAP, the City of Antioch published an RFQ-06012024 on June 3, 2024. While we received several inquiries, only three organizations applied: Cory Elliot and Associates, Chasis Everything, and Rubicon Programs. Rubicon Programs, with a principal place of business in Richmond, California, and a local office in Antioch, California, was determined to be the most qualified and responsive provider based on their evidence-based programs, practices, and proven effectiveness.

#### **MAP Goals:**

- Develop a learning culture that encourages and supports training, continuing education, and professional development.
- Strengthen the orientation of young adults to career pathways.
- Generate marketable skills for the workforce.
- Provide an opportunity for participants to become active community members and achieve economic self-sufficiency.

#### **Rubicon Programs will:**

- Provide sixty hours of intensive workforce development training that addresses hard, soft, and life skills, offering multiple training sessions if necessary to maintain a minimum of 20 participants with the capacity to backfill open slots.
- Develop and support a training plan that ensures all MAP participants receive sufficient baseline and ongoing training in key skill areas related to their staff function.
- Provide regular trauma-informed supervision, debriefing, and support for all MAP participants, up to four hours a month.
- Propose an approach for tracking and measuring medical, behavioral health, and other essential life needs such as shelter, food, and clothing.
- Provide a wellness and impact coach to meet with MAP participants bi-monthly.
- Identify and provide information and referrals for community resources for MAP participants.
- Develop collaborative and mentoring relationships, including training the City of Antioch Public Works designated site supervisors.



- Coordinate and facilitate the distribution of initial 60 hours of training stipends for MAP participants.
- Provide monthly attendance and work performance reports to the City of Antioch and other stakeholders, tracking progress and allowing for continuous improvement in participant experience and mentorship.

Rubicon Programs' evidence-based approach and proven success make them the optimal provider for the Mayor's Apprenticeship Program (MAP), ensuring Antioch's young adults' continued development and success.

#### **ATTACHMENTS**

- A. Resolution
- B. RFQ-06012024
- C. Professional Services Agreement
  - a. Approved Rubicon Budget and Narrative
- D. Resolution No. 2024/75 adopted by City Council on May 28, 2024

**RESOLUTION NO. 2024/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING THE ACTING CITY MANAGER OR DESIGNEE TO EXECUTE AN AGREEMENT WITH RUBICON PROGRAMS TO PROVIDE PROFESSIONAL SERVICES FOR THE MAYOR'S APPRENTICESHIP PROGRAM FROM SEPTEMBER 1, 2024, THROUGH DECEMBER 31, 2025, FOR AN AMOUNT NOT TO EXCEED \$340,000 AND REAPPROPRIATING FISCAL YEAR 2023/24 BUDGETED FUNDS TO 2024/25 FOR THE PROGRAM**

**WHEREAS**, the youth and young adults in the City of Antioch, particularly in the Sycamore area, are significantly impacted by a lack of skills and employment opportunities, limiting their potential for economic self-sufficiency and community engagement;

**WHEREAS**, the availability of a comprehensive workforce development program is essential to address these challenges, equipping young residents with the necessary skills and opportunities to contribute to and thrive in the local workforce;

**WHEREAS**, the Mayor's Apprenticeship Program ("MAP") is a paid workforce development initiative in the City of Antioch for young adults ages 18-26, designed to employ underserved and underestimated participants, providing them with critical job training and employment opportunities funded with American Rescue Plan Act (ARPA) funds;

**WHEREAS**, on June 3, 2024, the City of Antioch issued RFQ-06012024 to solicit professional services for the MAP, aimed at identifying a qualified provider to implement and manage the program effectively;

**WHEREAS**, RFQ-0601204 closed on July 1, 2024, resulting in three proposals from Cory Elliot & Associates, Chasis Everything, and Rubicon Programs, each offering different approaches to delivering the program's services;

**WHEREAS**, after a thorough and comprehensive review and evaluation, City staff determined that Rubicon Programs is the most qualified and suitable provider, based on their evidence-based practices, proven track record, and comprehensive proposal, and have recommended their selection to the City Council for consideration;

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

1. Selects Rubicon Programs as the provider of professional services for the MAP, ensuring continued support and development for the youth and young adults in our community;

**RESOLUTION NO. 2024/\*\***

July 23, 2024

Page 2

2. Authorizes the Acting City Manager or designee to execute an agreement with Rubicon Programs for up to \$340,000, in a form approved by the City Attorney, to provide workforce development training and ongoing support and professional development for MAP participants; and
3. Re-appropriates the remaining fiscal year 2023/24 ARPA fund budget for the program to fiscal year 2024/25.

\* \* \* \* \*

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 23<sup>rd</sup> day of July 2024 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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



**REQUEST FOR QUALIFICATIONS  
Mayor's Apprenticeship Program (MAP)  
RFQ-06012024**

Response Due Date:  
Monday, July 1, 2024 at 4 PM

Department of Public Safety and Community Resources  
4703 Lone Tree Way  
Antioch, CA 94531  
(925) 779-7079



## **INTRODUCTION**

The City of Antioch is seeking a provider to deliver wrap-around services and support for its comprehensive workforce development program, which targets young adults affected by various social determinants that negatively impact their quality of life. Under the leadership of Mayor Lamar A. Hernandez-Thorpe and the Antioch City Council, the Public Safety and Community Resources Department aims to expand the Mayor's Apprenticeship Program (MAP). This initiative emphasizes innovation, best practices, workforce and life skills, economic prosperity, and individual success.

MAP is a paid program for adults aged 18-26. The selected participants, who may face multiple barriers, such as being justice-involved, unhoused, or former foster youth, will receive 60 hours of paid workforce development training before placement. During their part-time employment, the provider will offer weekly professional development through traditional workshops and experiential learning. Upon completing the onboarding training, participants will be placed in the City of Antioch's Public Works department and other public agencies to practice and hone skills essential for future employment. Support staff will assist participants in navigating various challenges throughout their employment.

The City of Antioch seeks proposals from qualified organizations that prepare young adults for employment, helping workers advance in their careers and ensure a skilled workforce. A successful organization must also provide reliable data collection and consistent reporting, which are necessary to use public funds. Tasks under the contract may cover a range of service deliverables. The contracted organization will fully engage with the program's principles and collaborate closely with participants and the City.

The deadline for submission of qualifications for this work is 4 PM, Monday, July 1, 2024.

This contract is intended to be awarded pursuant to this RFP may be funded, in whole or in part, with American Rescue Plan Act (ARPA) funding. In submitting a proposal, respondents shall comply with all federal requirements outlined in this RFP, including but not limited to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

The successful contractor must comply with all federal funding requirements outlined in Exhibit C to the City's sample agreement, attached to this RFP as Attachment B. This includes compliance with all applicable ARPA guidelines, federal statutes, regulations, executive orders, and Office of Management and Budget (OMB) guidance. Contractors are also required to adhere to all reporting, audit, and compliance requirements as stipulated by the ARPA funding provisions.

## **REQUIRED SERVICES**

The selected contractor shall be required to:

- Assist with comprehensive attraction, selection, and retention selection of qualified MAP applicants, including application review and interview participation.
- Provide sixty hours of intensive work workforce development training that includes topics addressing hard, soft, and life skills. Must offer multiple training sessions, if necessary, to maintain a minimum number of 20 participants throughout the program with the capacity to backfill open slots.
- Develop and support a training plan that ensures all MAP participants receive sufficient baseline and ongoing training in key skill areas related to their staff function.
- Provide regular trauma-informed supervision, debriefing, and support for all MAP participants of up

to four hours a month.

- Propose an approach for tracking and measuring medical, behavioral health, and other basic life needs such as shelter, food, and clothing.
- Provide a wellness and impact coach who will meet with MAP participants bi-monthly at least.
- Identify and provide information and referrals for community resources as needed for the MAP participant.
- Develop collaborative and mentoring relationships, including the training of the City of Antioch Public Works designated site supervisors.
- Coordinate and facilitate the distribution of initial 60 hours of training stipends for the MAP participants.
- Provide monthly attendance and work performance reports to the City of Antioch and other stakeholders, tracking progress and allowing for continuous improvement in areas of the participant experience and mentorship.
- Participate in regularly scheduled MAP coordination meetings to ensure communication across stakeholder groups, review data, and address unforeseen issues promptly.
- Participate in community and stakeholder meetings as the City of Antioch requested.
- Design MAP evaluation measuring desired outcomes.

The successful respondent will negotiate additional work items to be included under the contract anticipated to be awarded pursuant to this RFP. The work shall comply with all current local ordinances and federal and State laws.

#### **MINIMUM QUALIFICATIONS**

1. Experience working with networks of youth service providers, specializing in record expungement, trauma-informed care, and case management at the local County and/or state level.
2. Direct program service experience with individuals or groups needing employment preparation and placement, industry-specific training, subsidized work experience, returning citizens or ex-offenders, low-skilled/low-income communities, English language learners, and community re-entry centers.
3. Evidence of service benefitting organizational commitment to populations impacted by crime, homelessness, or criminal records, limited English proficiency.
4. Successful experience conducting community outreach and engagement activities for new program startup.
5. Demonstrated effectiveness using data collection and evaluation tools to benefit youth.
6. Working knowledge assessment tools and methods.

#### **SUBMITTAL REQUIREMENTS**

Please include the following information in the proposal submittal:

- **Introduction and Description** – Provide a program description conveying an understanding of the issues and how the organization meets the minimum qualifications. Include a summary of the proposed approach, including how this program aligns with your organization’s values and capacity.
- **Staffing Model for Program Management and Other Support Personnel**—Provide an organizational chart with identified positions. Detail key individuals to be assigned to the program, their qualifications, and respective roles. If subcontractors are used in addition to a lead organization, the subcontracted positions and duties shall be clearly identified, and the resumes of proposed staff shall be provided.

- **Related Experience and References**—Provide scope of work performed and contact information. Emphasize projects and services delivered to cities and communities.
- **Availability**—Identify the time window indicating availability to start the program. The selected organization will be required to enter a written contract with the City of Antioch in a form approved by the City Attorney. Work is expected to commence upon award of the contract.
- **City's Services Contract** – Identify any sections of the City's sample agreement (Attachment B) that pose significant concerns and would require negotiation/modification to be acceptable.
- **Estimated Budget**—Provide an estimated budget for proposed services. The budget will be reviewed to determine whether the proposed fees and costs are fair and reasonable.
- **Non-Debarment Certification (Attachment C)**- Provide the executed non-debarment certification in the form attached to this RFP.

**CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)**

Respondents will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

Affirmative steps shall include:

1. Placing qualified small and minority businesses and women's enterprises on solicitation lists.
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business and women's business enterprises; and
5. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Evidence of compliance with the affirmative steps shall be provided when the City requests.

**PROPOSAL DUE DATE AND SUBMISSION INSTRUCTIONS**

All correspondence shall be transmitted electronically to Monserrat Cabral, Youth Services Network Manager, at [mcabral@antiochca.gov](mailto:mcabral@antiochca.gov). The letter of interest and proposal shall be submitted as an Adobe Acrobat PDF file. The maximum number of attached pages shall not exceed **8 pages**. When emailing, please identify "Mayor's Apprenticeship Program (MAP) RFP" in the subject line.

Respondents are solely responsible for any costs and expenses arising from or related to their participation in this RFP process.

**QUESTIONS**

Questions can be submitted in writing to Monserrat Cabral, Youth Services Network Manager, at [mcabral@antiochca.gov](mailto:mcabral@antiochca.gov) no later than June 15, 2024. Responses will be posted on the city website by June

22, 2024.

### **EVALUATION OF PROPOSALS**

Written proposals will be reviewed and ranked based on the evaluation criteria referenced in Attachment A. The City reserves the right to interview all organizations or only those that are top-ranked and shortlisted. Scores associated with written proposals and interviews will be equally weighted and evaluated on identical bases.

In its sole discretion, the City may negotiate with respondents and request the best and final offers.

### **BASIS OF AWARD**

The City intends to award a contract to the responsive and responsible respondent whose proposal is the best overall value to the City based on the evaluation criteria outlined herein. After a respondent is selected, the award of a contract (agreement) is contingent upon the successful negotiation of terms, acceptability of fees, and formal approval by the City Council.

### **SCHEDULE OF EVENTS**

Bidders' Questions	June 15, 2024 at 4 PM
Response to Bidders' Questions	June 22, 2024 at 5 PM
Proposal, Rate Schedule & Budget Deadline	July 1, 2024 at 4 PM in electronic form
*Interviews	July 25, 2024
Contract Award	**September 1, 2024

\* The City may, at its discretion, request interviews from one or more respondents. No respondent shall be entitled to or otherwise guaranteed an interview with the City.

\*\*tentative

### **CITY RIGHTS**

The City may investigate the qualifications of any respondent under consideration, require confirmation of information furnished by a respondent, and require additional evidence of qualifications to perform the Scope of Work described in this RFP. The City reserves the right to:

- 1) Accept or reject any and all proposals, or any item or part thereof, or waive any informalities or irregularities in proposals or this RFP process;
- 2) For any reason, withdraw, amend, or cancel this RFP, or any part hereof at any time without prior notice, and the City makes no representations that any contract will be awarded pursuant to this RFP;
- 3) Postpone opening of proposals for its own convenience;
- 4) Release the proposals received as public information upon request after award (submitted proposals are not to be copyrighted);
- 5) Appoint an evaluation committee to review proposals;
- 6) Approve or disapprove the use of particular subcontractors;
- 7) Establish a short list of respondents eligible for interview after review of written proposals;
- 8) Negotiate with any, all, or none of the respondents.



**ATTACHMENTS**

A: Evaluation Criteria

B: City of Antioch Sample Agreement

C: Non-Debarment and Suspension Certificate

ATTACHMENT A EVALUATION CRITERIA



Evaluation Worksheet

	WRITTEN MATERIALS Max. Points
Knowledge of target population/program cohort	/ 10
Identification of effective training/coaching methods and life/work problem-solving skills	/ 10
Results achieved in prior work with the target population	/ 10
Quality of hard and soft skills curriculum	/ 20
Readiness and availability	/ 10
<b>TOTAL</b>	<b>/ 60</b>

Comments / Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ATTACHMENT B SAMPLE AGREEMENT

### CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND \_\_\_\_\_ FOR

#### CONSULTING SERVICES

THIS AGREEMENT ("**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 ("**Effective Date**") by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 ("**City**") and \_\_\_\_\_ with its principle place of business at \_\_\_\_\_ ("**Consultant**"). City and Consultant individually are sometimes referred to herein as "**Party**" and collectively as "**Parties**."

**SECTION 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to provide to City the services described in the Scope of Work attached as Exhibit A attached hereto and incorporated herein at the time and place and in the manner specified therein ("**Services**"). In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

**1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on \_\_\_\_\_, the date of completion specified in Exhibit A, and Consultant shall complete the Services described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect the City's right to terminate the Agreement, under 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 exceed \_\_\_\_\_, notwithstanding any contrary indications that may be contained in Consultant's proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for Services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

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

**2.2 Payment Schedule.**

**2.2.1** City shall make incremental payments, based on invoices received, [according to the payment schedule attached as Exhibit B and incorporated herein], for Services satisfactorily performed, in accordance with the requirements of this Agreement, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.

**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, unless expressly provided for in Section 2.5.

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

**2.4 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule in Exhibit B.

**2.5 Reimbursable Expenses.** Reimbursable expenses are specified below, and shall not exceed \_\_\_\_\_ (\$ \_\_\_\_\_). Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

Reimbursable Expenses are:

\_\_\_\_\_



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

**2.7 Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until Consultant receives authorization to proceed 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 AM Best 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 **\$2,000,000** 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 Consultant 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 Consultant 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 Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

**4.5 Other Insurance Provisions.** Unless otherwise specified below, all 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 insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. CGL coverage can be provided in the form of an endorsement to the Consultant'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). This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

**4.5.2 *Primary Coverage.*** For any claims related to this contract, the Consultant'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 Consultant's insurance and shall not contribute with it. This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

**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.*** Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant 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. This requirement shall only apply to the CGL, Automobile Liability and Workers' Compensation/Employer's Liability Insurance policies specified above.

**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 Consultant 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 Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**4.6 Certificate of Insurance and Endorsements.** Consultant 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

Consultant'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.** Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

**4.8 Higher Limits.** If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. 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 to Consultant 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** To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to City), 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 acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

**5.1.1** 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.

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

**6.2 Consultant Not 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 Services.

**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 Section in any subcontract approved by the Contract Administrator or this Agreement.



**7.6 California Labor Code Requirements.** Consultant 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, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant 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 Consultant and all subconsultants 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.

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 Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the full term of this Agreement and require the same of any subconsultants, 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.

This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant 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 Consultant or any subcontractor.

## **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 only for cause upon thirty (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 satisfactorily 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 the term of this Agreement beyond that provided for in Section 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

**8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the Parties.

**8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

**8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

**8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

**8.6.1** Immediately terminate the Agreement;

**8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or

**8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

## **SECTION 9. KEEPING AND STATUS OF RECORDS.**

**9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, drawings, 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 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..

**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 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 Section 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 Section 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 Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.

**10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**10.9 Contract Administration.** This Agreement shall be administered by \_\_\_\_\_ ("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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any written notice to City shall be sent to:

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

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

**10.11 Integration.** This Agreement, including all exhibits and other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

**CITY:**

CITY OF ANTIOCH

\_\_\_\_\_  
Kwame P. Reed, Acting City Manager

Attest:

\_\_\_\_\_

**CONSULTANT:**

[NAME OF CONSULTANT]

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

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

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

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



Elizabeth Householder, City Clerk

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

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

Approved as to Form:

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

*[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]*

**ATTACHMENT C**  
**NON-DEBARMENT CERTIFICATE**

The undersigned hereby certifies that it and its principals (as defined in 2 C.F.R. §180.995 and supplemented by 2 C.F.R. §1532.995):

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(b) Have not within a three (3) year period preceding the date of this procurement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three (3) year period preceding this procurement had one or more public transactions (federal, state or local) terminated for cause or default.

Name of Respondent: \_\_\_\_\_

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

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

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

EXHIBIT A  
SCOPE OF WORK

[to be inserted]

EXHIBIT B  
PAYMENT SCHEDULE

[to be inserted]



EXHIBIT C  
FEDERAL PROVISIONS

1. **REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)**

(a) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. The Agreement include remedies for breach and termination for cause and convenience.

(b) Appendix II to Part 200 (C) – Equal Employment Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(c) Appendix II to Part 200 (D) – Davis-Bacon Act: Not applicable to this Agreement since it is funded by the CLFRF.

(d) Appendix II to Part 200 (D) – Copeland "Antti-Kickback" Act: Not applicable to this Agreement since it is funded by the CLFRF.

(e) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act: [Not applicable.]

(f) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

(i) If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal awarding agency.

(ii) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(g) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this Agreement is in excess of \$150,000, Contractor shall comply with all applicable standards, orders, or requirements

issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

(i) Pursuant to the Clean Air Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

(ii) Pursuant to the Federal Water Pollution Control Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

(h) **Appendix II to Part 200 (H) – Debarment and Suspension:** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(i) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(ii) Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(iv) Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Contractor also agrees to verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Contractor further agrees to notify the City in writing immediately if Contractor or its subcontractors are not in compliance during the term of this Agreement.

(i) **Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act:** If this Agreement is in excess of \$100,000, Contractor shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the Agreement term funding exceeds \$100,000.00, Contractor shall file with the City the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.” Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award

covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(j) Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

(i) Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

(ii) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price.

(iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iv) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

(k) Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

(i) Contractor shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Agreement. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(ii) See Public Law 115-232, section 889 for additional information.

(l) Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

(i) Contractor shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts

(ii) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**2. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)**

(a) Contractor shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

(b) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

(v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Contractor shall submit evidence of compliance with the foregoing affirmative steps when requested by the City.



**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF ANTIOCH AND  
RUBICON PROGRAMS**

THIS AGREEMENT ("**Agreement**") is made and entered into this 1<sup>st</sup> day of September 2024 ("**Effective Date**") by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 ("**City**") and Rubicon Programs with its principle place of business at 2500 Bissell Avenue Richmond, CA 94804. City and Consultant individually are sometimes referred to herein as "**Party**" and collectively as "**Parties**."

**SECTION 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to provide to City the services described in the Scope of Work attached as Exhibit A attached hereto and incorporated herein at the time and place and in the manner specified therein ("**Services**"). In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

**1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2023, the date of completion specified in Exhibit A, and Consultant shall complete the Services described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect the City's right to terminate the Agreement, under Section

**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 exceed \$177,909 notwithstanding any contrary indications that may be contained in Consultant's proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from

City to Consultant for Services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the Services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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

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

**2.2 Payment Schedule.**

**2.2.1** City shall make incremental payments, based on invoices received, [according to the payment schedule attached as Exhibit B and incorporated herein], for Services satisfactorily performed, in accordance with the requirements of this Agreement, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.

**2.2.2** City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City a final invoice, if all services required have been satisfactorily performed.]

**2.3 Total Payment.** City shall pay for the Services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering Services pursuant to this Agreement, unless expressly provided for in Section 2.5.

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

**2.4 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule in Exhibit B.

**2.5 Reimbursable Expenses.** Reimbursable expenses are specified below, and shall not exceed two hundred and seventeen five hundred and ninety dollars (\$217,590). Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

Reimbursable Expenses are:  
Participant Support and Staff Travel

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

**2.7 Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until Consultant receives authorization to proceed 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 AM Best 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 **\$2,000,000** 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 Consultant 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 Consultant 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 Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

**4.5 Other Insurance Provisions.** Unless otherwise specified below, all 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 insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. CGL coverage can be provided in the form of an endorsement to the Consultant'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). This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

**4.5.2 Primary Coverage.** For any claims related to this contract, the Consultant'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 Consultant's insurance and shall not contribute with it. This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

**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.** Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant 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. This requirement shall only apply to the

CGL, Automobile Liability and Workers' Compensation/Employer's Liability Insurance policies specified above.

**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 Consultant 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 Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**4.6 Certificate of Insurance and Endorsements.** Consultant 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 Consultant'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.** Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

**4.8 Higher Limits.** If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. 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 to Consultant 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** To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to City), 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 acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

**5.1.1** 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.

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

**6.2 Consultant Not 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 Services.

**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 Section in any subcontract approved by the Contract Administrator or this Agreement.

**7.6 California Labor Code Requirements.** Consultant 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, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant 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 Consultant and all subconsultants 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.

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 Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the full term of this Agreement and require the same of any subconsultants, 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.

This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant 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 Consultant or any subcontractor.

## **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 only for cause upon thirty (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 satisfactorily 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 the term of this Agreement beyond that provided for in Section 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

**8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the Parties.

**8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

**8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

**8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

**8.6.1** Immediately terminate the Agreement;

**8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or

**8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

## **SECTION 9. KEEPING AND STATUS OF RECORDS.**

**9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, drawings, 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 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..

**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 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 Section 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 Section 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 Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.

**10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**10.9 Contract Administration.** This Agreement shall be administered by Montserrat Cabral ("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:

"DC" Carole Dorham-Kelly, Ph.D/Rubicon Programs  
418 West 4<sup>th</sup> Street  
Antioch, Ca 94509

Any written notice to City shall be sent to:

Montserrat Cabral/Public Safety & Community Resources  
City of Antioch  
P. O. Box 5007  
Antioch, CA 94531-5007

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

**10.11 Integration.** This Agreement, including all exhibits and other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

**CITY:**

CITY OF ANTIOCH

\_\_\_\_\_  
Kwame P. Reed, Acting City Manager

Attest:

\_\_\_\_\_  
Elizabeth Householder, MPP

Approved as to Form:

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

**CONSULTANT:**

"DC" Carole Dorham-Kelly, Ph.D

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

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

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

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]*

EXHIBIT A  
SCOPE OF WORK

EXHIBIT B  
PAYMENT SCHEDULE

EXHIBIT C  
FEDERAL PROVISIONS

1. **REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)**

(a) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. The Agreement include remedies for breach and termination for cause and convenience.

(b) Appendix II to Part 200 (C) – Equal Employment Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(c) Appendix II to Part 200 (D) – Davis-Bacon Act: Not applicable to this Agreement since it is funded by the CLFRF.

(d) Appendix II to Part 200 (D) – Copeland "Anti-Kickback" Act: Not applicable to this Agreement since it is funded by the CLFRF.

(e) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act: [Not applicable.]

(f) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

(i) If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal awarding agency.

(ii) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(g) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this Agreement is in excess of \$150,000, Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).



(i) Pursuant to the Clean Air Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

(ii) Pursuant to the Federal Water Pollution Control Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

(h) Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(i) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(ii) Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(iv) Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Contractor also agrees to verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Contractor further agrees to notify the City in writing immediately if Contractor or its subcontractors are not in compliance during the term of this Agreement.

(i) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this Agreement is in excess of \$100,000, Contractor shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the Agreement term funding exceeds \$100,000.00, Contractor shall file with the City the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying." Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(j) Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

(i) Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

(ii) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price.

(iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iv) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

(k) Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

(i) Contractor shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Agreement. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(ii) See Public Law 115-232, section 889 for additional information.

(l) Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

(i) Contractor shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts

(ii) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**2. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)**

(a) Contractor shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

(b) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

(v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Contractor shall submit evidence of compliance with the foregoing affirmative steps when requested by the City.

**MAP Budget  
FY25 (18-months)**

<b>A. PERSONNEL COSTS</b>	<b>FTE %</b>	<b>Salary</b>	<b>12 months</b>	<b>6 months</b>	<b>Total</b>
Lead Impact Coach/Coordinator	100%	\$ 70,000	\$ 70,000	\$ 35,000	\$ 105,000
Site Manager-Antioch		\$ 86,160	\$ -	\$ -	\$ -
President & CEO	0%	\$ 225,000	\$ -	\$ -	\$ -
Subtotal Personnel			\$ 70,000	\$ 35,000	\$ 105,000
Fringe Benefits and Rate @ 28%			\$ 19,600	\$ 9,800	\$ 29,400
<b>Total Personnel Costs</b>			<b>\$ 89,600</b>	<b>\$ 44,800</b>	<b>\$ 134,400</b>
<b>B. Program Operations</b>					
3 weeks Pre-placement training	5 hrs/day x \$21/hr x 15 days - 24 participants (cohort 3 & 4)		\$ 37,800		\$ 37,800
Stipends and Incentives for Engagement (living expenses while completing paid training)	\$75/week x 24 weeks x 24 participants		\$ -		\$ -
Participant Support (transport, work supplies/clothes, "personal emergency", childcare gaps)	\$1,500 per participant x 24 x .75 utilization				
Occupancy	\$300 per month (share of rent, utilities, maintenance)		\$ -	\$ -	\$ -
Program Supplies	Daily Workshop Food x 3 weeks (15 days x \$250/day) Monthly Group Activity \$250/18 months + \$4500 (3000/1500) Office Supplies = \$1000		\$ 6,450	\$ 1,800	\$ 8,250
Staff Travel/Mileage	.67/mile ~200 miles/month		\$ 1,608	\$ 804	\$ 1,809
<b>Total Program Operations</b>			<b>\$ 45,858</b>	<b>\$ 2,604</b>	<b>\$ 47,859</b>
<b>Total Direct Costs</b>			<b>\$ 135,458</b>	<b>\$ 47,404</b>	<b>\$ 182,259</b>
<b>D. INDIRECT COSTS</b>					
19.32%			\$ 26,172	\$ 9,159	\$ 35,331
<b>TOTAL BUDGET AMOUNT</b>			<b>\$ 161,630</b>	<b>\$ 56,563</b>	<b>\$ 217,590</b>

**RESOLUTION NO. 2024/75**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
ACCEPTING THE FUNDING AWARD FROM  
#CALIFORNIANSFORALL YOUTH JOB CORPS**

**WHEREAS**, the City of Antioch recognizes the importance of youth engagement and empowerment in addressing community needs and fostering civic participation;

**WHEREAS**, the #CaliforniansForAll Youth Job Corps, administered by CaliforniaVolunteers, Office of Governor, aims to mobilize young people across the state to participate in service and volunteer opportunities, aligning with the City's goals of promoting youth involvement in community initiatives;

**WHEREAS**, the City of Antioch applied for and has been awarded funding through the #CaliforniansForAll Youth Job Corps program to support the expansion of Youth Services Network programming, reflecting its commitment to enhancing opportunities for youth development and civic engagement;

**WHEREAS**, the funding award from CaliforniaVolunteers will enable the City of Antioch to implement additional youth-focused initiatives, including but not limited to job training, educational programs, and community service projects, to benefit young residents and contribute to the overall well-being of the community;

**WHEREAS**, the City of Antioch recognizes the importance of collaboration and partnership in achieving its youth-oriented objectives and acknowledges CaliforniaVolunteers as a valued partner in advancing its efforts to support youth empowerment and service engagement;

**WHEREAS**, the acceptance of the funding award from the #CaliforniansForAll Youth Job Corps program aligns with the City of Antioch's strategic priorities and objectives related to youth development, education, and community engagement; and

**WHEREAS**, the City of Antioch is committed to the responsible stewardship of public funds and will ensure transparent and accountable management of the awarded funds in accordance with applicable regulations and guidelines.

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

1. Accepts the funding award from the #CaliforniansForAll Youth Job Corps program through CaliforniaVolunteers, Office of Governor,
2. Authorizes the Acting City Manager to execute the associated agreements, in a form approved by the City Attorney, accepting the award, and



3. Directs the Acting City Manager or designee to spend the funding to implement the funded initiatives, in alignment with the City's strategic objectives and priorities, by the end of calendar year 2025.

\* \* \* \* \*

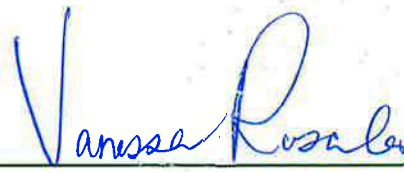
**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 28th day of May 2024, by the following vote:

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

**ABSENT:** None

**ABSTAIN:** None

**NOES:** None

*for*   
\_\_\_\_\_  
**ELIZABETH HOUSEHOLDER**  
**CITY CLERK OF THE CITY OF ANTIOCH**



1400 10th Street  
Sacramento, CA 95814  
(916) 323-7646 OFFICE  
(916) 558-3185 FAX

5/13/2024

Monserrat Cabral  
Youth Services Network Manager  
City of Antioch

Monserrat,  
Thank you for your submission for RFA CV23-112, CaliforniansForAll Youth Service Corps. CaliforniaVolunteers is pleased to announce we are making \$540,135.22 available to the City of Antioch for this solicitation. Funding must be expended by the end of Calendar Year 2025 and will be available to the City upon contract execution. If the city would like to decline this award, please let me know by 5/17/24.

Sincerely,

Josh Lord  
CaliforniaVolunteers




## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of July 23, 2024

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

**SUBMITTED BY:** Monserrat Cabral, Youth Services Network Manager

**APPROVED BY:** Tasha Johnson, Public Safety & Community Resources Director 

**SUBJECT:** Approval Reappropriating unspent Fiscal Year 2023-24 Youth Network Services Contractual Services Budget to Fiscal Year 2024-25

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution amending the Fiscal Year 2024-25 General Fund Youth Network Services budget to reappropriate unspent contractual services from Fiscal Year 2023-24 to Fiscal Year 2024-25.

### **FISCAL IMPACT**

As of June 30, 2024, approximately \$27,896 remained unspent in the General Fund Youth Network Services Contractual Services Fiscal Year 2023-24 budget. This request will reappropriate the remaining funds to the Fiscal Year 2024-25 budget.

### **DISCUSSION**

The Fiscal Year 2024-25 General Fund Budget includes continued funding for Youth Services Network (YSN) contracts for professional services. The YSN funding supports academic enrichment programs to improve city residents' educational outcomes and develop job training programs that equip young adults with skills and knowledge for in-demand occupations. These programs encompass vocational training, apprenticeships, on-the-job training, and certifications that enhance employability. Services are provided through career centers, community organizations, and partnerships with educational institutions.

YSN also funds initiatives that promote social and emotional well-being, physical enrichment, performing and visual arts, and opportunities that enrich the community and promote cultural diversity and expression.

Upon review of the financial records and budget analysis, it has been identified that \$27,896 allocated in the previous fiscal year remains unutilized. These unspent funds resulted from various factors, including project delays, cost savings, or unexpected circumstances.

Staff requests that the unused funds be reappropriated into the current fiscal year to prevent unnecessary losses and promote budgetary prudence. This action will enable staff to effectively utilize the remaining budget for planned projects, address emerging needs, and enhance the delivery of essential services to the community.

**ATTACHMENTS**

A. Resolution

**RESOLUTION NO. 2024/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AMENDING THE FISCAL YEAR 2024-25 YOUTH NETWORK SERVICES GENERAL  
FUND BUDGET**

**WHEREAS**, the City aims to support academic enrichment programs to improve City residents' educational outcomes and to develop and implement job training programs that provide young adults in the City with the skills and knowledge needed for in-demand occupations;

**WHEREAS**, the City assists community-based and nonprofit organizations by creating and implementing a contract/grant program to fund programs, services, and opportunities objectively and efficiently;

**WHEREAS**, after a thorough review of the financial records and budget analysis, it has been determined that a total of \$27,896 remains unutilized in the Fiscal Year 2023-24 General Fund Youth Network Services allocated budget as of June 30, 2024;

**WHEREAS**, the unspent funds in Fiscal Year 2023-24 can be effectively utilized to support planned projects, address emerging needs, and enhance the delivery of essential services to the community in Fiscal Year 2024-25;

**WHEREAS**, reappropriating the unspent monies from Fiscal Year 2023-24 to Fiscal Year 2024-25 aligns with the strategic goals of the City of Antioch's Public Safety & Community Resources Department and promotes responsible financial stewardship;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby approves amending the General Fund Youth Network Services Contractual Services budget by reappropriating \$27,896 from Fiscal Year 2023-24 budget to Fiscal Year 2024-25.



\* \* \* \* \*

**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 23<sup>rd</sup> day of July 2024, by the following vote:

**AYES:**

**ABSENT:**

**ABSTAIN:**

**NOES:**

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

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of July 23, 2024

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

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

**APPROVED BY:** Scott Buenting, Acting Public Works Director/City Engineer *CZ For SB*

**SUBJECT:** Public Hearing to Confirm and Levy of Annual Assessments for Street Light and Landscape Maintenance Districts 1, 2A, 4, 5, 9, and 10 for Fiscal Year 2024/2025 (P.W. 500)

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution ordering improvements and levying annual assessments for Street Light and Landscape Maintenance Districts 1, 2A, 4, 5, 9, and 10 for Fiscal Year 2024/2025.

**FISCAL IMPACT**

The Engineer's Report adopted by City Council provides Street Light and Landscape Maintenance District assessments totaling approximately \$2,318,704 for maintenance in defined areas of the City. Failure to adopt some or all of the report would result in the loss of significant funding for that maintenance.

**DISCUSSION**

At the May 28, 2024, meeting, the City Council adopted the Fiscal Year 2024/25 (FY 2024/25) Consolidated Street Light and Landscape Maintenance District (SLLMD) Engineer's Report. City Council also set July 23, 2024, as the date for the public hearing for the Ordering of Improvements and Levy of Assessments for Street Light and Landscape Maintenance Districts for FY 2024/25.

This year's recommended Engineer's Report is consistent with the City Council's prior direction. An estimated fund balance of \$737,325 will be utilized to reduce impacts on the General Fund. Once the cost of administering the obligations of the SLLMD are addressed, the remaining funds will be attributed to landscaping of arterial medians and parks in that order.

Note that under enabling legislation (Landscape and Lighting Act of 1972, Cal. Streets and Highways Code, §§ 22500, et seq.), the City is not required to show a General Fund contribution in the Engineer's Report. However, General Fund contributions are

displayed at the City Council's request, which was first articulated in FY 2000/01. The practice has continued at budget study sessions per City Council direction.

The Contra Costa County Auditor's Office submittal deadline is August 10, 2024. A discussion on how to apply or use General Fund contributions is not required to ratify the report and approve the attached resolution for the levy of assessments.

**ATTACHMENTS**

A. Resolution

EXHIBIT 1 - SLLMD Engineer's Report as presented May 28, 2024

**ATTACHMENT "A"**

**RESOLUTION NO. 2024/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
ORDERING IMPROVEMENTS AND LEVYING ANNUAL ASSESSMENTS FOR  
STREET LIGHT AND LANDSCAPE MAINTENANCE DISTRICTS 1 – HILLCREST; 2A –  
ANTIOCH/CITY WIDE; 4 – DOWNTOWN; 5 – ALMONDRIDGE; 9 – LONE TREE WAY;  
AND 10 – EAST LONE TREE WAY FOR THE 2024/2025 FISCAL YEAR  
(P.W. 500)**

**WHEREAS**, on February 27, 2024, the City Council directed the City Engineer to prepare a consolidated report for the various street-light and landscape maintenance districts as specified in the report;

**WHEREAS**, the improvements in the consolidated report are generally described as follows: maintaining and servicing public landscaping including roadside and medians on arterial, collector and local streets, cul-de-sacs, landscaped trails and open space, and maintaining and servicing weed abatement for publicly owned open space parcels;

**WHEREAS**, on May 28, 2024, the City Council adopted Resolution 2024/73, accepting the consolidated report prepared by the City Engineer and setting a public hearing for July 23, 2024;

**WHEREAS**, at the time and place for which notice was given, the City Council conducted a public hearing, and gave every interested person an opportunity to make oral statements or to submit written protests regarding the proceedings; and

**WHEREAS**, the City Council considered all staff reports, oral statements, engineer reports, written protests and comments that were submitted.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Antioch as follows:

1. The foregoing recitals are true and correct and hereby incorporated by reference.
2. The City Council confirms the report, diagram and assessments contained in the Engineer's Report, which is attached and incorporated as Exhibit 1 to this Resolution.
3. The City Council finds that no majority protest was made as to any zone to receive an assessment.

**RESOLUTION NO. 2024/\*\***

July 23, 2024

Page 2

4. The City Council finds that the Engineer, in the report, has fairly and properly apportioned the cost of improvements of each parcel of land in the assessment districts and zones in proportion to the estimated special benefits to be received by each parcel, respectively, from the improvements, and that the proportionate special benefit derived by each identified parcel has been determined in relationship to the entirety of the capital or maintenance cost of the public improvements or services being provided.
5. The City Council hereby confirms and levies, as modified, each individual assessment as stated in the report.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 23<sup>rd</sup> day of July, 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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



EXHIBIT 1



CITY OF ANTIOCH  
CONTRA COSTA COUNTY, CALIFORNIA

CONSOLIDATED ENGINEER'S REPORT  
FOR THE  
CITY OF ANTIOCH  
STREET LIGHT AND LANDSCAPE MAINTENANCE  
DISTRICT NUMBERS 1, 2A, 4, 5, 9, AND 10  
AND THE  
LEVY OF THE ANNUAL ASSESSMENT  
FOR THE 2024/25 FISCAL YEAR

City of Antioch

May 28, 2024

Prepared by  
City of Antioch

Acting Public Works Director/City Engineer  
Scott Buenting, P.E.

Philip Hoffmeister, Administrative Analyst II

STREET LIGHT AND LANDSCAPE MAINTENANCE DISTRICT  
NUMBERS 1, 2A, 4, 5, 9, AND 10  
(Pursuant to the Landscaping and Lighting Act of 1972 and Proposition 218)

The undersigned respectfully submits the enclosed Engineer's Report as directed by the City Council.

Dated

5/28/24



Scott Buening, P.E.  
License Expires 12/31/24

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was filed with me on the 28 day of May, 2024.

for Vanessa Resendo  
Elizabeth Householder, City Clerk  
City of Antioch  
Contra Costa County, California

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Antioch, California on the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Elizabeth Householder, City Clerk  
City of Antioch  
Contra Costa County, California

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was filed with the County Auditor of the County of Contra Costa, California on the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Elizabeth Householder, City Clerk  
City of Antioch  
Contra Costa County, California

By \_\_\_\_\_

Date \_\_\_\_\_

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## I. INTRODUCTION

### A. Preamble

In March 2001, Council considered a "reorganized" Street Light and Landscape Maintenance District (SLLMD) that would have created a single citywide District, subdivided into multiple benefit zones. In accordance with Proposition 218, ballots were sent to property owners for their approval/disapproval of that reorganized district. The result of that election was a majority "No" vote defeating the proposal. At its meeting on June 26, 2001, Council voted to approve the "Existing Light and Landscape Maintenance District", and that assessments could be levied only up to the "base assessments" for each parcel as recorded in Fiscal Year (FY) 2000-2001, (Resolution 2001/63). Since June 2001, new districts and zones have been formed that established a base rate plus an inflationary adjustment equal to the San Francisco Consumer Price Index (CPI) increase for the preceding twelve-month period.

As indicated in previous Engineer's Reports, most districts and zones did not collect sufficient assessments to finance estimated maintenance costs. Shortfalls were covered by contributions by the City General Fund. In FY 2003-04 Staff presented Council options for increasing assessments to their maximum base rates to reduce those shortfalls. In June 2003, Council decided to increase assessments to their respective maximum base assessments over a 3-year period. The final increment was approved by Council for FY 2005-06; however, some shortfalls remain. Those shortfalls continue to be shown as paid by a contribution from the General Fund.

This Annual Consolidated Street Light and Landscape Maintenance Districts Engineer's Report continues with Council direction and presents maintenance costs for the existing lighting and landscaping districts and zones and assessments.

### B. Enabling Legislation

Prior to November 1996, the City of Antioch Street Light and Landscape Maintenance Districts were governed only by the Landscaping and Lighting Act of 1972 (Streets and Highways Code Section 22500, and following), which allows a municipality or other local public agency to establish a special assessment district to raise funds for installing, maintaining and servicing public lighting, landscaping, park and recreational facilities. The revenue to pay for these improvements came from special assessments levied on the land benefiting from the improvements. The local legislative body set the assessment each year after receiving an Engineer's Report and holding a public hearing. The assessments were collected as a separately stated item on the county tax bill.

During that period, the City Council took five basic steps to levy the assessment:

- Adopt a Resolution Directing Filing of Annual Engineer's Report
- Preliminarily Approve the Engineer's Report
- Adopt a Resolution of Intention to Order Improvements
- Conduct a Public Hearing
- Adopt a Resolution Confirming the Diagram and Assessment and Levying the Annual Assessment



A certified copy of the Engineer's Report and a computer data tape containing the assessment roll were then submitted to the Contra Costa County Auditor for collection of the approved assessments.

With the passage of Proposition 218 in November of 1996, additional actions were required to impose new, or increase existing, assessments. Proposition 218 also exempted "Any assessment imposed pursuant to a petition signed by persons owning all of the parcels subject to the assessment at the time the assessment is initially imposed." For the City of Antioch, the City Attorney has determined that the base amount of assessment that was in effect at the time a new development petitioned for annexation into the district is excluded from the provisions of Proposition 218.

### C. Consolidated Engineer's Report

This Consolidated Engineer's Report recommends an assessment for parcels within each of the six Districts in the City of Antioch that are subject to an assessment, up to the base amount. The recommended assessments are based on estimates of the benefits to be received by each assessable parcel for District landscaping and recreational improvements. The benefit estimates are used to apportion costs to each assessable parcel, up to the maximum amount each parcel may be assessed without exceeding the base amount.

The 1972 Act does not specify a method or formula for apportioning costs. The assessment may be apportioned by any formula or method that fairly distributes the costs among all assessable lots or parcels.

This report summarizes the proposed assessment methods and the resulting assessments recommended. The report includes the following:

- Assessment Diagram
- Description of Improvements
- Estimate of Operation and Maintenance Costs for FY 2024/2025
- Description of Assessment Methodology
- Summary of Recommended Assessments
- Assessment Roll

## II. ASSESSMENT DIAGRAM

### A. Assessment Districts

This Consolidated Engineer's Report covers each of the six Street Lighting and Landscape Maintenance Districts within the City of Antioch. Collectively, these six Districts encompass the entire area of the City that benefits from the improvements to be maintained. The Number and common name of each District is listed below:



**TABLE 1**  
**DISTRICT NUMBERS AND COMMON NAMES**

District Number	Common Name
1	Hillcrest Avenue
2A	Antioch or City-wide
4	Downtown
5	Almondridge
9	Lone Tree Way
10	East Lone Tree Way

District boundaries are depicted on the Assessment Diagram on file with the City of Antioch. The Assessment Diagram shows District boundaries, benefit zone boundaries, and City streets. For a description of lines and dimensions of each lot or parcel within the District, the reader is referred to the Assessor's parcel maps on file at the County Assessor's office. The Assessor's parcel maps are incorporated by reference into the Assessment Diagram. The Assessor's parcel number is adopted as the distinctive designation of each lot or parcel.

**B. Zone Boundaries**

The Districts are subdivided into one or more benefit zones. These benefit zones indicate areas within which parcels of similar use receive approximately equivalent benefits from District improvements. The dividing lines between benefit zones coincide with major arterial streets or other major facilities (i.e. canal, freeway). Refer to the Assessment Diagram for a description of the zone boundaries.

**III. DESCRIPTION OF IMPROVEMENTS**

This Section describes the public improvements to be installed, operated, serviced and maintained by the District.

District improvements are generally described as operating, servicing, maintaining, repairing and replacing the following: public landscaping, including improvements for standard City of Antioch cul-de-sacs; public medians, rights-of-way and park sites; weed abatement for publicly owned open space parcels.

**PARKS:** The cost of contract maintenance and/or City work for maintenance of the neighborhood and community parks listed in Table 2. Park improvements to be maintained include, but are not limited to, tot lots, picnic facilities, landscaping and lighting, and the cost of utilities serving the park.

**LOCAL LANDSCAPING:** Includes the costs of pruning, irrigation, maintenance planting, debris removal and clean up along the City's trails, cul-de-sac bulbs, and local and collector streets. It also includes both contract and City work associated with weed abatement and the maintenance of firebreaks. Localized landscaping

improvements including planters, trees in the public right-of-way, sound walls and entry signs are also maintained under this class of improvement.

**MAJOR MEDIAN AND ROADSIDE LANDSCAPING:** Includes the costs of pruning, irrigation, maintenance planting, debris removal and clean up along the City's arterial roadway system. Roadways included in this system are A Street, Buchanan Road, Contra Loma Boulevard, Dallas Ranch Road, Davison Drive, Deer Valley Road, Delta Fair Boulevard, East Eighteenth Street, Hillcrest Avenue, James Donlon Boulevard, L Street, Laurel Avenue, Lone Tree Way, Prewett Ranch Road, Somersville Road, West Fourth Street, West Tenth Street, and Wilbur Avenue.

**PROGRAM ADMINISTRATION:** Includes the costs of acquiring and maintaining equipment necessary to operate the program and conduct maintenance activities and the work of management staff that provide program oversight, scheduling, budgeting and coordination for special work groups.

**TABLE 2  
NEIGHBORHOOD AND COMMUNITY PARKS**

<b>District Number</b>	<b>Common Name</b>
1-1	Hillcrest Park
	Nelson Ranch Park
1-2	Country Manor Park
	Deerfield Park
	Knoll Park
	Prewett Community Park
1-4	Meadow Creek Park
2A-1	Contra Loma Estates Park
	Fairview Park
	Prosserville Park
2A-2	City Park
2A-3	Jacobsen Park
	Meadowbrook Park
2A-4	Harbour Park
	Mountaire Park
2A-5	Chichibu Park
2A-6	Canal Park
	Gentrytown Park
	Mira Vista Park
	Village East Park
2A-7	Marchetti Park
2A-8	Antioch Community Park
	Mira Vista Hills Park
2A-9	Eagleridge Park

2A-10	Markley Creek Park
4-1	--
5-1	Almondridge Park
9-1	Williamson Ranch Park
	Chaparral Park
9-2	Diablo West Park
9-3	Hansen Park
	Dallas Ranch Park
9-4	Heidorn Park
10	Julpun Park

#### IV. COST ESTIMATES

Cost estimates for operating, maintaining, servicing, installing, repairing, replacing and upgrading lighting, landscaping, parks and recreational improvements are provided by the City of Antioch. Tables 3 through 22 present cost estimates for each benefit area.

**Table 3**  
**COST ESTIMATE -- 2024/2025**  
**District 1, Zone 1 -- Hillcrest Avenue District**

The following schedule shows the allocation of costs to be spread to this District/Zone (254-4541)

		Base Rate Benefit Units 1,681	
		District Need	Assessments Applied
<b>MAINTENANCE AND SERVICES:</b>		<b>Total Cost</b>	
Parks	\$203,151	\$203,151	\$0
Arterial Medians and Roadside	\$97,329	\$97,329	\$0
Local Landscaping, Trails, Open Space	\$325,249	\$88,465	\$236,784
Administration	\$38,279	\$0	\$38,279
<b>SUBTOTAL:</b>	<b>\$664,008</b>	<b>\$388,945</b>	<b>\$275,063</b>
535	Parcels Assessed at \$216 per unit =		\$115,560
413	Parcels Assessed at \$190 per unit =		\$78,470
283	Parcels Assessed at \$165 per unit =		\$46,695
207	Parcels Assessed at \$94 per unit =		\$19,458
131	Parcels Assessed at \$64 per unit =		\$8,384
112	Parcels Assessed at \$58 per unit =		\$6,496
<b>TOTAL ASSESSED:</b>			<b>\$275,063</b>
Ending FY23/24 Fund Balance (Estimated):			\$7,220
<b>GENERAL FUND PORTION OF MAINTENANCE COST:</b>			<b>\$381,725</b>

***District/Zone Benefits:***

Parks: Hillcrest, Nelson Ranch

Arterial Landscaping: Hillcrest Avenue

Roadway Landscaping: Larkspur Drive, Wild Horse Road and cul-de-sac bulbs

Miscellaneous: Open space and trails



Table 3A  
District 1, Zone 1  
Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 23-24 Assmnt	FY24-25 Assessment
1-1	California Terrace	7222	123	165	165	165
1-1	Hillcrest Subd Un 1	5653	221	190	190	190
1-1	Hillcrest Subd Un 2	6067	83	190	190	190
1-1	Hillcrest Subd Un 3	6068	61	190	190	190
1-1	Nelson Ranch I	6893	102	216	216	216
1-1	Nelson Ranch II	8850	128	216	216	216
1-1	Nelson Ranch III	8851	138	216	216	216
1-1	Northwood Downs 1	6429	81	58	58	58
1-1	Northwood Downs 2	6564	31	58	58	58
1-1	Northwood Downs 3	6565	76	64	64	64
1-1	Ridgeview Un 1	6262	48	190	190	190
1-1	Ridgeview Un 2	6264	55	64	64	64
1-1	Viera Ranch 1-1	6855	172	94	94	94
1-1	Viera Ranch 1-2	7180	116	165	165	165
1-1	Viera Ranch 1-3	7181	69	216	216	216
1-1	Viera Ranch 2-1	6925	44	165	165	165
1-1	Viera Ranch 2-2	7219	49	216	216	216
1-1	Viera Ranch 2-3	7220	49	216	216	216
1-1	Viera Ranch 3	6943	35	94	94	94
Total:			1,681			275,063

Note: Values in the "FY 24-25 Assessment" column are for the forthcoming Fiscal Year.  
Assessments for the previous year (FY 23-24) are included for comparison.



**Table 4**  
**COST ESTIMATE -- 2024/2025**  
**District 1, Zone 2 -- Hillcrest Avenue District**

The following schedule shows the allocation of costs to be spread to this District/Zone (254-4542)

	Base Rate Benefit Units 3,237		
	Total Cost	District Need	Assessments Applied
<b>MAINTENANCE AND SERVICES:</b>			
Parks	\$336,533	\$336,533	\$0
Arterial Medians and Roadside	\$96,707	\$96,707	\$0
Local Landscaping, Trails, Open Space	\$325,449	\$18,925	\$306,524
Administration	\$56,702	\$0	\$56,702
<b>SUBTOTAL:</b>	<b>\$815,391</b>	<b>\$452,165</b>	<b>\$363,226</b>

882	Parcels Assessed at	\$216.00	per unit =	\$190,512
88	Parcels Assessed at	\$158.00	per unit =	\$13,904
1290	Parcels Assessed at	\$82.00	per unit =	\$105,780
53	Parcels Assessed at	\$76.00	per unit =	\$4,028
184	Parcels Assessed at	\$69.00	per unit =	\$12,696
52	Parcels Assessed at	\$56.00	per unit =	\$2,912
64	Parcels Assessed at	\$151.20	per unit =	\$9,676
458	Parcels Assessed at	\$42.00	per unit =	\$19,236
166	Parcels Assessed at	\$27.00	per unit =	\$4,482

**TOTAL ASSESSED:**

**\$363,226**

Ending FY23/24 Fund Balance (Estimated):

**\$7,648**

**GENERAL FUND PORTION OF MAINTENANCE COST:**

**\$444,517**

***District/Zone Benefits:***

Parks: Country Manor, Deerfield Mini, Knoll, Prewett Water Park

Arterial Landscaping: Hillcrest Avenue, Lone Tree Way and Deer Valley Road

Roadway Landscaping: Via Dora, Country Hills, Asilomar Drive and cul-de-sac bulbs

Miscellaneous: open space and trails

Table 4A  
District 1, Zone 2  
Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY23-24 Assmnt	FY24-25 Assessment
1-2	Bear Ridge Un 1	7145	93	216	216	216
1-2	Bear Ridge Un 2	7251	79	216	216	216
1-2	Country Hills	6800	243	82	82	82
1-2	Country Manor Un 1	5891	69	69	69	69
1-2	Country Manor Condos	6657	233	82	82	82
1-2	Country Manor Un 2	6178	54	69	69	69
1-2	Country Manor Un 3	6179	61	69	69	69
1-2	Country Manor Un 4	6180	71	82	82	82
1-2	Country Manor Un 5	6181	18	82	82	82
1-2	Country Manor Un 6	6256	19	82	82	82
1-2	Country Manor Un 7R	6653	101	82	82	82
1-2	Deer Park Un 1	6899	204	42	42	42
1-2	Deer Park Un 4	7569	38	216	216	216
1-2	Deer Park Un 5	7847	38	216	216	216
1-2	Deer Park Un 6	7848	34	216	216	216
1-2	Deer Park Un 7	7281	35	216	216	216
1-2	Deerfield Un 1	6732	113	27	27	27
1-2	Deerfield Un 2	6733	53	27	27	27
1-2	Deerfield Un 3	6818	138	82	82	82
1-2	Deerfield Un 4	6817	150	82	82	82
1-2	Deerfield Un 5	6908	32	42	42	42
1-2	Deerfield Un 6	7283	53	76	76	76
1-2	Deerfield Un 7	7281	67	216	216	216
1-2	Deerfield Un 8	7286	60	216	216	216
1-2	Deerfield Un 9	7284	47	158	158	158
1-2	Deerfield Un 10	7285	52	56	56	56
1-2	Deerfield Un 11	7282	71	216	216	216
1-2	Hillcrest View Apts	-	64	151.20	151	151
1-2	Ho Property Un 1	7973	41	158	158	158
1-2	Ho Property Un 2	7974	65	216	216	216
1-2	Ho Property Un 8	8230	79	216	216	216
1-2	Ho Property Un 9	8231	80	216	216	216
1-2	Ho Property Un 10	8232	54	216	216	216
1-2	Parkside Un 1	6975	158	82	82	82
1-2	Parkside Un 2	7104	101	42	42	42
1-2	Shelbourne Un 1	7019	121	42	42	42
1-2	Shelbourne Un 2	7218	89	216	216	216
1-2	Sterling Gate Un 1	6616	76	82	82	82
1-2	Sterling Gate Un 2	6928	83	82	82	82

Total: 3237 363,226.80

**Table 5**  
**COST ESTIMATE -- 2024/2025**  
**District 1, Zone 4 -- Hillcrest Avenue District**

The following schedule shows the allocation of costs to be spread to this District/Zone (254-4544)

		Base Rate Benefit Units 1,607	
		District Need	Assessments Applied
<b>MAINTENANCE AND SERVICES:</b>		<b>Total Cost</b>	
Parks	\$39,993	\$39,993	\$0
Arterial Medians and Roadside	\$104,691	\$104,691	\$0
Local Landscaping, Trails, Open Space	\$366,666	\$207,265	\$159,401
Administration	\$26,420	\$0	\$26,420
<b>SUBTOTAL:</b>	<b>\$537,770</b>	<b>\$351,949</b>	<b>\$185,821</b>

350	Parcels Assessed at	\$193.00	per unit =	\$67,550
119	Parcels Assessed at	\$167.00	per unit =	\$19,873
344	Parcels Assessed at	\$216.00	per unit =	\$74,304
117	Parcels Assessed at	\$44.00	per unit =	\$5,148
225	Parcels Assessed at	\$38.00	per unit =	\$8,550
452	Parcels Assessed at	\$23.00	per unit =	\$10,396

**TOTAL ASSESSED:** **\$185,821**

Ending FY23/24 Fund Balance (Estimated): \$43,545  
**GENERAL FUND PORTION OF MAINTENANCE COST:** **\$308,404**

***District/Zone Benefits:***

Parks: Meadow Creek Estates

Arterial Landscaping: Hillcrest Avenue and Lone Tree Way

Roadway Landscaping: Laurel Road, Country Hills Drive and cul-de-sac bulbs

Miscellaneous: Open space and trails



Table 5A  
District 1, Zone 4  
Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 23-24 Assmnt	FY24-25 Assessment
1-4	Canada Hills Un 1	6898	147	23	23	23
1-4	Canada Hills Un 2	7130	99	23	23	23
1-4	Canada Hills Un 3	7341	111	38	38	38
1-4	Canada Hills Un 4	7458	47	193	193	193
1-4	Canada Hills Un 5	7761	40	193	193	193
1-4	Canada Hills Un 6	7460	81	193	193	193
1-4	Canada Hills Un 7	7459	122	193	193	193
1-4	Hidden Glen Un1	6909	89	23	23	23
1-4	Hidden Glen Un 2	7505	81	216	216	216
1-4	Hidden Glen Un 3	8387	75	216	216	216
1-4	Hidden Glen Un 4	8388	126	216	216	216
1-4	Meadow Crk Est. 1	6930	117	23	23	23
1-4	Meadow Crk Est. 2	7123	114	38	38	38
1-4	Meadow Crk Est. 3	7124	117	44	44	44
1-4	Meadow Crk Est. 4	7125	119	167	167	167
1-4	Meadow Crk Est. 5	7867	60	193	193	193
1-4	Viera Ranch 2-2	7219	18	216	216	216
1-4	Viera Ranch 2-3	7220	44	216	216	216

Total: 1,607 185,821

Table 6  
COST ESTIMATE -- 2024/2025  
District 2A, Zone 1 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4561)

		Base Rate Benefit Units	
		0	
		District	Assessments
		Need	Applied
MAINTENANCE AND SERVICES:		Total Cost	
Parks	\$65,934	\$65,934	\$0
Arterial Medians and Roadside	\$27,476	\$27,476	\$0
Local Landscaping, Trails, Open Space	\$0	\$0	\$0
Administration	\$67,292	\$67,292	\$0
SUBTOTAL:	\$160,702	\$160,702	\$0
TOTAL ASSESSED:			\$0
Ending FY23/24 Fund Balance (Estimated):			\$0
GENERAL FUND PORTION OF MAINTENANCE COST:			\$160,702

***District/Zone Benefits:***

Parks: Contra Loma, Fairview, Prosserville

Arterial Somersville Road, L Street, Fourth Street, West Tenth Street

Roadway Landscaping: Sycamore Drive, G Street and cul-de-sac bulbs

Miscellaneous: open space and trails



Table 7  
**COST ESTIMATE -- 2024/2025**  
**District 2A, Zone 2 -- Citywide District**

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4562)

		Base Rate Benefit Units	
		0	
MAINTENANCE AND SERVICES:	Total Cost	District Need	Assessed
Parks	\$47,025	\$47,025	\$0
Arterial Medians and Roadside	\$15,328	\$15,328	\$0
Local Landscaping, Trails, Open Space	\$0	\$0	\$0
Administration	\$40,816	\$40,816	\$0
SUBTOTAL:	\$103,169	\$103,169	\$0
TOTAL ASSESSED:			\$0
Ending FY23/24 Fund Balance (Estimated):			\$0
GENERAL FUND PORTION OF MAINTENANCE COST:			\$103,169

***District/Zone Benefits:***

Parks: City Park

Arterial: A Street

Roadway Landscaping: Merrill Drive, G Street and Cavallo Road roadside and cul-de-sac bulbs

Miscellaneous: open space and trails

**Table 8**  
**COST ESTIMATE -- 2024/2025**  
**District 2A, Zone 3 -- Citywide District**

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4563)

		Base Rate Benefit Units 624	
		District Need	Assessments Applied
<b>MAINTENANCE AND SERVICES:</b>		<b>Total Cost</b>	
Parks	\$81,229	\$81,229	\$0
Arterial Medians and Roadside	\$17,720	\$17,720	\$0
Local Landscaping, Trails, Open Space	\$46,733	\$43,928	\$2,805
Administration	\$71,263	\$0	\$71,263
<b>SUBTOTAL:</b>	<b>\$216,945</b>	<b>\$142,877</b>	<b>\$74,068</b>
188 Parcels Assessed at	\$66.00 per unit =		\$12,408
36 Parcels Assessed at	\$22.00 per unit =		\$792
6 Parcels Assessed at	\$216.00 per unit =		\$1,296
394 Parcels Assessed at	\$151.20 per unit =		\$59,572
<b>TOTAL ASSESSED:</b>			<b>\$74,068</b>
Ending FY23/24 Fund Balance (Estimated):			\$14,703
<b>GENERAL FUND PORTION OF MAINTENANCE COST:</b>			<b>\$128,174</b>

***District/Zone Benefits:***

Parks: Jacobsen, Meadowbrook

Arterial: East 18th Street and Wilbur Avenue

Roadway Landscaping: Cavallo Road and cul-de-sac bulbs

Miscellaneous: open space and trails

Table 8A District 2A, Zone 3 Base Assessment Allocation						
Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 23-24 Assmnt	FY 24-25 Assessment
2A-3	Lakeshore Apt.	6770	188	66	66	66
2A-3	Terrace Gardens	5582	36	22	22	22
2A-3	Bermuda Way	8848	6	216	216	216
2A-3	AMCal	8848	394	151.20	-	151.20
Total:			624			74,069

**Table 9**  
**COST ESTIMATE -- 2024/2025**  
**District 2A, Zone 4 -- Citywide District**

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4564)

		Base Rate Benefit Units 337	
		District Need	Assessments Applied
<b>MAINTENANCE AND SERVICES:</b>		<b>Total Cost</b>	
Parks	\$82,610	\$82,610	\$0
Arterial Medians and Roadside	\$62,240	\$62,240	\$0
Local Landscaping, Trails, Open Space	\$253,312	\$253,312	\$0
Administration	\$37,727	\$24,811	\$12,916
<b>SUBTOTAL:</b>	<b>\$435,889</b>	<b>\$422,973</b>	<b>\$12,916</b>
171	Parcels Assessed at \$60 per unit =		\$10,260
166	Parcels Assessed at \$16 per unit =		\$2,656
<b>TOTAL ASSESSED:</b>			<b>\$12,916</b>
Ending FY23/24 Fund Balance (Estimated):			\$7,245
<b>GENERAL FUND PORTION OF MAINTENANCE COST:</b>			<b>\$415,728</b>

***District/Zone Benefits:***

Parks: Harbour, Mountaire

Arterial: Lone Tree Way, Davison Drive and Hillcrest Avenue

Roadway Landscaping: Cul-de-sac bulbs

Miscellaneous: open space and trails

Table 9A District 2A, Zone 4 Base Assessment Allocation						
Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 23-24 Assmnt	FY 24-25 Assessment
2A-4	Hillcrest Estates	5494	54	60	60	60
2A-4	Hillcrest Estates Un 2	6184	53	60	60	60
2A-4	Brookside Estates	7155	166	16	16	16
2A-4	Shelbourne Un 3	7294	64	60	60	60
Total:			337			12,916



**Table 10**  
**COST ESTIMATE -- 2024/2025**  
**District 2A, Zone 5 -- Citywide District**

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4565)

		Base Rate Benefit Units 13	
		District Need	Assessments Applied
<b>MAINTENANCE AND SERVICES:</b>		<b>Total Cost</b>	
Parks	\$54,409	\$54,409	\$0
Arterial Medians and Roadside	\$28,768	\$28,768	\$0
Local Landscaping, Trails, Open Space	\$174,827	\$174,827	\$0
Administration	\$40,871	\$39,379	\$1,492
<b>SUBTOTAL:</b>	<b>\$298,875</b>	<b>\$297,383</b>	<b>\$1,492</b>
4 Parcels Assessed at \$139 per unit =			\$556
9 Parcels Assessed at \$104 per unit =			\$936
<b>TOTAL ASSESSED:</b>			<b>\$1,492</b>
Ending FY23/24 Fund Balance (Estimated):			\$7,961
<b>GENERAL FUND PORTION OF MAINTENANCE COST:</b>			<b>\$289,422</b>

***District/Zone Benefits:***

Parks: Chichibu

Arterial: Lone Tree Way, James Donlon Boulevard, Contra Loma Boulevard

Roadway Landscaping: Cul-de-sac bulbs

Miscellaneous: open space and trails

Table 10A District 2A, Zone 5 Base Assessment Allocation						
Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 23-24 Assmnt	FY 24/25 Assessment
2A-5	Wilhelm Sub'd	7121	4	139	139	139
2A-5	Wilhelm Sub'd	7412	9	104	104	104
Total:			13			1,492

Table 11  
COST ESTIMATE -- 2024/2025  
District 2A, Zone 6 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4566)

		Base Rate Benefit Units 274	
		District Need	Assessments Applied
MAINTENANCE AND SERVICES:		Total Cost	
Parks		\$230,178	\$0
Arterial Medians and Roadside		\$27,092	\$0
Local Landscaping, Trails, Open Space		\$87,366	\$0
Administration		\$52,344	\$28,582
SUBTOTAL:		\$396,980	\$28,582
148	Parcels Assessed at \$139 per unit =		\$20,572
18	Parcels Assessed at \$103 per unit =		\$1,854
108	Parcels Assessed at \$57 per unit =		\$6,156
TOTAL ASSESSED:			\$28,582
Ending FY23/24 Fund Balance (Estimated):			\$13,302
GENERAL FUND PORTION OF MAINTENANCE COST:			\$355,096

**District/Zone Benefits:**

Parks: Canal, Gentrytown, Mira Vista, Village East

Arterial: Somersville Road, Buchanan Road, James Donlon Boulevard, Contra Loma Boulevard

Roadway Landscaping: Putnam Street, Johnson Drive and Cul-de-sac bulbs

Miscellaneous: open space and trails

Table 11A District 2A, Zone 6 Base Assessment Allocation						
Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 23-24 Assmnt	FY 24-25 Assessment
2A-6	California Gables	7105	148	139	139	139
2A-6	Centennial Park	6812	108	57	57	57
2A-6	Mira Vista Un 11	7034	18	103	103	103
Total:			274			28,582

Table 12  
COST ESTIMATE -- 2024/2025  
District 2A, Zone 7 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4567)

		Base Rate Benefit Units	
		0	
		District Need	Assesments Applied
MAINTENANCE AND SERVICES:		Total Cost	
Parks	\$29,389	\$29,389	\$0
Arterial Medians and Roadside	\$0	\$0	\$0
Local Landscaping, Trails, Open Space	\$0	\$0	\$0
Administration	\$20,684	\$20,684	\$0
SUBTOTAL:	\$50,073	\$50,073	\$0
TOTAL ASSESSED:			\$0
Ending FY23/24 Fund Balance (Estimated):			\$0
GENERAL FUND PORTION OF MAINTENANCE COST:			\$50,073

**District/Zone Benefits:**

Parks: Marchetti

Arterial: Somersville Road, Delta Fair Boulevard

Roadway Landscaping: None

Miscellaneous: open space and trails



**Table 13**  
**COST ESTIMATE -- 2024/2025**  
**District 2A, Zone 8 -- Citywide District**

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4568)

		Base Rate Benefit Units 426	
		District Need	Assessments Applied
<b>MAINTENANCE AND SERVICES:</b>		<b>Total Cost</b>	
Parks	\$245,576	\$245,576	\$0
Arterial Medians and Roadside	\$49,172	\$49,172	\$0
Local Landscaping, Trails, Open Space	\$104,345	\$104,345	\$0
Administration	\$87,369	\$12,603	\$74,766
<b>SUBTOTAL:</b>	<b>\$486,462</b>	<b>\$411,696</b>	<b>\$74,766</b>
261	Parcels Assessed at \$216.00 per unit =		\$56,376
120	Parcels Assessed at \$129 per unit =		\$15,480
5	Parcels Assessed at \$118 per unit =		\$590
40	Parcels Assessed at \$58 per unit =		\$2,320
<b>TOTAL ASSESSED:</b>			<b>\$74,766</b>
Ending FY23/24 Fund Balance (Estimated):			\$43,983
<b>GENERAL FUND PORTION OF MAINTENANCE COST:</b>			<b>\$367,713</b>

***District/Zone Benefits:***

Parks: Mira Vista Hills, Antioch Community Park

Arterial: James Donlon Boulevard

Roadway Landscaping: Cul-de-sac bulbs

Miscellaneous: open space and trails

Table 13A  
District 2A, Zone 8  
Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 23-24 Assmnt	FY24-25 Assessment
2A-8	Mira Vista Hills	4420	5	118	118	118
2A-8	Mira Vista Hills, Un 10	6472	78	129	129	129
2A-8	Mira Vista Hills, Un 12	6744	40	58	58	58
2A-8	Mira Vista Hills, Un 13	6708	95	216	216	216
2A-8	Mira Vista Hills, Un 14	6824	42	129	129	129
2A-8	Mira Vista Hills, Un 15	6920	79	216	216	216
2A-8	Mira Vista Hills, Un 16	6921	87	216	216	216

Total: 426 74,766.00

Table 14  
COST ESTIMATE -- 2024/2025  
District 2A, Zone 9 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4569)

		Base Rate Benefit Units 1,379	
		District Need	Assessments Applied
MAINTENANCE AND SERVICES:		Total Cost	
Parks	\$51,878	\$51,878	\$0
Arterial Medians and Roadside	\$65,009	\$65,009	\$0
Local Landscaping, Trails, Open Space	\$168,332	\$84,938	\$83,394
Administration	\$32,598	\$0	\$32,598
SUBTOTAL:	\$317,817	\$201,825	\$115,992
68	Parcels Assessed at \$144 per unit =		\$9,792
174	Parcels Assessed at \$135 per unit =		\$23,490
442	Parcels Assessed at \$108 per unit =		\$47,736
122	Parcels Assessed at \$107 per unit =		\$13,054
34	Parcels Assessed at \$74 per unit =		\$2,516
539	Parcels Assessed at \$36 per unit =		\$19,404
TOTAL ASSESSED:			\$115,992
Ending FY23/24 Fund Balance (Estimated):			\$33,839
GENERAL FUND PORTION OF MAINTENANCE COST:			\$167,986

**District/Zone Benefits:**

Parks: Eaglesridge

Arterial: Lone Tree Way, Deer Valley Road

Roadway Landscaping: Ridgerock Drive, Asilomar, Country Hills Drive and cul-de-sac bulbs

Miscellaneous: Open space and trails

Table 14A  
District 2A, Zone 9  
Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Assmnt	FY 23-24 Assmnt	FY24-25 Assessment
2A-9	Eagles Ridge Un 1	5614	116	36	36	36
2A-9	Eagles Ridge Un 2	6162	151	36	36	36
2A-9	Eagles Ridge Un 3	6163	122	36	36	36
2A-9	Eagles Ridge Un 4	6164	150	36	36	36
2A-9	Deer Park Un 2	7290	68	144	144	144
2A-9	Deer Park Un 3	7291	94	135	135	135
2A-9	Lone Tree Est. Un 1	7079	122	107	107	107
2A-9	Lone Tree Est. Un 1A	7880	5	108	108	108
2A-9	Lone Tree Est. Un 2	7691	80	135	135	135
2A-9	Lone Tree Est. Un 3	7900	75	108	108	108
2A-9	Lone Tree Est. Un 4	8020	46	108	108	108
2A-9	Lone Tree Est. Un 5	8120	62	108	108	108
2A-9	Lone Tree Est. Un 6	8366	99	108	108	108
2A-9	Ho Sub'd, Un 3	7999	34	74	74	74
2A-9	Ho Sub'd, Un 4	8025	47	108	108	108
2A-9	Ho Sub'd, Un 5	8045	61	108	108	108
2A-9	Ho Sub'd, Un 6	8102	47	108	108	108
Total:			1,379			115,992

Table 15  
COST ESTIMATE -- 2024/2025  
District 2A, Zone 10 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4572)

		Base Rate Benefit Units 295	
		District Need	Assessments Applied
MAINTENANCE AND SERVICES:		Total Cost	
Parks	\$31,631	\$31,631	\$0
Arterial Medians and Roadside	\$31,182	\$27,413	\$3,769
Local Landscaping, Trails, Open Space	\$74,861	\$0	\$74,861
Channel Maintenance	\$10,000	\$0	\$10,000
Administration	\$6,950	\$0	\$6,950
SUBTOTAL:	\$154,624	\$59,044	\$95,580
295 Parcels Assessed at \$324.00 per unit =			\$95,580
TOTAL ASSESSED:			\$95,580
Ending FY23/24 Fund Balance (Estimated):			\$114,574
GENERAL FUND PORTION OF MAINTENANCE COST:			\$0

**District/Zone Benefits:**

Parks: Markley Creek

Arterial: James Donlan, Somersville

Roadway Landscaping: cul-de-sac bulbs



Table 15A District 2A, Zone 10 Base Assessment Allocation						
Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 23-24 Assmnt	FY24-25 Assesment
2A-10	Black Diamond Ranch Un 1	7487	58	737.86	548	324
2A-10	Black Diamond Ranch Un 2	8585	117	737.86	548	324
2A-10	Black Diamond Ranch Un 3	8586	111	737.86	548	324
2A-10	Black Diamond Ranch Un 4	9370	9	737.86	548	324
Total:			295			95,580

Table 16  
**COST ESTIMATE -- 2024/2025**  
**District 4, Zone 1 -- Downtown District**

The following schedule shows the allocation of costs to be spread to this District/Zone (252-4521)

		Base Rate Benefit Units	
		0	
		District	Assessments
		Need	Applied
<b>MAINTENANCE AND SERVICES:</b>		<b>Total Cost</b>	
Parks	\$0	\$0	\$0
Arterial Medians and Roadside	\$15,381	\$15,381	\$0
Local Landscaping, Trails, Open Space	\$181,167	\$181,167	\$0
Administration	\$1,269	\$1,269	\$0
<b>SUBTOTAL:</b>	<b>\$197,817</b>	<b>\$197,817</b>	<b>\$0</b>
<b>TOTAL ASSESSED:</b>			<b>\$0</b>
Ending FY23/24 Fund Balance (Estimated):			<b>\$97,069</b>
<b>GENERAL FUND PORTION OF MAINTENANCE COST:</b>			<b>\$100,748</b>
<b><i>District/Zone Benefits:</i></b>			
Roadway Landscaping: Waldie Plaza, Rivertown Promenade, public parking lots, A Street extension, train station			

**Table 17**  
**COST ESTIMATE -- 2023/2024**  
**District 5, Zone 1 -- Almondridge District**

The following schedule shows the allocation of costs to be spread to this District/Zone (253-4531)

		Base Rate Benefit Units 560	
		District Need	Assessments Applied
<b>MAINTENANCE AND SERVICES:</b>		<b>Total Cost</b>	
Parks	\$91,900	\$73,883	\$18,017
Arterial Medians and Roadside	\$28,549	\$0	\$28,549
Local Landscaping, Trails, Open Space	\$52,373	\$0	\$52,373
Administration	\$9,983	\$0	\$9,983
<b>SUBTOTAL:</b>	<b>\$182,805</b>	<b>\$73,883</b>	<b>\$108,922</b>
463	Parcels Assessed at \$190.00 per unit =	\$87,970	
97	Parcels Assessed at \$216.00 per unit =	\$20,952	
<b>TOTAL ASSESSED:</b>		<b>\$108,922</b>	
Ending FY23/24 Fund Balance (Estimated):		\$57,248	
<b>GENERAL FUND PORTION OF MAINTENANCE COST:</b>		<b>\$16,635</b>	

***District/Zone Benefits:***

Parks: Almondridge

Arterial: None

Roadway Landscaping: Viera Avenue, Willow Avenue and cul-de-sac bulbs

Miscellaneous: open space and trails

Table 17A  
District 5, Zone 1  
Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 23-24 Assmnt	FY24-25 Assessment
5-1	Almondridge West	6621	25	190	182	190
5-1	Almondridge Un 1	6109	93	190	182	190
5-1	Almondridge Un 2	6454	35	190	182	190
5-1	Almondridge Un 3	6788	50	190	182	190
5-1	Almondridge Un 4	6869	52	190	182	190
5-1	Almondridge Un 5	7190	96	190	182	190
5-1	Almondridge Un 6	7411	48	190	182	190
5-1	Almondridge Un 9	7673	35	190	182	190
5-1	Almondridge Un 11	7901	25	190	182	190
5-1	Almondridge Un 12	8065	4	190	182	190
5-1	Oakley Knolls	8501	16	216	182	216
5-1	Almondridge East	8880	81	216	182	216

Total: 560 108,922

Table 18  
COST ESTIMATE -- 2024/2025  
District 9, Zone 1 -- Lone Tree District

The following schedule shows the allocation of costs to be spread to this District/Zone (251-4511)

		Base Rate Benefit Units 1,200	
		District Need	Assessments Applied
MAINTENANCE AND SERVICES:		Total Cost	
Parks	\$96,649	\$96,649	\$0
Arterial Medians and Roadside	\$59,333	\$59,333	\$0
Local Landscaping, Trails, Open Space	\$138,096	\$11,993	\$126,103
Administration	\$21,897	\$0	\$21,897
SUBTOTAL:	\$315,975	\$167,975	\$148,000
575 Parcels Assessed at \$140 per unit =			\$80,500
625 Parcels Assessed at \$108 per unit =			\$67,500
TOTAL ASSESSED:			\$148,000
Ending FY23/24 Fund Balance (Estimated):			\$84,425
GENERAL FUND PORTION OF MAINTENANCE COST:			\$83,550

**District/Zone Benefits:**

Parks: Chapparal, Williamson Ranch

Arterial: Hillcrest Avenue, Lone Tree Way, Deer Valley Road, Prewett Ranch

Roadway Landscaping: Lone Tree Way, Deer Valley Road, Dallas Ranch Road, Prewett Ranch Road

Miscellaneous: open space and trails



Table 18A  
District 9, Zone 1  
Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 23-24 Assmnt	FY24-25 Assessment
9-1	Diablo East Un 1	7121	177	108	108	108
9-1	Diablo East Un 2	7400	44	108	108	108
9-1	Diablo East Un 3	7401	21	140	140	140
9-1	Diablo East Un 4	8038	39	140	140	140
9-1	Diablo East Un 5	8052	39	140	140	140
9-1	Diablo East Un 6	8079	34	140	140	140
9-1	Diablo East Un 7	8122	52	140	140	140
9-1	Diablo East Un 8	8164	77	140	140	140
9-1	Diablo East Un 9	8191	71	140	140	140
9-1	Williamson Ranch 1	7114	20	108	108	108
9-1	Williamson Ranch 2	7258	166	108	108	108
9-1	Williamson Ranch 3	7587	86	108	108	108
9-1	Williamson Ranch 4	7606	93	108	108	108
9-1	Williamson Ranch 5	7618	39	108	108	108
9-1	Williamson Ranch 6	7619	75	140	140	140
9-1	Williamson Ranch 7	7620	82	140	140	140
9-1	Williamson Ranch 8	7826	85	140	140	140

Total: 1,200 148,000

Table 19  
COST ESTIMATE -- 2024/2025  
District 9, Zone 2 -- Lone Tree Way District

The following schedule shows the allocation of costs to be spread to this District/Zone (251-4512)

		Base Rate Benefit Units 2,024	
		District Need	Assessments Applied
MAINTENANCE AND SERVICES:		Total Cost	
Parks	\$43,029	\$43,029	\$0
Medians and Roadside	\$129,030	\$129,030	\$0
Local Landscaping, Trails, Open Space	\$290,628	\$127,277	\$163,351
Administration	\$33,811	\$0	\$33,811
SUBTOTAL:	\$496,498	\$299,336	\$197,162
229	Parcels Assessed at \$216.00 per unit =		\$49,464
1149	Parcels Assessed at \$93.00 per unit =		\$106,857
29	Parcels Assessed at \$88.00 per unit =		\$2,552
45	Parcels Assessed at \$83.00 per unit =		\$3,735
38	Parcels Assessed at \$216.00 per unit =		\$8,208
460	Parcels Assessed at \$51.00 per unit =		\$23,460
74	Parcels Assessed at \$39.00 per unit =		\$2,886
TOTAL ASSESSED:			\$197,162
Ending FY23/24 Fund Balance (Estimated):			\$11,765
GENERAL FUND PORTION OF MAINTENANCE COST:			\$287,571

**District/Zone Benefits:**

Parks: Diablo West

Arterial: Lone Tree Way, Deer Valley Road, Dallas Ranch Road, Prewett Ranch Road

Roadway Landscaping: Lone Tree Way, Deer Valley Road, Dallas Ranch Road, Prewett Ranch Road

Miscellaneous: open space and trails

Table 19A  
District 9, Zone 2  
Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 23-24 Assmnt	FY24-25 Assessment
9-2	Black Dia. Knolls 1	7201	29	51	51	51
9-2	Black Dia. Knolls 2	7498	45	51	51	51
9-2	Black Dia. Knolls 3	7554	28	51	51	51
9-2	Black Dia. Knolls 4	7592	36	51	51	51
9-2	Black Dia. Knolls 5	7499	64	51	51	51
9-2	Black Dia. Knolls 6	7593	24	51	51	51
9-2	Black Dia. Knolls 7	7594	31	93	93	93
9-2	Black Dia. Knolls 8	7825	26	83	83	83
9-2	Black Dia. Knolls 9	8008	19	83	83	83
9-2	Black Dia. Knolls 10	7824	29	88	88	88
9-2	Black Dia. Knolls 11	7500	48	93	93	93
9-2	Black Dia. Knolls 12	7823	26	93	93	93
9-2	Black Dia. Knolls 13	7822	32	93	93	93
9-2	Black Dia. Knolls 14	8110	43	93	93	93
9-2	Black Dia. Knolls 15	8181	53	93	93	93
9-2	Black Dia. Knolls 16	8182	42	93	93	93
9-2	Black Dia. Knolls 17	8183	45	93	93	93
9-2	Black Dia. Knolls 18	8324	56	93	93	93
9-2	Black Dia. Knolls 19	8325	89	93	93	93
9-2	Black Dia. Knolls 20	8326	64	93	93	93
9-2	Black Dia. Knolls 21	8466	49	216	216	216
9-2	Black Dia. Knolls 22	8467	64	216	216	216
9-2	Black Dia. Knolls 23	8525	27	216	216	216
9-2	Black Dia. Knolls 24	8526	89	216	216	216
9-2	Black Dia. Knolls 25	8528	38	216	216	216
9-2	Diablo West Un 1	7128	74	39	39	39
9-2	Diablo West Un 2	7469	119	51	51	51
9-2	Diablo West Un 3	7616	115	51	51	51
9-2	Diablo West Un 4	8243	71	93	93	93
9-2	Diablo West Un 5	8244	56	93	93	93
9-2	Diablo West Un 6	8245	81	93	93	93
9-2	Diablo West Un 7	8312	99	93	93	93
9-2	Diablo West Un 8	8313	46	93	93	93
9-2	Diablo West Un 9	8314	106	93	93	93
9-2	Lone Tree Glen	7275	161	93	93	93

Total: 2,024 197,162



Table 20  
COST ESTIMATE -- 2024/2025  
District 9, Zone 3 -- Lone Tree Way District

The following schedule shows the allocation of costs to be spread to this District/Zone (251-4513)

		Base Rate Benefit Units 1,953	
		District Need	Assessments Applied
MAINTENANCE AND SERVICES:			
Parks	\$89,943	\$89,943	\$0
Arterial Medians and Roadside	\$110,689	\$110,689	\$0
Local Landscaping, Trails, Open Space	\$267,387	\$101,470	\$165,917
Administration	\$49,752	\$0	\$49,752
SUBTOTAL:	\$517,771	\$302,102	\$215,669
129	Parcels Assessed at \$216.00 per unit =		\$27,864
860	Parcels Assessed at \$139.00 per unit =		\$119,540
519	Parcels Assessed at \$95.00 per unit =		\$49,305
120	Parcels Assessed at \$93.00 per unit =		\$11,160
25	Parcels Assessed at \$216.00 per unit =		\$5,400
300	Parcels Assessed at \$8.00 per unit =		\$2,400
TOTAL ASSESSED:			\$215,669
Ending FY23/24 Fund Balance (Estimated):			(\$6,004)
GENERAL FUND PORTION OF MAINTENANCE COST:			\$308,106

**District/Zone Benefits:**

Parks: Hansen and Dallas Ranch Park

Arterial: Lone Tree Way, Dallas Ranch Road

Roadway Landscaping: Prewett Ranch Road, Golf Course Road, Frederickson Lane and cul-de-sac bulbs

Miscellaneous: Open space and trails

Table 20A  
District 9, Zone 3  
Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 23-24 Assmnt	FY24-25 Assessment
9-3	Black Dia. Est. Un 1	7515	31	95	95	95
9-3	Black Dia. Est. Un 2	7644	41	139	139	139
9-3	Black Dia. Est. Un 3	8064	54	139	139	139
9-3	Black Dia. Est. Un 4	8194	64	139	139	139
9-3	Black Dia. Est. Un 5	8076	55	139	139	139
9-3	Black Dia. Est. Un 6	8317	56	139	139	139
9-3	Black Dia. Est. Un 7	8318	73	139	139	139
9-3	Black Dia. Est. Un 8	8319	47	216	216	216
9-3	Black Dia. Est. Un 9	8320	49	216	216	216
9-3	Black Dia. Est. Un 10	8472	33	216	216	216
9-3	Black Dia. Est. Un 11	8567	25	216	216	216
9-3	Dallas Ranch Un 1	7380	58	95	95	95
9-3	Dallas Ranch Un 2	7859	50	95	95	95
9-3	Dallas Ranch Un 3	7860	34	95	95	95
9-3	Dallas Ranch Un 4	7198	138	95	95	95
9-3	Dallas Ranch Un 5	7376	122	95	95	95
9-3	Dallas Ranch Un 6	7966	45	95	95	95
9-3	Dallas Ranch Un 7	7377	187	139	139	139
9-3	Dallas Ranch Un 8	7378	54	139	139	139
9-3	Dallas Ranch Un 9	8107	34	139	139	139
9-3	Dallas Ranch Un 10	8108	63	139	139	139
9-3	Dallas Ranch Un 11	8109	120	93	93	93
9-3	Diamond Ridge Un 1	7317	179	8	8	8
9-3	Diamond Ridge Un 2	7536	86	8	8	8
9-3	Diamond Ridge Un 3	7537	41	95	95	95
9-3	Diamond Ridge Un 4	7627	35	8	8	8
9-3	Sandhill I	8247	75	139	139	139
9-3	Sandhill II	8410	104	139	139	139

Total: 1,953 215,669



**Table 21**  
**COST ESTIMATE -- 2024/2025**  
**District 9, Zone 4 -- Lone Tree Way District**

The following schedule shows the allocation of costs to be spread to this District/Zone (251-4514)

		Base Rate Benefit Units 435	
		District Need	Assessments Applied
<b>MAINTENANCE AND SERVICES:</b>		<b>Total Cost</b>	
Parks	\$37,082	\$37,082	\$0
Arterial Medians and Roadside	\$29,249	\$10,593	\$18,656
Local Landscaping, Trails, Open Space	\$63,814	\$0	\$63,814
Administration	\$8,880	\$0	\$8,880
<b>SUBTOTAL:</b>	<b>\$139,025</b>	<b>\$47,675</b>	<b>\$91,350</b>
435 Parcels Assessed at \$210.00 per unit =			\$91,350
<b>TOTAL ASSESSED:</b>			<b>\$91,350</b>
Ending FY23/24 Fund Balance (Estimated):			\$48,072
<b>GENERAL FUND PORTION OF MAINTENANCE COST:</b>			<b>\$0</b>

***District/Zone Benefits:***

Park: Heidorn  
 Arterial: Lone Tree Way, Hillcrest Avenue  
 Roadway Landscaping: Vista Grande Drive and cul-de-sac bulbs  
 Miscellaneous: Open space and trails

Table 21A District 9, Zone 4 Base Assessment Allocation						
Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 23-24 Assmnt	FY24-25 Assessment
9-4	Meadow Crk. Village 1	7862	55	216	175	210
9-4	Meadow Crk. Village 2	7947	77	216	175	210
9-4	Meadow Crk. Village 3	7967	108	216	175	210
9-4	Meadow Crk. Village 4	7971	98	216	175	210
9-5	Meadow Crk. Village 5	7897	97	216	175	210
Total:			435			91,350

Table 22  
COST ESTIMATE -- 2024/2025  
District 10, Zone 1 -- East Lone Tree Way District

The following schedule shows the allocation of costs to be spread to this District/Zone (259-4591)

		Base Rate Benefit Units 1,156.5	
		District Need	Assessments Applied
<b>MAINTENANCE AND SERVICES:</b>		<b>Total Cost</b>	
Parks	\$147,309	\$147,309	\$0
Arterial Medians and Roadside	\$40,564	\$1,732	\$38,832
Local Landscaping, Trails, Open Space	\$205,394	\$0	\$205,394
Channel Maintenance	\$60,000	\$0	\$60,000
Administration	\$25,869	\$0	\$25,869
<b>SUBTOTAL:</b>	<b>\$479,136</b>	<b>\$149,041</b>	<b>\$330,095</b>
958 Parcels Assessed at	\$303.00 per unit =		\$290,274
152 Multi Family Res	\$215.00 per unit =		\$32,680
12.6 Comm. Parcel	\$182.00 per unit =		\$2,293
33.9 Bus. Park parcel	\$143.00 per unit =		\$4,848
<b>TOTAL ASSESSED:</b>			<b>\$330,095</b>
Ending FY23/24 Fund Balance (Estimated):			\$150,729
<b>GENERAL FUND PORTION OF MAINTENANCE COST:</b>			<b>\$0</b>

**District/Zone Benefits:**

Park: Julpun

Arterial: Lone Tree Way

Roadway Landscaping: Country Hills Drive, Canada Valley Road, Vista Grande, and cul de sacs

Miscellaneous: Open space and trails

Table 22A District 10 Base Assessment Allocation						
Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 23-24 Assmnt	FY24-25 Assessment
10-1	Sand Creek Ranch 1	8114	57	612.05	278	303
10-1	Sand Creek Ranch 2	8958	27	612.05	278	303
10-1	Sand Creek Ranch 4	8640	97	612.05	278	303
10-1	Sand Creek Ranch 5	8885	42	612.05	278	303
10-1	Sand Creek Ranch 6	8886	31	612.05	278	303
10-1	Sand Creek Ranch 7	8948	52	612.05	278	303
10-1	Sand Creek Ranch 8	8951	156	612.05	278	303
10-1	Park Ridge 1	8846	90	612.05	278	303
10-1	Park Ridge 2	9485	58	612.05	278	303
10-1	Park Ridge 3	9517	66	612.05	278	303
10-1	Park Ridge 4	9490	58	612.05	278	303
10-1	Park Ridge 5	9578	103	612.05	278	303
10-2	Park Ridge 6	9563	60	612.05	-	303
10-3	Park Ridge 7	9564	61	612.05	-	303
10-1	Multi-Family Apts	-	152	427.49	190	215
10-1	Commercial parcel	-	12.6	354.92	157	182
10-1	Business Park	-	33.9	276.05	118	143
Total:			1156.5			330,095

Table 23

## Summary of Costs, Benefits and Assessments by Zone -- Fiscal Year 2024/2025

District/ Zone	Benefit Units	Ending Bal FY23/24	Est. Cost of Maintenance	Estimated Assessments	Zone Deficit	Assessment per BU
1-1	1,681	\$7,220	\$664,008	\$275,063	(\$381,725)	\$58 to \$216
1-2	3,237	\$7,648	\$815,391	\$363,226	(\$444,517)	\$27 to \$216
1-4	1,607	\$43,545	\$537,770	\$185,821	(\$308,404)	\$23 to \$216
2A-1	0	\$0	\$160,702	\$0	(\$160,702)	\$0
2A-2	0	\$0	\$103,169	\$0	(\$103,169)	\$0
2A-3	624	\$14,703	\$216,945	\$74,068	(\$128,174)	\$22 to \$216
2A-4	337	\$7,245	\$435,889	\$12,916	(\$415,728)	\$16 to \$60
2A-5	13	\$7,961	\$298,875	\$1,492	(\$289,422)	\$104 to \$139
2A-6	274	\$13,302	\$396,980	\$28,582	(\$355,096)	\$57 to \$139
2A-7	0	\$0	\$50,073	\$0	(\$50,073)	\$0
2A-8	426	\$43,983	\$486,462	\$74,766	(\$367,713)	\$58 to \$216
2A-9	1,379	\$33,839	\$317,817	\$115,992	(\$167,986)	\$36 to \$144
2A-10	295	\$114,574	\$154,624	\$95,580	\$0	\$324
4-1	0	\$97,069	\$197,817	\$0	(\$100,748)	\$0
5-1	560	\$57,248	\$182,805	\$108,922	(\$16,635)	\$190 to \$216
9-1	1,200	\$84,425	\$315,975	\$148,000	(\$83,550)	\$108 to \$140
9-2	2,024	\$11,765	\$496,498	\$197,162	(\$287,571)	\$39 to \$216
9-3	1,953	(\$6,004)	\$517,771	\$215,669	(\$308,106)	\$8 to \$216
9-4	435	\$48,072	\$139,025	\$91,350	\$0	\$210
10-1	1,156.5	\$150,729	\$479,136	\$330,095	\$0	\$143 to \$303
Totals		\$737,325	\$6,967,732	\$2,318,704	(\$3,969,318)	



## V. ASSESSMENT METHODS

Proposition 218 provides that assessments imposed by petition signed by persons owning all of the parcels subject to assessment are exempt from the requirements of Prop. 218 insofar as the amount of such assessments are not increased over the amount in effect at the time of the petition. These assessments are known as the "base amount" or "base assessments".

A large number of parcels fall within this situation and have base assessments in place. Those parcels are the subjects of this Engineer's Report. The base assessment amounts vary, depending upon when the petition was filed with the City and the scope of improvements in place at the time that were being maintained by assessment. In preparing this Report, the Engineer determined the maximum base assessment that is assessable against each parcel, the improvements that are being maintained within the benefit zone, the cost of maintaining the improvements, and the total amount generated by the relevant base assessments. In instances where the cost of maintaining the improvements is less than the maximum assessable amount, the base assessments were proportionally reduced.

The assessment method suggested was to increase assessments to the maximum base rates over a 3-year period beginning in Fiscal Year 2003-04. The final increment was reached in FY 2005-06. Allocation of assessments has been applied first to administration costs; followed by local landscaping, trails, and open space; and finally arterials medians and roadside landscaping. Park costs continue to be shown; however, they also are shown as being paid by those districts and zones that can afford it. Remaining costs are shown as a contribution from the General Fund.

## VI. SUMMARY OF ASSESSMENTS

The methods described in Section V are applied to estimate the benefits received by each assessable parcel, in every District and benefit zone, from the improvements described in this report.

Table 23, Summary of Costs, Benefits and Assessments by Zone, presents a summary of assessments for each District and benefit zone.

## VII. ASSESSMENT ROLL

The Assessment Roll is a listing of all assessable parcels of land within the District. Because of its large size, the Assessment Roll is presented under separate cover and is incorporated by reference into this report. The Assessment Roll can be inspected at the office of the City Engineer during regular working hours.

The Assessment Roll lists each parcel in the District by its distinctive designation, the Assessor's Parcel Number, and includes the Assessment amount for each parcel.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular meeting of July 23<sup>rd</sup>, 2024

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

**PREPARED BY:** Bret Alexander Sweet, Economic Development Program Manager *BAS*

**SUBMITTED BY:** Kwame P. Reed, Acting City Manager *KPR*

**SUBJECT:** California Assembly Bill (AB) 844: Green Empowerment Zone

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution continuing the City of Antioch's participation in the Green Empowerment Zone and renewing the representative who shall serve a two (2) year term.

### **FISCAL IMPACT**

None at this time. The members of the board of directors shall serve without compensation.

### **DISCUSSION**

California State Assemblymember Tim Grayson authored AB 844, signed into law on September 28, 2021. AB 844 shall remain in effect until January 1, 2028 as Chapter 34, Division 7 of Title 1 of the Government Code.

AB 844 established the Green Empowerment Zone ("Zone") for the Northern Waterfront area of Contra Costa County. The Zone includes the cities of Antioch, Benicia, Brentwood, Concord, Hercules, Martinez, Oakley, Pittsburg, Vallejo and the unincorporated portion of Contra Costa County north of CA State Highway 4. The intent of the Zone is to prioritize access to tax incentives, grants, loan programs, workforce training programs, and private sector investment in the renewable energy sector.

AB 844 defines the governing structure as a 40-member board of directors with seven stakeholder groups serving as voting directors. The stakeholder groups and number of voting representatives allocated to each are as follows:

1. Local government - 10
2. Large employers - 5
3. State government - 5
4. Small business & economic development - 5
5. Universities, laboratories & foundations with green energy expertise – 5
6. private sector organized labor organizations – 5

## 7. Workforce development, public & private educational entities - 5

Each city and the county shall select one representative who serves a two-year term on the board of directors. An executive board of directors shall also be established that consists of the chair, two deputy chairs and up to seven members of the board of directors.

The duties of the Zone are:

1. To identify projects and programs that best utilize public dollars and most quickly improve the economic vitality of the clean energy economy in a coordinated manner.
2. To work with members of the state's congressional delegation and federal officials to gain critical federal support.
3. To partner with research and educational institutions and private foundations in support of studies of interest and importance to the energy industry in the Northern Waterfront area of the County of Contra Costa.
4. To review state policies and regulations to ensure they are fair and appropriate and determine whether alternative approaches can accomplish goals in less costly ways.
5. To make recommendations to the Governor that improve the economic well-being of the region and the quality of life of residents.
6. To create and maintain a website that is managed and updated by an entity designated by the board of directors.

At this time, staff requests staff requests requests that the Antioch City Council consider the City's intent to participate in the Zone and select an elected official as a representative to serve on the board of directors. At this time, staff requests that the Antioch City Council consider the City's intent to participate in the Zone and select an elected official as a representative to serve on the board of directors. Currently Mayor Lamar Hernandez-Thorpe serves as the City of Antioch's representative.

### **ATTACHMENTS**

- A. Resolution
- B. Legislative Counsel's Digest for Assembly Bill No. 844

**RESOLUTION NO. 2024/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
CONFIRMING THE CITY'S INTENTION TO CONTINUE PARTICIPATION IN THE  
GREEN EMPOWERMENT ZONE ("ZONE") AND APPOINTING [\*\*] TO THE GREEN  
EMPOWERMENT ZONE BOARD OF DIRECTORS FOR A TWO-YEAR TERM**

**WHEREAS**, Assembly Bill (AB) 844 established the Green Empowerment Zone ("Zone") for the Northern Waterfront area of Contra Costa County;

**WHEREAS**, the intent of the Zone is to prioritize access to tax incentives, grants, loan programs, workforce training programs, and private sector investment in the renewable energy sector;

**WHEREAS**, the Zone includes the cities of Antioch, Benicia, Brentwood, Concord, Hercules, Martinez, Oakley, Pittsburg, Vallejo and the unincorporated portion of Contra Costa County north of CA State Highway 4;

**WHEREAS**, at this time the State of California requires affirmative action on the part of the City of Antioch to confirm its participation and interest in the Zone; and

**WHEREAS**, AB 844 defines the Zone's governing structure as a 40 member board of directors with seven stakeholder entities serving as voting directors, the largest of which is the local government stakeholder group;

**WHEREAS**, there is currently one (1) full-term 2 year vacancy on the Green Empowerment Zone Board of Directors;

**WHEREAS**, Antioch Municipal Code Section 2-5.201 requires that the Mayor nominate candidates for membership on all boards and commissions and requires that the City Council approve, by a majority vote, the appointment of said nominee; and

**WHEREAS**, [\*\*] was nominated to one (1) full-term vacancy on the Green Empowerment Zone board of directors.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby confirms its interest in participating in the Zone, approves the nomination of [TBD] to the (1) one full-term vacancy and appoints them to serve on the Green Empowerment Zone board of directors as a City of Antioch local government representative.

\* \* \* \* \*

**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 23rd day of July 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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



## **Assembly Bill No. 844**

### **CHAPTER 377**

An act to add and repeal Chapter 34 (commencing with Section 7599.100) of Division 7 of Title 1 of the Government Code, relating to local government.

[Approved by Governor September 28, 2021. Filed with  
Secretary of State September 28, 2021.]

#### **LEGISLATIVE COUNSEL'S DIGEST**

AB 844, Grayson. Green Empowerment Zone for the Northern Waterfront area of the County of Contra Costa.

Existing law establishes procedures for the formation of infrastructure financing districts, enhanced infrastructure financing districts, infrastructure and revitalization financing districts, community revitalization and investment authorities, and public-private partnerships, as specified, to undertake various economic development projects, including financing public facilities and infrastructure, affordable housing, and economic revitalization.

This bill, until January 1, 2028, would authorize establishment of a Green Empowerment Zone for the Northern Waterfront area of the County of Contra Costa. The bill would authorize the Green Empowerment Zone to be composed of specified cities, upon adoption of a resolution by the city or county, and would provide for the Green Empowerment Zone to be governed by a board of directors. The bill would task the Green Empowerment Zone with various duties, including, among other things, identification of projects and programs that will best utilize public dollars and improve the economic vitality of the Northern Waterfront area of the County of Contra Costa in a coordinated effort to support the development of the clean energy economy.

The bill would require the Green Empowerment Zone to create and maintain an internet website that is managed and updated by an entity designated by the board of directors, produce a report each year that includes recommendations for action by the Legislature and the progress of the zone, and post the report on its internet website, as specified.

This bill would make legislative findings and declarations as to the necessity of a special statute for the County of Contra Costa

*The people of the State of California do enact as follows:*

SECTION 1. Chapter 34 (commencing with Section 7599.100) is added to Division 7 of Title 1 of the Government Code, to read:

CHAPTER 34. GREEN EMPOWERMENT ZONE FOR THE NORTHERN  
WATERFRONT AREA OF THE COUNTY OF CONTRA COSTA

7599.100. (a) A Green Empowerment Zone for the Northern Waterfront area of the County of Contra Costa may be established. The geography of the zone shall extend to the territories of the cities listed in subdivision (c) and the unincorporated areas of the County of Contra Costa north of State Highway 4. The board of directors may, by majority vote, change the geography of the Green Empowerment Zone.

(b) The purpose of the Green Empowerment Zone is to build upon the comparative advantage provided by the regional concentration of highly skilled energy industry workers by prioritizing access to tax incentives, grants, loan programs, workforce training programs, and private sector investment in the renewable energy sector.

(c) The Green Empowerment Zone may include all of the following cities and the county upon the adoption of a resolution by the legislative body of each city and county that states the intent of the city or county to participate in the Green Empowerment Zone:

- (1) The City of Antioch.
- (2) The City of Benicia.
- (3) The City of Brentwood.
- (4) The City of Concord.
- (5) The City of Hercules.
- (6) The City of Martinez.
- (7) The City of Oakley.
- (8) The City of Pittsburg.
- (9) The City of Vallejo.
- (10) The County of Contra Costa.

(d) The board of directors may vote to include additional jurisdictions in the membership of the Green Empowerment Zone.

7599.101. (a) The Green Empowerment Zone shall be governed by a board of directors.

(b) The Green Empowerment Zone shall be comprised of representatives from seven stakeholder groups who shall serve as voting directors, as follows:

(1) Ten local government directors, one from each of the cities and the county set forth in subdivision (c) of Section 7599.100 that have adopted a resolution expressing its intent to participate in the Green Empowerment Zone. Each city and county shall select one representative who shall serve a two-year term.

(2) Five large employer directors, located within one or more cities or the county listed in subdivision (c) of Section 7599.100. Each of the five largest private employers in the fields of energy or manufacturing within the area of the Green Empowerment Zone shall select a representative who will serve a two-year term. Employer size shall be based upon data from the local workforce board.

(3) (A) Four state government directors who each shall be a resident of one of the cities or the county listed in subdivision (c) of Section 7599.100, and who also serve on one of the following state agencies or commissions:

- (i) The State Air Resources Board.
- (ii) The California Transportation Commission.
- (iii) The California Workforce Development Board.
- (iv) The California Energy Commission.

(B) Each board or commission shall select a representative to the Green Empowerment Zone who shall serve a two-year term.

(C) If the board is unable to identify a sufficient number of individuals who meet the residential and service qualifications for membership as a state government representative described in subparagraph (A), it may waive either or both by a majority vote.

(4) Five small business and economic development directors who shall represent existing economic and business development organizations that serve the cities or the county listed in subdivision (c) of Section 7599.100. These small business and economic development representatives shall be nominated by the Association of Bay Area Governments and confirmed by the board to serve two-year terms.

(5) Five directors from universities, laboratories, and foundations with specialized expertise and knowledge of green energy who shall, upon agreement by the regents, be nominated by the Office of the President of the University of California and confirmed by the board. These university, laboratory, and foundation representatives shall serve two-year terms.

(6) Five directors representing the five largest private sector organized labor organizations whose membership works in the cities and the county listed in subdivision (c) of Section 7599.100. Each union shall select its own representative to the Green Empowerment Zone board who shall each serve a two-year term.

(7) Five directors representing workforce development and public and private educational entities that serve cities or the county listed in subdivision (c) of Section 7599.100, at least one of whom shall be a representative from the California State University and at least one of whom shall be a representative from the California Community Colleges. These workforce development and education representatives shall be nominated by the Association of Bay Area Governments and confirmed by the board to serve two-year terms.

(8) Confirmation of a nominee for membership on the board of directors shall be by majority vote of the sitting members of the board.

(c) Every Member of the Legislature and of the United States Congress that represents a city listed in subdivision (c) of Section 7599.100 shall be ex officio voting members of the board of directors.

(d) A board chair and two deputy chairs shall be selected by a majority vote of the board. The chair and deputy chairs shall serve two-year terms. An individual may serve as chair or deputy chair more than once, however, they shall not serve consecutive terms. The chair and deputy chairs shall be chosen from among the following:

(1) One member shall be a Member of the Legislature who represents one or more of the cities or the county listed in subdivision (c) of Section 7599.100.

(2) One member shall be a representative from a local agency in a city or county listed in subdivision (c) of Section 7599.100.

(3) One member shall be a representative whose residence and place of employment is within one or more of the cities or the county listed in subdivision (c) of Section 7599.100.

(e) The Green Empowerment Zone shall also have an executive board comprised of the chair, deputy chairs, and up to seven members of the board of directors selected by a majority vote of the board of directors.

(f) The members of the board of directors shall serve without compensation.

(g) A member of the board of directors, including the chair, shall, upon identifying a conflict of interest, or a potential conflict of interest, regarding a matter before the board of directors of the Green Empowerment Zone, immediately and before consideration of the matter, do all of the following:

(1) Provide written notice to the chair regarding the interest that gives rise to the conflict of interest or potential conflict of interest. In the case of the chair, written notice shall be given to one of the deputy chairs.

(2) Recuse themselves from discussing or voting on the matter.

(3) Leave the meeting room until after discussion, vote, and any other consideration of disposition of the matter is concluded.

(h) A member of the board of directors shall not use the name of the Green Empowerment Zone on any letterhead, business code, or identification badge unless the person has been authorized to do so by the board of directors.

7599.102. The Green Empowerment Zone shall have the following duties:

(a) Identification of projects and programs that will best utilize public dollars and most quickly improve the economic vitality of the Northern Waterfront area of the County of Contra Costa, especially those that leverage federal, state, local, and private sector resources in a coordinated effort to support the development of the clean energy economy.

(b) Work with members of the state's congressional delegation and federal official, including any relevant federal interagency task force, to gain federal support for projects identified by the zone as critical to the region's energy economy.

(c) Partner with the University of California, the California State University, community colleges, and the state's other research and educational institutions, as well as private foundations, to provide guidance, advice, and encouragement in support of studies of particular interest and importance to the energy industry in the Northern Waterfront area of the County of Contra Costa.

(d) Review state policies and regulations to ensure they are fair and appropriate for the state's diverse geographic regions, including the Northern

Waterfront area of the County of Contra Costa, and determine whether alternative approaches can accomplish goals in less costly ways.

(e) Make recommendations to the Governor that would improve the economic well-being of the region and the quality of life of its residents.

(f) Create and maintain an internet website that is managed and updated by an entity designated by the board of directors.

7599.103. (a) The board shall appoint a steering committee that, on or before January 1, 2023, shall develop metrics that shall be reported to the Legislature and state departments and agencies gauging the progress of the zone that shall include, but not be limited to, all of the following:

(1) The number of jobs gained and lost in each sector of the economy.

(2) The average wage of the jobs gained in each sector of the economy.

(3) The number and types of grants solicited and received by, or on behalf of, the zone.

(4) The type and amount of workforce training conducted in the zone, by whom it was provided, and the amount of capital investment attached to provision of that training.

(b) Commencing on January 1, 2023, and on or before January 1 of each year thereafter, the Green Empowerment Zone shall post the report described in subdivision (a) on its internet website and submit a letter to the Legislature informing the Legislature that the report has been posted.

7599.104. This chapter shall remain in effect only until January 1, 2028, and as of that date is repealed.

SEC. 2. The Legislature finds and declares that a special statute is necessary and that a general statute cannot be made applicable within the meaning of Section 16 of Article IV of the California Constitution because of the unique circumstances and challenges relating to economic development in the County of Contra Costa.



**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of July 23, 2024

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

**SUBMITTED BY:** Kevin W. Kundinger, Assistant City Attorney

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

**SUBJECT:** KWMA Collective: Review and Possible Recommendation  
Regarding Proposed Change in Ownership

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**RECOMMENDED ACTION**

It is recommended that the City Council consider adopting a resolution ("Attachment A") to approve KWMA Collective's proposed change in ownership.

**FISCAL IMPACT**

The proposed action should have no effect on the City budget.

**DISCUSSION**

KWMA Collective, LLC is located at 2101 W. 10<sup>th</sup> Street, Suites E and F. City staff has recently become aware that KWMA Collective has changed its partners such that Demeter GM, Inc., an entity formed in February 2023, now owns 75% of the shares of KWMA Collective. The Change of Ownership Documents are attached as Attachment B for reference.

At the October 27, 2023 special meeting of the Cannabis Standing Committee, Committee Chair Wilson, on a motion seconded by Committee Member Torres-Walker, the Cannabis Standing Committee unanimously directed staff to forward the change of ownership to the City Council for review and approval. The minutes from that meeting are attached as Attachment C for reference.

The City's operating agreement with KWMA Collective, LLC limits KWMA Collective's ability to assign their operating agreement to another business. Assignment includes any change in ownership, including a change in partners, of the business. Assignment is not allowed without Council approval at a duly noticed public meeting pursuant to Section 13 of the operating agreement. The purpose of this provision is to make sure that an assignment does not occur without the City having the opportunity to review the proposed assignee's knowledge, experience, expertise, and financial stability as relating

to cannabis businesses. The current Operating Agreement is attached as Attachment D for reference.

Nancy Zhu, on behalf of KWMA Collective, has informed the City:

- She is the owner and sole shareholder of Demeter GM, Inc. (See Demeter GM, Inc. First Meeting Minutes attached as Attachment E)
- She is now the Chief Financial Officer of KWMA Collective.
- Her husband, Guangming Zhang, is now the Chief Executive Officer of KWMA Collective.

KWMA Collective, LLC has indicated that there's a change in ownership of its limited liability company. While an LLC continues in name to own KWMA Collective, a new entity now controls 75% of the LLC. The operating agreement (Section 13) requires this type of transfer of ownership to be approved by the City Council. Without such approval, the transfer is invalid or violative of the operating agreement. Staff recommends the City Council review this change of ownership and determine whether to approve it.

#### **ATTACHMENTS**

- A. Resolution
- B. KWMA Collective Change of Ownership Documents
- C. Minutes from October 27, 2023 Cannabis Standing Committee Special Meeting
- D. KWMA Operating Agreement
- E. Demeter GM, Inc. First Meeting Minutes

## **Attachment A**

### **RESOLUTION NO. 2024/\*\***

#### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A CHANGE IN OWNERSHIP FOR KWMA COLLECTIVE, LLC.**

**WHEREAS**, on December 14, 2021, by Resolution No. 2021/196, the City Council approved Cannabis Business Use Permit no. 21-16 for KWMA Collective, LLC;

**WHEREAS**, on May 24, 2022, by Resolution No. 2022/96, the City Council approved the Operating Agreement for KWMA Collective, LLC (“Operating Agreement”);

**WHEREAS**, KWMA Collective, LLC has indicated a change in ownership of its limited liability company;

**WHEREAS**, an LLC continues in name to own KWMA Collective, a new entity, Demeter, Inc., now controls 75% of the LLC;

**WHEREAS**, Section 13 of the Operating Agreement requires this type of transfer of ownership to be approved by the City Council;

**WHEREAS**, without City Council approval, the transfer of ownership violates the terms of the Operating Agreement;

**WHEREAS**, the City Council has considered KWMA Collective, LLC’s experience in the cannabis industry and its financial stability;

**WHEREAS**, the City Council has received public comment on this matter at its July 23, 2024, regular meeting;

**WHEREAS**, the City Council has considered KWMA Collective LLC’s request for approval of its change of ownership and the potential benefits to the Antioch community by providing additional funding for programs to address community needs within Antioch.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby approves KWMA Collective, LLC’s change of ownership and recognizes Demeter GM, Inc., which is wholly owned by Nancy Zhu, as the [majority/sole shareholder] of KWMA Collective, LLC currently owning 75 percent of the shares.

## Attachment A

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 23<sup>rd</sup> day of July, 2024 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

## EXHIBIT B

KWMA COLLECTIVE LLC.  
2101 W 10<sup>TH</sup> ST, STE F  
ANTIOCH, CA 94509

### CHANGE OF OWNERSHIP

LICENSEE NAME: KWMA COLLECTIVE LLC  
LICENSE NUMBER: CCL22-0000450  
LICENSE EXPIRATION DATE: 11/29/2023

#### ORIGINAL OWNERS – PERCENTAGE OWNERSHIP OF KWMA COLLECTIVE LLC

Lin, Guang Hui (DL E2114976) – 25%

Liang, Sun (DL B9947891) – 30%

Lin, Pei Yu (DL Y3068178) – 15%

Xie, Wei Sheng (DL D1487210) – 10%

Yu, Xianmei (DL E2952406) – 10%

Liang, Jiexin (DL F5614701) – 10%

#### NEW OWNERS – PERCENTAGE OWNERSHIP OF KWMA COLLECTIVE LLC

Lin, Guang Hui (DL E2114976) – 25%

**Demeter GM Inc. – 75%**

Dear DCC,

I, Jiexin Liang am reporting the transfer of all my shareholdings (10%) of the KWMA COLLECTIVE LLC to **Demeter GM Inc.** I have relinquished all my control and interest in the LLC, we look for your help to the ownership transferring on the state licensing.

Sincerely yours,

*Jiexin Liang*



KWMA COLLECTIVE LLC.  
2101 W 10<sup>TH</sup> ST, STE F  
ANTIOCH, CA 94509

## CHANGE OF OWNERSHIP

LICENSEE NAME: KWMA COLLECTIVE LLC  
LICENSE NUMBER: CCL22-0000450  
LICENSE EXPIRATION DATE: 11/29/2023

### ORIGINAL OWNERS – PERCENTAGE OWNERSHIP OF KWMA COLLECTIVE LLC

Lin, Guang Hui (DL E2114976) – 25%

Liang, Sun (DL B9947891) – 30%

Lin, Pei Yu (DL Y3068178) – 15%

Xie, Wei Sheng (DL D1487210) – 10%

Yu, Xianmei (DL E2952406) – 10%

Liang, Jiexin (DL F5614701) – 10%

### NEW OWNERS – PERCENTAGE OWNERSHIP OF KWMA COLLECTIVE LLC

Lin, Guang Hui (DL E2114976) – 25%

**Demeter GM Inc. – 75%**

Dear DCC,

I, Pei Yu Lin am reporting the transfer of all my shareholdings ( 15% ) of the KWMA COLLECTIVE LLC to **Demeter GM Inc.** I have relinquished all my control and interest in the LLC, we look for your help to the ownership transferring on the state licensing.

Sincerely yours,



KWMA COLLECTIVE LLC.  
2101 W 10<sup>TH</sup> ST, STE F  
ANTIOCH, CA 94509

**CHANGE OF OWNERSHIP,**

LICENSEE NAME: KWMA COLLECTIVE LLC  
LICENSE NUMBER: CCL22-0000450  
LICENSE EXPIRATION DATE: 11/29/2023

**ORIGINAL OWNERS – PERCENTAGE OWNERSHIP OF KWMA COLLECTIVE LLC**

Lin, Guang Hui (DL E2114976) – 25%

Liang, Sun (DL B9947891) – 30%

Lin, Pei Yu (DL Y3068178) – 15%

Xie, Wei Sheng (DL D1487210) – 10%

Yu, Xianmei (DL E2952406) – 10%

Liang, Jiexin (DL F5614701) – 10%

**NEW OWNERS – PERCENTAGE OWNERSHIP OF KWMA COLLECTIVE LLC**

Lin, Guang Hui (DL E2114976) – 25%

**Demeter GM Inc. – 75%**

Dear DCC,

I, Xianmei Yu am reporting the transfer of all my shareholdings (10%) of the KWMA COLLECTIVE LLC to **Demeter GM Inc.** I have relinquished all my control and interest in the LLC, we look for your help to the ownership transferring on the state licensing.

Sincerely yours,

*Xian Mei Yu*

KWMA COLLECTIVE LLC.  
2101 W 10<sup>TH</sup> ST, STE F  
ANTIOCH, CA 94509

## CHANGE OF OWNERSHIP

LICENSEE NAME: KWMA COLLECTIVE LLC  
LICENSE NUMBER: CCL22-0000450  
LICENSE EXPIRATION DATE: 11/29/2023

### ORIGINAL OWNERS – PERCENTAGE OWNERSHIP OF KWMA COLLECTIVE LLC

Lin, Guang Hui (DL E2114976) – 25%  
Liang, Sun (DL B9947891) – 30%  
Lin, Pei Yu (DL Y3068178) – 15%  
Xie, Wei Sheng (DL D1487210) – 10%  
Yu, Xianmei (DL E2952406) – 10%  
Liang, Jiexin (DL F5614701) – 10%

### NEW OWNERS – PERCENTAGE OWNERSHIP OF KWMA COLLECTIVE LLC

Lin, Guang Hui (DL E2114976) – 25%  
**Demeter GM Inc. – 75%**

Dear DCC,

I, Wei Sheng Xie am reporting the transfer of all my shareholdings (10%) of the KWMA COLLECTIVE LLC to **Demeter GM Inc.** I have relinquished all my control and interest in the LLC, we look for your help to the ownership transferring on the state licensing.

Sincerely yours,



KWMA COLLECTIVE LLC.  
2101 W 10<sup>TH</sup> ST, STE F  
ANTIOCH, CA 94509

## CHANGE OF OWNERSHIP

LICENSEE NAME: KWMA COLLECTIVE LLC  
LICENSE NUMBER: CCL22-0000450  
LICENSE EXPIRATION DATE: 11/29/2023

### ORIGINAL OWNERS – PERCENTAGE OWNERSHIP OF KWMA COLLECTIVE LLC

Lin, Guang Hui (DL E2114976) – 25%  
Liang, Sun (DL B9947891) – 30%  
Lin, Pei Yu (DL Y3068178) – 15%  
Xie, Wei Sheng (DL D1487210) – 10%  
Yu, Xianmei (DL E2952406) – 10%  
Liang, Jiexin (DL F5614701) – 10%

### NEW OWNERS – PERCENTAGE OWNERSHIP OF KWMA COLLECTIVE LLC

Lin, Guang Hui (DL E2114976) – 25%  
**Demeter GM Inc. – 75%**

Dear DCC,

I, LIANG SUN am reporting the transfer of all my shareholdings (30%) of the KWMA COLLECTIVE LLC to **Demeter GM Inc.** I have relinquished all my control and interest in the LLC, we look for your help to the ownership transferring on the state licensing.

Sincerely yours,



## CANNABIS STANDING COMMITTEE

**Special Meeting**  
**3:00 P.M.**

**October 27, 2023**  
**Council Chambers**

### ROLL CALL

Council Member/Committee Chair Wilson called the meeting to order at 3:00 P.M. and Acting City Clerk Rosales called the roll.

Present: Council Member/Committee Chair Wilson and Council/Committee Member Torres-Walker

Staff: City Attorney, Thomas Lloyd Smith  
Outside Legal Counsel, Ruthann Ziegler  
Administrative Analyst, Vanessa Rosales  
Minutes Clerk, Kitty Eiden

**INTRODUCTIONS – None**

### CONSENT AGENDA

#### **A. APPROVAL OF CANNABIS STANDING COMMITTEE SPECIAL MEETING MINUTES FOR APRIL 20, 2023**

Jose Anquiano encouraged the Committee appoint a Cannabis Czar to provide oversight of Cannabis businesses in Antioch.

On motion by Council/Committee Member Torres-Walker, seconded by Council Member/Committee Chair Wilson the Cannabis Standing Committee members unanimously approved the meeting minutes for April 20, 2023.

#### **1. KWMA COLLECTIVE - PROPOSED TRANSFER OF OWNERSHIP**

Outside Legal Counsel Ziegler presented the staff report dated October 27, 2023, recommending the Cannabis Standing Committee recommend approval to the City Council.

##### **A. Public Comment**

Nancy Zhu, Owner of Demeter GM, Inc. reported they had purchased 75% of KWMA Collective. She discussed her business in Oakland and noted they wanted to run a successful indoor cannabis business in Antioch.

Jose Anquiano questioned if the owner was within the confines of California.

##### **B. Discussion and direction to staff**



Outside Legal Counsel Ziegler clarified that KWMA Collective and Demeter GM, Inc. were recognized by the California Secretary of State, and they had the appropriate filings. She explained that Demeter GM Inc. had purchased 75% ownership of KWMA Collective.

In response to Councilmember Wilson, Outside Legal Counsel Ziegler explained the City's Operating Agreement required change of ownership to come before Council for consideration and there were not similar restrictions on other businesses.

City Attorney Smith added there were security standards with cannabis businesses that did not exist for other businesses and identifying ownership was important.

Outside Legal Counsel Ziegler clarified that KWMA Collective had a Council approved use permit and Operating Agreement. She noted the business would contribute to equity and the city's general revenue.

On motion by Committee Chair Wilson, seconded by Committee Member Torres-Walker the Cannabis Standing Committee unanimously directed staff to forward the change of ownership to Council for review and approval.

## **2. ALLUVIUM/LEMMONADE – PROPOSED TRANSFER OF OWNERSHIP**

Outside Legal Counsel Ziegler presented the staff report dated October 27, 2023, recommending the Cannabis Standing Committee recommend approval to the City Council.

### **A. Public Comment**

Patti O'Brien stated she was the original applicant for Alluvium and explained they had always been the license holder as they had a dba under Lemmonade with an agreement with Cookies Enterprises. She clarified their partnership with Cookies Retail had not worked out, so she repurchased back all her shares from that corporation. She reported their operations continued to be streamlined and their insurance as well as Operating Agreement remained current. She commented that it was very common to see mergers and acquisitions in the cannabis industry.

### **B. Discussion and direction to staff**

Following discussion, the Cannabis Standing Committee agreed to forward this item to Council for review and approval.

On motion by Committee Member Torres-Walker, seconded by Committee Chair Wilson the Cannabis Standing Committee unanimously directed staff to forward the change of ownership to Council for review and approval.

## **3. SOCIAL EQUITY PROGRAM UPDATES**

Youth Services Network Coordinator Cabral presented the staff report dated October 27, 2023, recommending the Cannabis Standing Committee provide direction to staff on the Committee's preferred alternative.

**A. Public Comment – None**

**B. Discussion and Direction to Staff**

In response to Councilmember Wilson, Youth Services Network Coordinator Cabral explained that the application would be sent to all organizations and those that wanted to be eligible would apply by responding to the questionnaire. She stated there were several organizations outside of Antioch that had done a lot of work with AUSD, and this questionnaire would allow them to provide information on the work they had done to benefit the City.

Councilmember Torres-Walker commented that the biggest challenge was operators being responsible for identifying organizations when they had not been in the community to understand their impacts. She spoke in support of staff overseeing and distributing equity funds to organizations that best serve the city's goals.

In response to Councilmember Torres-Walker, Youth Services Network Coordinator Cabral stated oversight in other jurisdictions was between the operators and organizations receiving funds. She noted there was no capacity for the City to oversee the program without adding staff. She further noted a position to oversee and determine compliance of equity programs did not currently exist and it would be up to the Director and HR to develop a class specification for the position. She explained that currently if an organization did not receive funding from a cannabis business within the specified time, they had conversations with both parties to identify the issue.

City Attorney Smith added that in instances where there had been an issue between the non-profit and operator, they resolved quickly by conversing with both parties. He noted if the Committee wanted a more robust program, it would require another staff member who would make sure there were metrics and measurables for the non-profits.

Councilmember Torres-Walker stated she would like the financials from the cannabis industry and non-profit equity programs as well as a job description for the staff member to go to Council for discussion.

Councilmember Wilson agreed with Councilmember Torres-Walker and stated she would also like to see a breakdown of the hours currently spent on these tasks.

The Committee requested Director of Public Safety and Community Resources Johnson bring back full-time and part-time job descriptions including grant management and oversight of deliverables.

City Attorney Smith stated that initially the position could be part-time and then they could determine if it required a full-time position. He noted this staff member could resolve issues between operators and non-profits; however, if they needed assistance he could intervene. He

further noted they could verify non-profits were meeting goals, check in with operators to make sure they were pleased with the non-profits and determine if the City received what was expected. Additionally, they would also deliver presentations to Council and the Committee and seek out organizations that aligned directly with the City's goals.

Councilmember Torres-Walker stated she would like a part-time employee to oversee relationships between operators and non-profits and help identify non-profit organizations. She discussed the importance of the application process. She noted if they implemented grant management, she believed it would require a full-time employee. She further noted both options should be presented.

City Attorney Smith this item would come back to the Committee for review and discussion prior to being forwarded to the City Council.

Following discussion, the Cannabis Standing Committee consensus directed staff to bring back part-time and full-time positions with financials as soon as possible.

### **C. Public Comment - Continued**

Jose Anquiano discussed the contributions to Antioch from the cannabis industry and urged the City to consider implementing a local tax. He reported laws would be changing in January and the state would be charging more in the cannabis field at the retail level. He noted there was no tax on manufacturing and cultivation.

Patti O'Brien stated Antioch had a unique social equity program. She reported that she supported social equity and had incubated seven businesses in Oakland. She explained that those funds were allocated to people who were adversely affected by the war on drugs who wanted to be operators and did not have the funds. She explained cannabis business typically had a 24% tax bracket and that was why there was such a high turnover in ownership in the industry. She reported Lemmonade had given money to Opportunity Junction; however, if she had a choice as to where to put their funds, they would rather invest in city cleanup, homeless issues or a city fund allocated to operators who wanted to start a cannabis business.

### **A. Radix Growth, 300 G Street, Sommersville Dispensary**

In response to Director of Public Safety and Community Resources Johnson, the Committee directed staff to move forward with identifying non-profits to work with the dispensaries.

Councilmember Torres-Walker discussed the possibility of equity funds being allocated toward current programs in need of future funding.

### **D. Discussion and Direction to Staff**

Following discussion, the Cannabis Standing Committee directed staff to bring back a discussion on creating a program for people who wanted to become operators who had barriers to access.

## ADJOURNMENT

On motion by Council/Committee Member Torres Walker, seconded by Council/Committee Chair Wilson the Committee unanimously adjourned the meeting at 3:59 P.M.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

## EXHIBIT D

THIS DOCUMENT IS BEING RECORDED BY  
OLD REPUBLIC TITLE COMPANY AS AN  
ACCOMMODATION ONLY. NO EXAMINATION  
HAS BEEN MADE AS TO ITS CONTENTS OR  
AFFECT ON TITLE.



\* \$ R 0 0 0 0 7 9 9 1 8 9 \$ \*

Electronically Recorded  
CONTRA COSTA Co Recorder Office  
DEBORAH COOPER, Clerk-Recorder

**DOC - 2022-0128194**

Thursday, Aug 18, 2022 11:09



RECORDING REQUESTED BY,  
AND WHEN RECORDED, MAIL TO:

City of Antioch  
200 H Street  
Antioch, CA 94509  
Attn: City Clerk

Total Paid: No Fee

Receipt #: 202200104880

19 - eRecording Partners Network LLC

185 / MNPC / 1-26

Exempt from recording fee per Government Code §6103

### OPERATING AGREEMENT

This Operating Agreement ("**Agreement**") is entered into between the City of Antioch, a municipal corporation ("**City**") and KWMA Collective, LLC, a limited liability company ("**Operator**"), whose address is 2101 W. 10<sup>th</sup> Street, Suites E and F, Antioch, California 94509. City and Operator may be referenced herein as "**Party**" or collectively as "**Parties**."

### RECITALS

- A. Operator submitted an application for approval of a use permit and design review for a cannabis business, as further detailed herein.
- B. On December 14, 2021, by Resolution No. 2021/196, the City Council approved a Cannabis Business Use Permit to operate cannabis business UP 21-16 ("**CBUP**"). A copy of the CBUP is attached hereto as Exhibit A and incorporated herein. The CBUP relates to the Site, as described in Exhibit B, attached hereto and incorporated herein.
- C. One condition of the CBUP is that the City and Operator execute an Operating Agreement. This Agreement meets this requirement of the CBUP.
- D. On May 24, 2022, the City Council adopted Resolution No. 2022/96 approving this Agreement.

### AGREEMENT

- 1. **Recitals.** The Recitals set forth above are incorporated herein as if fully set forth in this Agreement.
- 2. **Definitions.** The following terms, when capitalized herein, shall have the meanings specified below.
  - a. **Agreement**—This Agreement between the City and Operator.
  - b. **Applicable Law**—All applicable federal, state, regional, and local statutes, regulations, and rules including the Uniform Building Code and other Uniform Codes, the California Environmental Quality Act, the City's ordinances, resolutions, rules, and regulations, as each statute, regulation,



regulation, rule, Code, ordinance, and resolution may be amended from time to time, excluding such federal law which may conflict with state or local laws authorizing cannabis businesses or operations.

c. Business Operations—The commercial cannabis business operated at the Site by Operator, its officers, officials, employees, agents, and consultants, as approved by the City Council in the CBUP, and as subject to the terms and conditions of this Agreement.

d. Cannabis—Both medical and non-medical cannabis as defined by Health & Safety Code section 11362.5 and Business and Professions Code sections 26000 *et seq.*

e. Cannabis Business Use Permit—the Cannabis Business Use Permit, attached hereto as Exhibit A, as approved by City Council Resolution No. 2021/196.

f. City—the City of Antioch, California.

g. City Attorney—the City Attorney of the City.

h. City Council—the City Council of the City.

i. City Manager—the City Manager of the City.

j. Operator—KWMA Collective, LLC.

k. Fees—All charges, expenses, costs, monetary exactions, and any other monetary obligations imposed on Operator by City, other than assessments or regular or special taxes, and not limited to fees paid pursuant to this Agreement.

l. Gross Receipts—The total of amounts actually received or receivables from sales and the total amounts actually received or receivable for the performance of any act or service for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale of materials, goods, wares, or merchandise. Gross receipts shall also include all receipts, cash, credits and property of any kind without deduction of the cost of the property sold, the costs of the materials used, labor or services costs, interest paid or payable, or losses or other expenses whatsoever. Excluded from "gross receipts" are the following:

- Cash discounts allowed and taken on sales
- Credit allowed on property accepted as part of the purchase price and which property may later be sold
- Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser
- Such part of the sale price of property returned by a purchaser upon rescission of the contract of sale as is refunded whether in cash or by credit
- Amounts collected for others where the business is acting as an agent or trustee to the extent that such amounts are paid to those for whom collected, provided the agent or trustee furnishes to the City the names and addresses of the others and the amounts paid to them
- Receipts of refundable deposits, except that refundable deposits forfeited and taken into income of the business are not excluded

The intent of this definition is to ensure that, in calculating payments to the City, all sales and revenue from the Business Operations are captured and, therefore, this definition shall be given the broadest possible definition consistent with this intent.

m. Major amendment—Any modification to this Agreement that makes a substantive change, modification, or deviation in the terms of this Agreement or any Exhibits hereto.

n. Minor amendment—Any modification to this Agreement that does not make a substantive change, modification, or deviation in the terms of this Agreement or any Exhibits hereto.

o. Police Chief—the Police Chief of the City.

p. Project—The Business Operations, Site Development, Odor and other Mitigation Plans, Security Plans, and all other terms and conditions applicable to Operator's Business Operations.

q. Site—The physical location of the Operator's Business Operations, as described in Exhibit B, attached hereto.

r. Square Footage under Cultivation—the actual amount of canopy (measured by the aggregate area of vegetative growth of live cannabis plants on the premises including the area occupied by vertically and horizontally stacked canopies) that is limited by the maximum amount a cannabis business is authorized to cultivate by this Agreement or the CBUP, without deducting for unutilized square footage.

s. State license(s)—the license(s) issued by the State, whether through the Bureau of Cannabis Control or other regulatory agency authorizing the Operator to conduct its Business Operations

3. **Effective Date.** This Agreement shall be effective as of the date of the Resolution approving this Agreement, or such other date (if any) as specified in the Resolution approving this Agreement.

4. **Term of Agreement.** The initial term of this Agreement shall be ten years, with two possible extensions of five years each. This Agreement may be extended by mutual agreement of the Operator and the City Council on such additional terms and conditions as to which the Parties may agree. At the end of the term, Operator agrees to cease all Business Operations at the Site, notwithstanding the terms and conditions of the CBUP. The parties agree that, prior to the end of the initial ten-year term, they will meet and confer in good faith with the goal either of continuing this Agreement on the same terms and conditions or of modifying the Agreement so that the Business Operations may continue for the mutual benefit of the City and the Operator.

5. **Operating Conditions.** In addition to the terms and conditions set forth in the CBUP, Operator's Business Operations shall be subject to the additional terms and conditions:

a. Hours of operation of retail sales on the Site shall not exceed 7 days per week, 8:00 a.m. to 8:00 p.m. There are no other hours' restrictions on the Business Operations, including delivery.

b. Subsequent to the annual audit by the Police Department or a third party selected by the Police Department, the Police Chief shall have the discretion to require additional security measures or modify existing security measures at the Operator's expense, as may be required by law or reasonable for public safety. At Operator's expense, the Police Chief may also determine to require additional security measures at any time upon the Department's finding that existing security measures are

insufficient for the Business Operations to comply with the terms of the CBUP or to adequately protect public health and safety. The Police Chief's determination is appealable to the City Manager.

c. The City Manager may impose additional mitigation measures, whether relating to odor or other factors affecting public health and safety, on the Project at Operator's expense, as may be required by law or reasonable to maintain public health and safety. The City Manager's determination is appealable pursuant to Title 1, Chapter 4 of the City's Municipal Code.

**6. Fees.**

a. Operator agrees to pay all fees, whether imposed by the City, state, or other regulatory agencies in a timely manner. Operator's failure to pay such fees in a timely manner may, at the City's sole discretion, constitute Evidence of Default. City may provide thirty (30) days' prior written notice to Operator as to any unpaid City fees. If Operator fails to pay such fees, plus any interest or penalties due for late payment, Operator agrees that the City may record on the property which is the subject of the CBUP one or more liens for the fees owed.

b. Operator agrees to pay City beginning with the fifteenth of the month immediately following the date the City issues the Certificate of Occupancy for the Site the amounts set forth in **Exhibit C**, attached hereto and incorporated herein. The amount due for Gross Receipts is payable thereafter on the 15<sup>th</sup> of each month or, if the 15<sup>th</sup> is a weekend day or a national or state holiday, on the next business day ("Due Date"). The amount due based on square footage, with adjustments made during the year as square footage is increased or decreased, is payable thereafter quarterly, on January 15, April 15, July 15, and October 15 or, if the 15<sup>th</sup> is a weekend day or a national or state holiday, on the next business day ("Due Date"). The Operator shall also submit with each payment required by this section a report on a form provided by the Operator and approved by the City which lists the gross receipts for the period, any adjustments to the gross receipts and basis therefor, the gross receipts subject to the percentages set forth in Exhibit C, the square footage cultivated for the period, and the total amount due.

c. A payment is late or deficient under this Section if not postmarked by or received by the City Finance Department on or before the Due Date. A late or deficient payment shall be subject to a one-time penalty of five percent (5%) of the amount owed, plus monthly non-compounding interest at the maximum rate allowed by law, but not to exceed an annualized amount of ten percent (10%).

d. If the City Manager is not satisfied with the veracity of report(s) filed by Operator regarding the Business Operations' total gross receipts or square footage, the City Manager may compute and determine the amount of the fees to paid on the gross receipts or square footage and make a deficiency determination upon the basis of the facts contained in such report(s), or upon the basis of any information in City's possession, or that may come into City's possession within three years of the date the fees are paid. One or more deficiency determinations of the amount of fees owed for a period or periods may be made. The determination of the City Manager pursuant to this subsection is appealable pursuant to Title 1, Chapter 4 of the City's Municipal Code.

**7. Social Equity Program.**

a. Operator agrees to implement and maintain for the entirety of the term of this Agreement a Social Equity Program ("Equity Program") to benefit the City and its residents, to foster

equitable participation in the cannabis industry, and to create business opportunities for those most negatively impacted by the enforcement of cannabis laws prior to the legalization of cannabis in California. Operator shall initiate its Equity Program within three months of this Agreement's Effective Date.

b. Operator shall prepare a written Social Equity Program Plan ("**Equity Plan**"), which includes the Equity Program's description, a non-profit social equity program plan organization ("**Equity Plan Organization**") located in Antioch and approved by the City, and an action plan with goals, tasks, responsible parties, timelines, and measurable outcomes. The Equity Plan is set forth in **Exhibit D**, attached hereto and incorporated herein. Operator shall provide a written report, semi-annually, to the City Manager and City Attorney on its progress in carrying out the Equity Program's goals and measurable outcomes. Upon request of the City Manager or City Attorney, Operator also agrees to provide a presentation to the City Council on the Equity Plan's goals and measurable outcomes. The Equity Plan may be modified in writing by request of the Operator and only with prior written approval of the City Manager or the City Attorney.

c. If the City Council, the City Manager, or the City Attorney determines that Operator's Equity Plan does not adequately achieve the City's goals as set forth herein, the City Council, the City Manager, or the City Attorney shall have the discretion to require the Operator to modify its Equity Plan subsequent to one or more meetings with the Operator.

d. Operator agrees to fund its Equity Plan, as detailed in Exhibit D, with the first payment submitted to its Equity Plan Organization at the same time as the first payment for gross receipts and/or square footage is due under Section 6b hereof. Subsequent payments to its Equity Plan Organization shall be made quarterly with each subsequent quarterly payment due on January 15, April 15, July 15, and October 15 or, if the 15<sup>th</sup> is a weekend day or a national or state holiday, on the next business day. Late payment from the Operator to the Equity Plan Organization shall be subject to the same penalties and interest set forth in section 6 hereof.

**8. Applicable Law.** At all times, Operator shall conduct its Business Operations consistent with Applicable Law, including the City's ordinances, rules, and regulations; the CBUP; and this Agreement, as each may be amended or modified from time to time. Any violation thereof by Operator or its Business Operations may, at the City's discretion, be considered Evidence of Default.

**9. Default.**

a. If the City Manager finds Evidence of Default, the City Manager shall provide at least forty-five (45) days' written notice thereof to Operator, with the notice specifying the nature of the default, the facts supporting such Evidence of Default, and the manner in which the Default may be cured. Within that forty-five day period, Operator shall cure the Default to the City Manager's reasonable satisfaction, provide evidence with supporting facts as to why no Default exists, or provide alternatives satisfactory to the City Manager to address the Default.

b. If the City Manager is not satisfied with Operator's response and/or believes a Default continues to exist, then the City Manager may, at his/her sole discretion:

- Order the Operator to suspend all Business Operations at the Site until the Default is cured.

- Take such other action as may be authorized by the CBUP or this Agreement.
- Remedy the Default and charge the costs thereof to the Operator, who agrees to pay such sums.

c. The decision of the City Manager under this section is appealable pursuant to Title 1, Chapter 4 of the City's Municipal Code.

d. The remedies of this section, plus any other remedies set forth in this Agreement and remedies available in law or in equity are cumulative, and non-exclusive. Such remedies are distinct and separate whether or not exercised by the City. The City may, in its discretion, exercise any or all of its rights and remedies, at once or in succession, at such time or times as it considers to be appropriate.

**10. Record Keeping.** Operator shall keep, maintain, and preserve to the extent applicable all records that may be necessary to determine the amount of gross receipts, the number of retail delivery vehicles, the amount of cannabis manufactured, the amount of cannabis delivered, and any and all other records by which City may determine and verify the amount of fees due to the City pursuant to Section 6 hereof. At Operator's expense, City shall have the option of conducting, whether by City staff or by a City-selected consultant, an annual audit to verify the fees due to the City pursuant to Section 6 hereof and compliance with Exhibit D. City shall have the right to inspect such records at all reasonable times during normal business hours and upon not less than five (5) business days' prior notice. To the extent permitted by Applicable Law, City agrees to treat such records as confidential.

**11. Annual Review.** In addition to the right to conduct an audit pursuant to Section 10 hereof, the City Manager, at his/her discretion, may direct City staff or a third party to review, no more frequently than once per year, the Business Operations and compliance thereof with the CBUP and this Agreement. Operator shall be responsible for paying the costs of this annual review, which shall not exceed \$10,000 per review, adjusted annually by the CPI index for Bay area cities. In the event there is good cause for a review that would exceed \$10,000 (as adjusted annually), Operator and City shall negotiate a minor amendment to allow for such review. Based on this review, City may require additional mitigation measures or other changes to the Business Operations to assure compliance with the CBUP and this Agreement.

**12. Amendments.** This Agreement may be amended from time to time, if in writing and signed by both parties. The City Manager or the City Attorney shall have the discretion to approve a Minor Amendment to this Agreement or to refer such Minor Amendment to the Council for review and possible action. The City Council, at a duly noticed public meeting, shall have the discretion to approve a Major Amendment or a Minor Amendment, which has been referred to the Council.

**13. Assignment.** City has entered into the Agreement with Operator in reliance upon Operator's specialized knowledge, experience, and expertise relating to the Project and cannabis-related business. Therefore, this Agreement may not be assigned or otherwise transferred by Operator, whether to a third party or to another entity (even if Operator is a partner, owner, or otherwise a participant in such entity), without the prior written authorization of the City Council at a duly noticed meeting. Any such assignment or transfer, at City's sole discretion, may be considered Evidence of Default. Should Operator wish to assign or otherwise transfer the Agreement, Operator shall provide evidence to the reasonable satisfaction of the City Manager and the City Attorney of the specialized knowledge,



experience, expertise, and financial stability of the proposed assignee or transferee prior to review and possible approval by the City Council.

**14. Indemnification.** Operator agrees to indemnify, defend, and hold harmless City, its officers, officials, employees, agents, and consultants from any and all administrative, legal, or equitable actions, claims, or other proceedings instituted by any person or entity not a party to the Agreement challenging the validity of the Agreement or any action arising out of or relating to the Agreement. Operator shall pay for City's costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorney's fees expended by the City in defense of the action or proceeding, plus staff and consultant time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel and Operator agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney's fees and time referenced herein.

Operator further agrees to indemnify, defend, and hold harmless City, its officers, officials, employees, agents, and consultants from any and all claims, costs, and liability for any damages, personal injury or death, or property damage which may arise directly or indirectly from Operator's Business Operations pursuant to this Agreement, except as caused by City's sole or gross negligence.

**15. Insurance.**

a. For the term of the Agreement, Operator shall be required to, and agrees to, maintain in full force and effect public liability and property damage insurance, including personal injury in an amount of not less than three million dollars (\$3,000,000) per occurrence and five million dollars (\$5,000,000) aggregate, and automobile insurance for owned and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Each policy shall have such coverage and limits as may be reasonably requested by City from time to time. Each policy shall have a self-insured retention of not more than one hundred thousand dollars (\$100,000.)

b. The insurance referenced herein shall include endorsements, naming as additional insureds the City, its officers, officials, employees, consultants, and agents. The endorsements shall also specify that the insurance is primary, with any policies held by the City to be non-contributing.

c. The insurance referenced herein shall be evidenced by certificate(s) of insurance, which shall be kept current during the term of this Agreement.

d. The certificate(s) and endorsement(s) shall be provided to, and approved by, the City Attorney prior to Operator beginning Business Operations.

e. The insurance shall be placed with a company authorized to transact business in the State of California and with a rating of not less than A.M. Best-A, or such other rating as approved by the City Attorney.

f. Operator shall provide at least thirty (30) days' prior written notice of any cancellation, reduction in scope or amount, or material modification of the insurance referenced herein.

g. If Operator fails to maintain the insurance referenced herein, the City in its sole discretion may obtain such insurance at Operator's expense, with Operator obligated to promptly reimburse the City, or determine such failure to be Evidence of Default.

**16. Notices.** Any notice or communication required by the Agreement between the parties shall be in writing and may be delivered either personally or by registered mail, return receipt requested. Notice, whether given by personal delivery or by registered mail, shall be deemed to have been given and received on the day of actual receipt at any of the addresses designated below as to the party to whom the notice is sent. Any party hereto may at any time, upon written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. However, should a party's address no longer be valid such that delivery by registered mail, return receipt required, is not successful, then delivery by U.S. mail shall be effective five business days after mailing of notice. Such notices or communications shall be given to the parties at the addresses set forth below:

To the City of Antioch:

If by personal delivery:

City of Antioch  
200 H Street  
Antioch, CA 94509

Attn: City Manager

If by U.S. mail:

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

Attn: City Manager

With a copy to:

If by personal delivery:

City of Antioch  
200 H Street  
Antioch, CA 94509

Attn: City Attorney

If by U.S. mail:

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

Attn: City Attorney

To Operator:

KWMA Collective, LLC  
2101 West 10<sup>th</sup> Street, Suite F  
Antioch, CA 94509  
Attn: Guang Lin, CEO

**17. Miscellaneous**

a. Each party has had an equal opportunity to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply to the Agreement.

b. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect, unless enforcement of the Agreement as so invalidated would be

unreasonable or grossly inequitable under all the circumstances or would the frustrate the purpose of the Agreement.

c. The Parties shall take all steps reasonable and necessary to effectuate the terms and intent of the Agreement. However, no provision of the Agreement shall limit, or be construed to limit, the right of the City, the City Manager, the City Attorney, or the City Council to exercise discretion as to the Agreement or other matters.

d. The Parties are not, and shall not be construed, to be partners or joint venturers.

e. The only parties to the Agreement are City and Operator. There are no third-party beneficiaries and the Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person whatsoever.

f. In the event that suit is brought by either Party to the Agreement, the Parties agree that venue shall be exclusively vested in the state court of Contra Costa County, or in the U.S. District Court for the Northern District of California.

g. This Agreement and the Exhibits attached hereto contain all the representations and the entire agreement between parties with respect to the subject matter hereof.

h. The Parties acknowledge that City would not have entered into this Agreement had it been exposed to damage claims from Operator for any breach hereof. As such, the Parties agree that in no event shall Operator be entitled to recover damages against City for breach of this Agreement.

i. This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

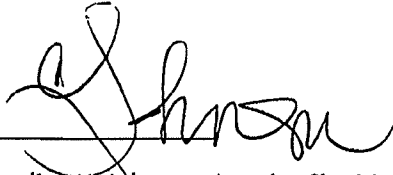
j. All waivers must be in writing to be effective or binding upon the waiving party and no waiver shall be implied from any omission by a party to take or not take any action with respect to default or other matters. Failure by a party to insist upon the strict performance of any provisions of the Agreement by the other party shall not constitute waiver of such party's right to demand strict compliance by the other party in the future. Furthermore, no express written waiver of any default shall affect any other default or cover any other period of time specified in such express waiver.

k. Notwithstanding termination or expiration of this Agreement for any reason, Sections 6c, 6d, 10 and 14 shall be continuing obligations of Operator and shall survive this Agreement.

EXECUTED AS OF 6-13, 2022

*[Signatures on next page]*

CITY OF ANTIOCH



Cornelius H. Johnson, Interim City Manager

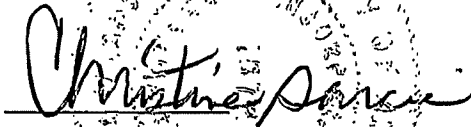
OPERATOR

KWMA Collective, Inc.



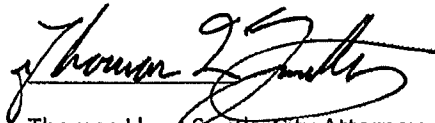
Guang Lin, CEO

Attest:



Elizabeth Householder, City Clerk

Approved as to form:



Thomas Lloyd Smith, City Attorney

CITY OF ANTIOCH

INCORPORATED

FEBRUARY 6

1872

CONTRA COSTA COUNTY, CA

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa }

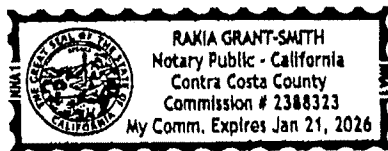
On August 11, 2022 before me, Rakia Grant-Smith, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Cornelius Harold Johnson  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature

Rakia Grant-Smith

Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Operating Agreement - KUMA Collective, LLC

Document Date: June 13, 2022 Number of Pages: 23

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_ ☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General ☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_ ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_



# TRUE COPY CERTIFICATION

(Government Code 27361.7)

Substitution of Legible Original Document

**Oakland, California**

Place of Execution (City and State)

I certify under penalty of perjury that this material is a true copy of the original material contained in this document.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California  
County of Contra Costa

On August 11, 2022 before me, Rakia Grant-Smith, a Notary Public personally appeared Cornelius Harold Johnson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.


WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Name: Rakia Grant-Smith  
(Typed or Printed)

(Seal)

eRecording Partners Network

8/18/2022  
Date

By:   
Signature of Declarant

Cynthia Scott  
Type or Print Name

# ILLEGIBLE NOTARY SEAL CERTIFICATION

(Government Code 27361.7)

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary : Rakia Grant-Smith

Commission Number : 2388323

Vendor No. : NNA1

County/State where Bond is filed : Contra Costa County

Commission Exp. Date : Jan. 21, 2026

Executed in the City of Oakland, State of California

eRecording Partners Network

8/18/2022  
Date

By:   
Signature of Declarant

Cynthia Scott  
Type or Print Name

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

On 06.13.22 before me, J. Carl Johnson, Notary Public  
(Insert name and title of the officer)

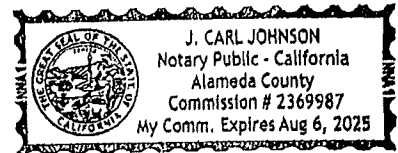
personally appeared Guang Lin  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)



## **EXHIBIT A**

[to be attached]

**CITY COUNCIL  
RESOLUTION NO. 2021/196**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING  
THE USE PERMIT (UP-21-16) FOR CANNABIS CULTIVATION AT 2101 W 10TH  
STREET, SUITES E AND F**

**WHEREAS**, KWMA Collective LLC requests approval of a use permit to operate a cannabis cultivation business at 2101 W 10th Street, Suites E and F (APN: 074-051-005);

**WHEREAS**, this project is Categorically Exempt from the provisions of CEQA, pursuant to section 15301;

**WHEREAS**, the Planning Commission on November 17, 2021, duly held a public hearing, received and considered evidence, both oral and documentary;

**WHEREAS**, the City Council duly gave notice of public hearing as required by law; and

**WHEREAS**, on December 14, 2021, the City Council duly held a public hearing, received, and considered evidence, both oral and documentary.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council does hereby make the following findings for approval of a Cannabis Business Use Permit:

1. The granting of such Use Permit will not be detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity.

The proposed cannabis business is required to comply with multiple conditions of approval that address the project's impact on public health and the properties in the vicinity. On-site armed security is required at all times during business hours. Annual audits of the site security plan by City staff or a third-party company subject to the approval of the Antioch Police Department are required. The business shall also maintain on-site odor control so that cannabis related odors are not readily detected outside the structure. Based upon the conditions imposed, the cannabis cultivation use will not create adverse impacts to the surrounding businesses and residents.

2. The use applied at the location indicated is properly one for which a Use Permit is authorized.

The site is zoned Cannabis Overlay District. The Cannabis Overlay District allows cannabis businesses with the approval of a use permit.



3. The site for the proposed use is adequate in size and shape to accommodate such use, and all parking, and other features required.

The proposed cannabis business will take place in an existing commercial building with ample parking. The site has a secure area for cannabis deliveries.

4. That the site abuts streets and highways adequate in width and pavement type to carry the kind of traffic generated by the proposed use.

The project site is currently developed and is located on W 10<sup>th</sup> Street, which is adequate in width and pavement type to carry the traffic generated by the proposed use.

5. The granting of such Use Permit will not adversely affect the comprehensive General Plan.

The use will not adversely affect the comprehensive General Plan because the project is consistent with the General Plan designation for the site of Business Park.

6. That the location and site characteristics of the proposed cannabis business are consistent with all applicable State laws and City standards or guidelines, that all provisions have been made to ensure that the operation of the cannabis business will not create excessive demands for police service or other public services, and that the cannabis business will benefit the City of Antioch.

The conditions of approval on the project are consistent with the cannabis guidelines. The security plan has been reviewed by the Antioch Police Department and security conditions have been included per their direction. The sales taxes generated by the sale of cannabis will provide a financial benefit to the City of Antioch. The forthcoming operating agreement will likely include additional revenue based on sales from the business.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the City Council of the City of Antioch does hereby **APPROVE** the use permit application (UP-21-16) to operate a cannabis cultivation business at 2101 W 10th Street, Suites E and F (APN: 074-051-005) subject to the following conditions:

**A. GENERAL CONDITIONS**

1. The project shall comply with the Antioch Municipal Code. All construction shall conform to the requirements of the California Building Code and City of Antioch standards.

2. The applicant shall defend, indemnify, and hold harmless the City in any action brought by a third party to challenge the land use entitlement. In addition, if there is any referendum or other election action to contest or overturn these approvals, the applicant shall either withdraw the application or pay all City costs for such an election.
3. The project shall be implemented as indicated on the application form and accompanying materials provided to the City and in compliance with the Antioch Municipal Code, or as amended by the Planning Commission or City Council.
4. No building permit will be issued unless the plan conforms to the project description and materials as approved by the City Council and the standards of the City.
5. This approval expires two years from the date of approval by the City Council (December 14, 2023), unless an extension has been approved by the Zoning Administrator. Requests for extensions must be received in writing with the appropriate fees prior to the expiration of this approval. No more than one one-year extension shall be granted.
6. No permits or approvals, whether discretionary or ministerial, shall be considered if the applicant is not current on fees, reimbursement payments, and any other payments that are due.
7. City staff shall inspect the site for compliance with conditions of approval prior to the issuance of a Certificate of Occupancy or commencement of the business.
8. The applicant shall obtain an encroachment permit for all work to be done within the public right-of-way.

**B. CONSTRUCTION CONDITIONS**

1. The use of construction equipment shall comply with AMC § 5-17.04 and 5-17.05, or as approved in writing by the City Manager.
2. The project shall be in compliance with and supply all the necessary documentation for AMC § 6-3.2: Construction and Demolition Debris Recycling.
3. Building permits shall be secured for all proposed construction associated with this facility, including any interior improvements not expressly evident on the plans submitted.
4. Standard dust control methods shall be used to stabilize the dust generated by construction activities.

**C. AGENCY REQUIREMENTS**

1. All requirements of the Contra Costa County Fire Protection District shall be met.

**D. FEES**

1. The applicant shall pay all City fees which have been established by the City Council and as required by the Antioch Municipal Code.
2. The applicant shall pay all required fees at the time of building permit issuance.

**E. PROPERTY MAINTENANCE**

1. No illegal signs, pennants, banners, balloons, flags, or streamers shall be used on this site at any time.
2. The site shall be kept clean of all debris (boxes, junk, garbage, etc.) at all times.

**F. PROJECT-SPECIFIC REQUIREMENTS**

1. This use permit approval applies to the operation of a cannabis cultivation business as depicted on the project plans and application materials submitted to the Community Development Department. Any forthcoming plans submitted for any purpose shall be entirely consistent with these received plans and application materials and conditions of approval herein.
2. The hours of operation shall be from 8:00 AM – 8:00 PM.
3. All necessary licenses from the State of California shall be obtained prior to opening.
4. No smoking or ingestion of cannabis products on-site is allowed.
5. All cannabis cultivation shall be conducted within a fully enclosed space.
6. The cultivation of cannabis shall be conducted in accordance with all applicable federal, state, and local laws and regulations governing the use of pesticides.
7. Cannabis related waste shall be stored and secured in a manner that prevents diversion, theft, loss, hazards and nuisance.
8. The operator shall take reasonable steps to discourage and correct objectionable conditions that constitute a nuisance in parking areas, sidewalks and areas surrounding the premises during business hours if directly related to patrons of the business.

9. A copy of this use permit and City of Antioch business license, as well as any other State licenses, shall be on display during business hours and in a conspicuous place so that they may be readily seen by all persons entering the facility.
10. The cannabis cultivation business shall utilize the security guards required for Delta Dispensary as stated in City Council Resolution 2019/115. If the business operator changes, the cultivation business shall enter into, maintain an agreement, and provide evidence of an executed agreement prior to issuance of a business license and commencement of operations, with Delta Dispensary to use the security guards required for the dispensary as stated in City Council Resolution 2019/115.
11. If the agreement required in Condition of Approval F.10 with Delta Dispensary cannot be reached, then this cannabis cultivation business shall provide:
  - No fewer than two uniformed and armed security guards who are employed by a Private Patrol Operator (Security Company) who is currently licensed with the California Department of Consumer Affairs shall be on-site during business operating hours. One armed security guard shall be on-site at all times, even when the facility is closed. A copy of the contract with the Security Company shall be provided to the Community Development Director for review and approval prior to issuance of a certificate of occupancy. Should there be a change in the security private patrol operator or in the liability insurance of the applicant, the Community Development Director shall be notified within 5 business days.
  - The name of the Security Company, proof of liability insurance including a copy of all exceptions, their State license number, and the guard registration numbers for the employed guards shall be provided to the Community Development Department. Should there be a change in the security private patrol operator or in the liability insurance of the applicant, the Community Development Director shall be notified within 5 business days.
12. The City Council may require modification, discontinuance or revocation of this use permit if it finds that the use is operated or maintained in a manner that it:
  - Adversely affects the health, peace or safety of persons living or working in the surrounding area; or
  - Contributes to a public nuisance; or
  - Has resulted in excessive nuisance activities including disturbances of the peace, illegal drug activity, diversion of Cannabis or Cannabis Products, public intoxication, smoking in public, harassment of passersby, littering, or obstruction of any street, sidewalk or public way; or

- Has resulted in or has been the target of criminal activity requiring undue attention and dedication of the Antioch Police Department resources; or
  - Violates any provision of Antioch Municipal Code or condition imposed by a City issued permit, or violates any provision of any other local, state, regulation, or order including those of state law or violates any condition imposed by permits or licenses issued in compliance with those laws.
  - Results in more than three distinct unresolved odor complaints in a twelve (12) month period.
13. The business shall incorporate and maintain adequate on-site odor control measures in such a manner that the odors of cannabis and cannabis-related products shall not be readily detected from outside of the structure in which the business operates or from other non-Cannabis businesses adjacent to the site.
  14. The City shall reserve the right to have the odor control systems reviewed at building permit submittal, at the applicant's expense.
  15. During regular business hours, all cannabis business premises shall be accessible, upon request, to an authorized City employee or representative for random and/or unannounced inspections. The cannabis business may be charged a fee for any inspections.
  16. An annual audit of the site's security plan shall be submitted to the Antioch Police Department. The audit shall be conducted by City staff or a third-party company subject to the approval of the Antioch Police Department.
  17. All points of ingress and egress to the business shall be secured with Building Code compliant commercial-grade, non-residential door locks and/or window locks. Entry and exit doors to restricted cannabis areas shall be made of reinforced metal with metal frames and have a security lock system.
  18. Building signage shall not state that cannabis or cannabis products are stored, sold or handled on the site. Images of cannabis leaves, green crosses, or similar commonly identifiable graphics are not allowed. All building signage shall be subject to staff review and approval.
  19. All proposed exterior changes to the site shall be shown on the building permit plan submittal.
  20. The project shall install a new storefront window system at the front of the building to replace the door leading into the nursery room, as depicted on the project plans. The new storefront window system shall match the existing storefront system. The new window shall be shown on the building permit submittal.



21. The existing storefront system door at the main entry/exit of the tenant space shall remain. The proposed solid core door shall not be shown on the building permit plans.
22. A security mesh shall be added to the back of the false walls that are to be installed behind the windows of nursery room and office. The security mesh shall be shown on the building permit submittal.
23. Steel gates shall be added behind the roll up doors located in the rear of the building of suites E and F. The steel gates shall be shown on the building permit submittal.
24. All delivery of cannabis to the site and loading of vehicles with cannabis shall take place in a caged/gated delivery area with a dedicated armed security guard to be present during all deliveries.
25. Visible signage shall be placed at the entrance of the facility notifying the public of surveillance on site.
26. Prior to a certificate of occupancy being issued for the site, the Antioch Police Department shall conduct a site inspection to assess the security of the site. Any changes the Antioch Police Department deems necessary upon site inspection shall be incorporated into a revised site security plan that is then submitted for their review and approval. No certificate of occupancy will be issued without final approval of a site security plan by the Antioch Police Department.
27. Security measures shall be designed to ensure emergency access is provided to the Antioch Police Department and the Contra Costa Fire Department for all areas on the premises in case of an emergency.
28. Security surveillance cameras shall be installed and maintained in good working order to provide coverage on a twenty-four (24) hour real-time basis of all internal and external areas of the site where cannabis is stored, transferred and dispensed, where any money is handled, and all parking areas. The cameras shall be oriented in a manner that provides clear and certain identification of all individuals within those areas. Cameras shall remain active at all times and be capable of operating under any lighting condition. Security video must use standard industry format to support criminal investigations and shall be maintained for a minimum of sixty (60) days.
29. A professionally monitored security alarm system shall be installed and maintained in good working condition. The alarm system shall include sensors to detect entry exit from all secure areas and all windows. The name and contact information of the alarm system installation and monitoring company shall be kept as part of the onsite books and records.

30. A local contact who will be responsible for addressing security and safety issues shall be provided to; and kept current with, the Antioch Police Department.
31. The applicant shall enter into an operating agreement with the City of Antioch prior to a certificate of occupancy being issued for the site. No business license shall be issued without an approved operating agreement.
32. The business shall coordinate the use of the required security guards with the other cannabis businesses in the complex during the transfer of cannabis products.

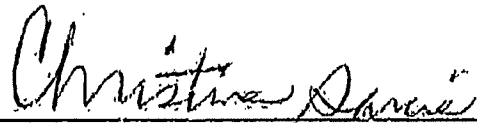
\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing recommendation was passed and adopted by the City Council of the City of Antioch, at a regular meeting thereof, held on the 14<sup>th</sup> day of December 2021 by 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

**ABSENT:** None

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

## **EXHIBIT B**

The Site is located at 2101 W. 10<sup>th</sup> Street, Suites E and F, Antioch CA 94509 and is APN 074-051-005.

### EXHIBIT C

Business type	Yr 1	Yr 2	Yr 3	Yr 4+
Retail	2%	3%	4%	5%
Microbusiness*	2%	3%	5%	6%
Cultivation (per square foot)*	\$2	\$3	\$5	\$6
Distribution	2%	3%	4%	5%
Manufacturing	2%	3%	4%	5%

\*Eligible for local employment incentive

The total amount payable to City by the Operator pursuant to this Exhibit shall be reduced by the following amount(s) if the Operator employs not fewer than the following numbers of Antioch residents on a full-time basis, providing healthcare benefits:

At least 20 City residents	1%, but not to exceed \$60,000
At least 50 City residents	3%, but not to exceed \$150,000
At least 100 City residents	6%, but not to exceed \$300,000
At least 150 City residents	9%, but not to exceed \$450,000
200 or more City residents	12%, but not to exceed \$600,000

Example: If the revenue due to the City from Operator, based on gross receipts, is \$500,000, and the Operator employs 51 City residents, then the \$500,000 would be reduced by 3% and the Operator would owe the City \$485,000.

For any Operator requesting the local employment incentive, the City reserves the right to verify the number of City residents employed on an annual basis.

## **EXHIBIT D**

Operator will donate a percentage of gross receipts to programs whose purpose is to help underprivileged children or adults who have been adversely affected by drug abuse, with such programs serving Antioch residents.

Consistent with this goal, Operator will provide to the East Contra Costa Family Justice Center, a 501 (c)(3) non-profit corporation, the following funding: 0.25% in year one, 0.37% in year 2, and 0.5% in year 3 and thereafter of gross receipts, paid consistent with the terms of the Operating Agreement.

Operator's funding will help the Justice Center develop and implement a "Generations Connect" program to work with Antioch youth, in coordination with adults, to develop various life skills, knowledge and community and cross-generational connections.



## EXHIBIT E

### WAIVER OF NOTICE AND CONSENT TO HOLDING OF FIRST MEETING OF BOARD OF DIRECTORS

OF

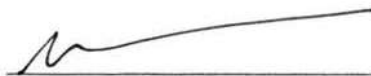
DEMETER GM INC

(A California Corporation)

We, the undersigned, being all the incorporators, first directors of DEMETER GM INC, a California corporation, hereby waive notice of the first meeting of the board of directors of the corporation and consent to be holding thereof at 2101 W 10<sup>TH</sup> ST E&F, in the city of ANTIOCH, State of California, on the 31st day of January, 2023 at 9 o'clock in the MORNING of said day, for the purpose of adopting bylaws and consent to the transaction of any and all business by the directors at the meeting including, without limitation, the election of officers, the selection of the corporation's accounting period, the designation of the principal executive office of the corporation, the selection of the place where the corporation's bank account will be maintained, and the authorization of sales and issuance of initial share of stock of the corporation, adopting form of corporate seal and share certificates and authorize a notice of the California Commissioner of Corporations that stock has been issued in compliance with all terms and conditions of Section 25102 of the California Code.

WITNESS our signature this 31st day of January, 2023.

Signature



Print Name

RUI ZHU

MINUTES OF FIRST ORGANIZATION MEETING

**OF THE BOARD OF DIRECTORS**

of

DEMETER GM INC  
(A California Corporation)

PLACE AND TIME OF MEETING

The undersigned, being the incorporator(s) named in the Articles of Incorporation of the above named corporation, duly formed by filing Articles of Incorporation in the office of California Secretary of State on 20th day of January 2023, and desiring to hold the first organizational meeting for the purpose of completing the organization of its affairs, in accordance with section 210 of the General Corporation Law.

The Board of Directors of DEMETER GM INC. held its first meeting at \_\_\_\_\_  
2101 W 10<sup>TH</sup> ST E&F, in the city of ANTIOCH, State of California, on the 31st day of  
January 2023, at 9 o'clock in the MORNING of said day.

ATTENDANCE OF DIRECTORS AND INCORPORATOR

The following directors were present at this meeting:

RUI ZHU

The following directors were absent at this meeting:

N/A

Present at this session of the meeting:

RUI ZHU (name of the incorporator) being the incorporator of said corporation named in its Articles of Incorporation.

#### ELECTION OF TEMPORARY CHAIRMAN AND SECRETARY

On motion and by unanimous vote, the following persons were selected as

<u>Name</u>	<u>Title</u>
<u>GUANGMING ZHANG</u>	Temporary Chairman
<u>RUI ZHU</u>	Temporary Secretary

in the meeting.

#### WAIVER OF NOTICE AND CONSENT

The temporary chairman announced that the meeting was held pursuant to written waiver of notice and consent to holding of the meeting signed by each of the directors. Upon a motion duly made, seconded, and unanimously carried, it was resolved that the written waiver of notice and consent to holding of the meeting be made a part of the minutes of the meeting and placed in the corporation's minutes book.

#### ARTICLES OF INCORPORATION FILED

The temporary chairman announced that the Articles of Incorporation of the corporation had been filed in the office of the California Secretary of State, and had been assigned the following filing date and state corporation filing number:

Filing date: January 20<sup>th</sup>, 2023

Official filing number: C5456870

He then presented the original copy of said Articles of Incorporation, showing filing date and official filing number as stated above, and then the temporary secretary was instructed to insert the said articles in the corporate records book of the corporation.

#### ADOPTION OF BYLAWS

The temporary secretary present to the meeting a proposed set of bylaws which were duly considered and discussed. After discussion and on motion duly made and unanimously carried, the following resolutions were adopted:

**RESOLVED:** The Bylaws present and discuss in this meeting were adopted as the Bylaws of this corporation and then the temporary secretary was directed to insert the Bylaws in the corporate records book and to see a copy of the Bylaws similarly with the one in corporate records book, was kept at the corporation's principal executive office, as required by law.

#### ELECTION OF DIRECTORS

The temporary chairman announced that the Bylaws adopted by the corporation provide that number of Directors shall be 1.

He advised that the Incorporator(s) on motion and by unanimous vote the following persons were elected as the first directors of the corporation to serve until successors were duly elected pursuant to the Bylaws, or until resignation or removal. Each of the newly elected Director(s) signified acceptance:

Director's name  
and address

Signature  
and date

RUI ZHU  
2101 W 10<sup>TH</sup> ST, E&F, ANTIOCH, CA 94509

\_\_\_\_\_

GUANGMING ZHANG  
2101 W 10<sup>TH</sup> ST, E&F, ANTIOCH, CA 94509

\_\_\_\_\_

**RESOLVED FURTHER:** No regular salaries will be paid to the directors of the corporation for their performance duties as directors, however, each director will be paid for the sum of \$ 0 for those who attend each regular, special, adjourned meeting of the board of directors.

#### RESIGNATION OF INCORPORATOR(S)

The Chairman announced that the incorporator(s) had completed all necessary steps in organizing the Corporation and had elected the appropriate number of director(s) to carry forward the management of the corporation, now wished to submit their resignation(s):

The undersigned Incorporator(s) herewith tendered their resignation(s):

RUI ZHU

(Name of Incorporator)

The Chairman stated that the incorporator(s) tasks had been accomplished and upon motion duly made and recorded, said resignation(s) were accepted.

#### ELECTION OF OFFICERS

The meeting then proceeded to the election of officers. Upon motion duly made and seconded, the following persons were unanimously elected to the following offices.

Chief Executive Officer: GUANGMING ZHANG

Secretary: RUI ZHU

Chief Financial Officer: RUI ZHU

Each officer who was present and elected, accepted his or her office and thereafter, the President presided at the meeting as Chairman, and the Vice President acted as secretary.

The meeting then proceeded to discuss the annual salaries to be paid by the corporation to its officers. Upon motion duly made, seconded and it was unanimously

**RESOLVED:** The following annual salaries will be paid to the officers, if any as determined at the meeting, shown to the right of their names:

Chief Executive Officer: GUANGMING ZHANG \$ 0

Secretary: RUI ZHU \$ 0

Chief Financial Officer: RUI ZHU \$ 0

#### Corporate Seal

The Secretary presented to the meeting for adoption a proposed form of corporate seal which consisting of two concentric circles with the name of the corporation located



between two circles, the word “corporate” at the top of inner circle and “California” at the bottom of the inner circle, the word “SEAL” located between the word “corporate” and “California”.

The proposed form of corporate seal with the words and figures show as follow:

On motion and duly made, seconded and unanimously carried, the following resolution was adopted:

**RESOLVED:** The corporate seal in the form, words, and figures presented to this meeting be and hereby is adopted as the corporate seal of this corporation.

#### APPROVAL OF STOCK CERTIFICATES

The Secretary then presented to the meeting for adoption a proposed form of stock certificate for the corporation. Upon motion duly made, seconded, and unanimously carried, it was

**RESOLVED:** The stock certificate presented to this meeting be and hereby is adopted for use by this corporation; each certificate shall bear the name of the corporation, date of incorporation, the authorized number of shares, the class series, the name of the owner of such shares and the statement required by California Corporation Code section 417 and 418.

**RESOLVED FURTHER:** Each stock certificate shall be numbered in ascending order beginning with No.1 (one); shall be valid only with the signature of the President and Secretary and have corporate seal affixed thereto; signature can be in hand written, facsimile, computer scanning, and computer digital form; and that the secretary is directed to annex the form of certificate presented to this meeting to these minutes.

#### ORGANIZATION EXPENSE

The Secretary announced that the meeting proceeded to the subject for the payment of expenses of incorporation and organization of the corporation. Upon motion duly made, seconded, and unanimously carried, the following resolution was adopted:

**RESOLVED:** The President or Chief Financial Officer of this corporation are authorized and directed to pay in cash for those expenses incurred for the incorporation and organization of this corporation; those expenses included but not limited to filing fee and state franchise tax, licensing, application fees, incorporation service fee, and any fee that is related to the organization of this corporation.

#### ACCOUNTING YEAR

The Chairman announced that the next subject was the selection of the accounting period of the corporation, either fiscal or calendar year. Upon motion duly made, seconded, and unanimously carried, the following resolution was adopted:

**RESOLVED:** The corporation adopt an accounting year as follows:

Date Accounting year begins: JANUARY 1ST

Date Accounting year ends: DECEMBER 31ST

#### PRINCIPAL OFFICE

After discussion of the location of the principal office, upon motion duly made, seconded, and unanimously carried, the following resolution was adopted:

**RESOLVED:** The principal executive office of this corporation shall be located at 2101 W 10<sup>TH</sup> ST E&F, City of ANTIOCH, State of California.

#### OFFICERS AUTHORIZED TO SIGN CONTRACT

To authorize any officers to sign contracts and obligations on behalf of the corporation in the ordinary course of business, the following resolution was, upon motion duly made, seconded and unanimously carried, adopted:

**RESOLVED:** The following officers are hereby authorized to sign contracts and obligations on behalf of the corporation.

OFFICER'S NAME

TITLE

GUANGMING ZHANG

CHAIRMAN & CHIEF EXECUTIVE OFFICER

RUI ZHU

SECRETARY

RUI ZHU

CHIEF FINANCIAL OFFICER

BANK ACCOUNTS

The Chairman announced that in order to provide a depository for the funds of the corporation and authorize certain officers to deal with the corporate funds, upon motion duly made, seconded, and unanimously carried, adopted:

**RESOLVED:** This corporation open an account or accounts with one or more financial institution(s) indicated below, funds of this corporation shall be deposited with said bank(s) and its branch office(s).

Name of the bank: \_\_\_\_\_

Address: \_\_\_\_\_

Name of the bank: \_\_\_\_\_

Address: \_\_\_\_\_

**RESOLVED FURTHER:** All checks, drafts, and other instruments for the payment and accept funds for this corporation from said account(s) shall be signed on behalf of this corporation by any ONE of the following officer(s).

Officer / Employee name

Title

GUANGMING ZHANG

CHAIRMAN & CHIEF EXECUTIVE OFFICER

RUI ZHU

SECRETARY

RUI ZHU

CHIEF FINANCIAL OFFICER

**RESOLVED FURTHER:** All checks, drafts, and other instruments for accept funds for this corporation from said account(s), may be endorsed in the name of the corporation by written or stamped endorsement. All checks, drafts, and other instruments for payment funds for this corporation may be signed by hand written, facsimile, computer scanning, or electronic digitized signature.

**RESOLVED FURTHER:** The said bank(s) is/are hereby authorized to honor and pay all checks, drafts and other instruments obligating of this corporation signed as provided above.

**RESOLVED FURTHER:** The authority hereby conferred shall remain in force until revoked by the Board of Directors of this corporation and a written notice have been received by said bank(s).

**RESOLVED FURTHER:** If the corporation's account is a checking account, the bank is hereby requested to prepare and return of statements and cancelled checks monthly as instructed below. The bank assumes all risk of loss in transit of any statement or check.

***Statement instruction:*** Bank is instructed to mail the bank statement to the mailing address shown on the bank records.

ISSUANCE OF SHARES UNDER SECTION 25102(f)

The meeting then proceeded to the subject of shares issue under limited offering exemption, the chairman suggested to consider the issuance of the capital stock under the limited offering exemption section 25102(f) of the California Corporation Code.

Any offer or sales of any security in a transaction (other than an offer or sale to a pension or profit-sharing trust of the issuer) that meets each of the following criteria:

1. Sales of the security are made for \_\_\_\_\_ persons, including persons not in this state.
2. All purchasers either have a preexisting personal or business relationship with the offeror or any of its partners, officers, directors or controlling persons, or managers (as appointed or elected by the members) if the offeror is a limited liability company, or by reason of their business or financial experience or the business or financial experience of their professional advisors who are unaffiliated with and who are not compensated by the issuer or any affiliate or selling agent of the issuer, directly or indirectly, could be reasonably assumed to have the capacity to protect their own interests in connection with the transaction.
3. Each purchaser represents that the purchaser is purchasing for the purchaser's own account (or a trust account if the purchaser is a trustee) and not with a view to or for sale in connection with any distribution of the security.
4. The offer and sales of the security is not accomplished by the publication of any advertisement. The number of purchasers referred to above is exclusive of any described in Section 25102 subdivision (i) of the California Corporation Code, any officer, or director or affiliate of the issuer, or manager (as appointed or elected by the members) if the issuer is a limited liability company, and other purchaser who the commissioner designates by rules. For purposes of this section, a husband and wife (together with any custodian or trustee acting for the account of their minor children) are counted as one person and a partnership, corporation or other organization that was not specifically formed for the purpose of purchasing the security offered in reliance upon this exemption, is counted as one person. The commissioner may by rule require the issuer to file a notice of transactions under this subdivision. However, the failure to file the notice or the failure to file the notice within the time specified by the rule of the commissioner shall not affect the availability of this exemption. An issuer who fails to file the notice as provided by rule of the commissioner shall, within 15 business days after demand by the commissioner, file the notice and pay to the commissioner a fee equal to the fee payable had the transaction been qualified under Section 25110.

25102(f)

Upon motion duly made, seconded, and the following resolution was unanimously carried, and adopted:

**RESOLVED:** All shares of this corporation shall be issued and sold in compliance with all terms and conditions of the limited offering exemption provided in Section 25102(f) of the California Corporation Code.

**RESOLVED FURTHER:** The Chairman of this corporation is hereby authorized and instructed to prepare, or cause to be prepared, and file or cause to be filed, related documents to carry out the above resolutions and a copy of said document shall be inserted in the corporate records book.

[illegible]

25102 (f)

## LOSSES ON SMALL BUSINESS STOCK

The Chairman announced that the meeting continues on the subject of qualifying the share issued by this corporation in compliance with Section 1244 of the Internal Revenue Code of 1986, as amended, and Section 18151 of the California Revenue and Taxation Code.



to receive ordinary loss deduction treatment for tax purpose if such stock becomes worthless or is sold at a loss. Upon motion duly made, seconded, unanimously carried, and adopted:

**RESOLVED:** That the corporation shall and hereby does adopt the following to qualify under Section 1244 of the Internal Revenue Code.

MISCELLANEOUS SUBJECT(S)

The Chairman then asked was there any other subject to discuss in the meeting.

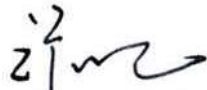
The meeting continues to discuss following subjects:

After discussion, upon motion duly made, seconded, unanimously carried and adopted:

**RESOLVED:**

ADJOURNMENT

There was no further subject to come before the meeting, upon motion duly made, seconded, and unanimously carried, the meeting was adjourned.



GUANGMING ZHANG / Chairman

02/02/2023

Date



RUI ZHU / Secretary

02/2/2023

Date



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of July 23, 2024

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

**SUBMITTED BY:** Kwame P. Reed, Acting City Manager *KPR*

**SUBJECT:** Resolution Opposing the Decommissioning of the Antioch-Pittsburg San Joaquins Passenger Stop (Amtrak Station)

---

### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution opposing the decommissioning of the Antioch-Pittsburg San Joaquins Passenger Stop (Amtrak Station) in Antioch.

### **FISCAL IMPACT**

The recommended action has no fiscal impact.

### **DISCUSSION**

The Antioch City Council requested staff prepare a resolution regarding the closing of the Antioch Amtrak Station in Antioch at their June 25, 2024, City Council meeting.

### **BACKGROUND**

The Antioch-Pittsburg San Joaquins Passenger Stop began providing service to the east Contra Costa County region in Antioch on October 28, 1994. The Stop is served by the San Joaquins line that operates passenger rail service between Oakland and Bakersfield.

According to ridership data, the Antioch-Pittsburg San Joaquins Passenger Stop has provided approximately 106,000 on-boards and 118,200 off-boards between July 2016 and January of 2024. This equates to a daily average of 82 combined boarding types.

The San Joaquin Joint Powers Authority ("SJJP") was established after the passage of Assembly Bill 1779 on August 30, 2012. This bill enabled local and regional agencies the ability to protect the San Joaquins rail service throughout the region.

On March 24, 2023, the SJJP voted to decommission the Antioch-Pittsburg San Joaquins Passenger Stop (Amtrak Station). The decision to decommission the Antioch-Pittsburg San Joaquins Passenger Stop (Amtrak Station) did not have a comprehensive community engagement process nor an analysis concerning the impacts of their decision. The decommissioning of the Antioch-Pittsburg San Joaquins Passenger Stop (Amtrak

Station) will have an immediate negative impact on the local disadvantaged community which include low-income people of color, seniors, veterans, and small businesses that rely on the station.

The attached resolution of opposition has been prepared for discussion and adoption.

**ATTACHMENTS**

A. Resolution

**RESOLUTION NO. 2024/\*\***

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
OPPOSING THE DECOMMISSIONING OF THE ANTIOCH-PITTSBURG SAN  
JOAQUINS PASSENGER STOP (AMTRAK STATION) IN ANTIOCH**

**WHEREAS**, the Antioch-Pittsburg San Joaquins Passenger Stop (Amtrak Station) in Antioch, CA, has been a vital transportation hub for residents and visitors, providing essential connectivity to regional and national destinations since it's opening in 1984;

**WHEREAS**, the Antioch-Pittsburg San Joaquins Passenger Stop (Amtrak Station) has provided approximately 106,000 on-boardings and 118,200 off-boardings between July 2016 and January 2024 that equates to a daily average of 82 combined boardings;

**WHEREAS**, the City of Antioch is committed to maintaining and enhancing its transportation infrastructure to ensure the mobility, safety, and well-being of its residents and to support the City's economic vitality and quality of life;

**WHEREAS**, the San Joaquin Joint Powers Authority was established after AB 1779 was passed by the State Legislature on August 30, 2012, to enable local and regional agencies to protect the San Joaquin Rail Service throughout the San Joaquin Corridor;

**WHEREAS**, the San Joaquin Joint Powers Authority voted to decommission the Antioch-Pittsburg San Joaquins Passenger Stop (Amtrak Station) on March 24, 2023, at Robert J. Cabral Station South Hall Meeting Room 949 East Channel Street Stockton, CA 95202 without providing official notice to the City government or people of Antioch;

**WHEREAS**, the decision to decommission the Antioch-Pittsburg San Joaquins Passenger Stop (Amtrak Station) did not have a comprehensive community engagement process nor an analysis concerning the impacts of the closure of the Antioch-Pittsburg San Joaquins Passenger Stop (Amtrak Station) on riders who utilize the station to travel to and from the Antioch-Pittsburg San Joaquins Passenger Stop (Amtrak Station);

**WHEREAS**, the decommissioning of the Antioch-Pittsburg San Joaquins Passenger Stop (Amtrak Station) will have an immediate negative impact on the local disadvantaged communities which include low-income people of color, seniors, veterans, and small businesses that rely on the station;

**WHEREAS**, the closure of the Antioch-Pittsburg San Joaquins Passenger Stop (Amtrak Station) would adversely affect the quality of life in Antioch; and

**WHEREAS**, the decommissioning of the Antioch-Pittsburg San Joaquins Passenger Stop (Amtrak Station) impacts the City of Antioch and other regional municipalities from accessing state funding that is associated with having a transportation corridor.

**RESOLUTION NO. 2024/\*\***

July 23, 2024

Page Two

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Antioch, California, hereby opposes the closing of the Antioch-Pittsburg San Joaquins Passenger Stop (Amtrak Station) in Antioch and urges Amtrak, the San Joaquin Joint Powers Authority, and relevant stakeholders to explore all possible alternatives to keep the station open and operational.

**BE IT FURTHER RESOLVED**, that the City Council of the City of Antioch calls upon federal, state, and local officials to join in opposition to the closure of the Antioch-Pittsburg San Joaquins Passenger Stop (Amtrak Station) and to advocate for the continued operation and investment in this critical transportation asset.

**BE IT FURTHER RESOLVED**, that copies of this resolution will be transmitted to the Governor of California, members of the California State Legislature, the United States Congress, the San Joaquin Joint Powers Authority, and other relevant parties to underscore the City of Antioch's strong opposition to the closing of the Antioch-Pittsburg San Joaquins Passenger Stop (Amtrak Station).

**BE IT FURTHER RESOLVED**, the City of Antioch's support for the Antioch-Pittsburg San Joaquins Passenger Stop (Amtrak Station), protest the decision of the San Joaquin Joint Powers Authority to close the Antioch-Pittsburg San Joaquins Passenger Stop (Amtrak Station), and call on the San Joaquin Joint Powers Authority to not eliminate regular service to the Antioch-Pittsburg San Joaquins Passenger Stop (Amtrak Station) but rather operate both the Oakley and Antioch-Pittsburg San Joaquins Passenger Stop (Amtrak Station).

\* \* \* \* \*

**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 23rd day of July 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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





## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of July 23, 2024

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

**SUBMITTED BY:** Kwame P. Reed, Acting City Manager *KPR*

**SUBJECT:** City Council Requested Discussion Item – Potential of Creation of Diversity, Equity, Inclusion, and Belonging (DEIB) Officer Position

---

### **RECOMMENDED ACTION**

It is recommended that the City Council discuss and provide direction to City staff.

### **FISCAL IMPACT**

The recommended action has no fiscal impact at this time.

### **DISCUSSION**

This item is for the City Council's discussion at Councilmember Torres-Walker's request to consider the potential creation of a Diversity, Equity, Inclusion, and Belonging (DEIB) - Officer position.

### **ATTACHMENTS**

None



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of July 23, 2024

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

**SUBMITTED BY:** Kwame P. Reed, Acting City Manager *KPR*

**SUBJECT:** City Council Requested Discussion Item – Potential of Creation of Health and Safety Analyst Position for the Human Resources Department

---

### **RECOMMENDED ACTION**

It is recommended that the City Council discuss and provide direction to City staff.

### **FISCAL IMPACT**

The recommended action has no fiscal impact at this time.

### **DISCUSSION**

This item is for the City Council's discussion at Councilmember Torres-Walker's request to consider the potential creation of a Health and Safety Analyst position for the Human Resources Department.

### **ATTACHMENTS**

None