



ANNOTATED AGENDA

Antioch City Council REGULAR MEETING

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

Date: **Tuesday, August 27, 2024**

Time: 5:15 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). Please see the inside cover for detailed Speaker Rules.

PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.

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.

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.

5:15 P.M. ROLL CALL – CLOSED SESSION – for Council Members – ***Council Members District 2 Barbanica, District 3 Ogorchock, Mayor Pro Tem (District 4) Wilson, and Mayor Hernandez-Thorpe [Council Member District 1 Torres-Walker – Absent]***

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS *for Closed Session*

CLOSED SESSION:

- 1) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION –** pursuant to California Government Code section 54956.9: Susana Shippam v. City of Antioch, Superior Court of California Contra Costa County (Case No. C22-01129).

City Council voted to approve to settle case in the amount of \$85,000, 5/0

- 2) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION,** Initiation of litigation pursuant to California Government Code section 54956.9(c): Three Cases.

Direction provided to City Attorney

- 3) PUBLIC EMPLOYEE PERFORMANCE EVALUATION: ACTING CITY MANAGER.** This closed session is authorized pursuant to California Government Code section 54957(b)(1).

No reportable action

CLOSED SESSION – Continued

- 4) **PUBLIC EMPLOYEE PERFORMANCE EVALUATION: CITY ATTORNEY.** This closed session is authorized pursuant to California Government Code section 54957(b)(1).

No reportable action

- 5) **A. PUBLIC EMPLOYEE APPOINTMENT: CITY MANAGER.** This closed session is authorized pursuant to California Government Code section 54957(b)(1).

- B. CONFERENCE WITH LABOR NEGOTIATORS –** pursuant to California Government Code section 54957.6. City designated representatives: Human Resources Director Ana Cortez and City Attorney Thomas Lloyd Smith. Employee Organization: Unrepresented Employee – City Manager Candidate.

No reportable action

5:29 P.M. MOTIONED TO ADJOURN TO CLOSED SESSION

7:10 P.M. ROLL CALL – REGULAR MEETING – for City /City Council Members acting as Housing Successor to the Antioch Development Agency – ***All Present***

PLEDGE OF ALLEGIANCE

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

1. INTRODUCTION OF NEW CITY EMPLOYEES

2. PROCLAMATIONS

- International Overdose Awareness Day, August 31, 2024
- Childhood Cancer Awareness Month, September 2024

Approved, 5/0

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

3. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

- THE “YOCH” TEEN VOLUNTEER PROGRAM – Visit: antiochca.gov/Youth
- MAYOR’S APPRENTICESHIP PROGRAM (MAP) – Visit: antiochca.gov/MAP

4. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- CONTRA COSTA COUNTY MOSQUITO & VECTOR CONTROL BOARD
- ECONOMIC DEVELOPMENT 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 JULY 23, 2024

Approved, 5/0

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

B. APPROVAL OF COUNCIL MEETING MINUTES FOR AUGUST 13, 2024

Continued, 5/0

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

C. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

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

D. APPROVAL OF HOUSING SUCCESSOR WARRANTS

Approved, 5/0

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

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

- E.** APPROVAL OF THE PROPOSAL FROM LILYPAD EV UTILIZING THE SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 04221-CPI FOR PHASE 1 OF THE ZERO EMISSION VEHICLE TRANSITION PROJECT (P.W. 690-1)

Reso No. 2024/118 adopted, 5/0

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

- 1) Approving the proposal from Lilypad EV to purchase twelve (12) electric vehicle chargers supplied by ChargePoint in the amount of \$195,895 utilizing the Sourcewell Cooperative Purchasing Agreement No. 04221-CPI for Phase 1 of the Zero Emission Vehicle Transition Project; and
- 2) Authorizing the Acting City Manager to execute the cooperative purchasing agreement.

- F.** CONSIDERATION OF BIDS FOR THE JACOBSEN PARK RENOVATIONS (P.W. 59-P2)

Reso No. 2024/119 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution awarding the construction agreement to the lowest, responsive, and responsible bidder, Frontline General Engineering Construction, Inc., for the Jacobsen Park Renovations in the amount of \$595,830.55 with an additional \$100,000 contingency for a total project budget of \$695,830.55 and authorizing the Acting City Manager to execute the construction agreement.

- G.** FIRST AMENDMENT TO THE MAINTENANCE SERVICE AGREEMENT WITH DC ELECTRIC GROUP INC. FOR ELECTRIC VEHICLE CHARGER INSTALLATIONS

Reso No. 2024/120 adopted, 5/0

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

- 1) Approving the first amendment to the Maintenance Service Agreement with DC Electric Group Inc. extending the contract term for an additional two years and amending the scope to include electric vehicle charger installations increasing the agreement by \$145,000 and a 20 percent contingency in the amount of \$29,000 for a total increase amount of \$174,000, bringing the total agreement amount to \$2,174,000; and
- 2) Authorizing the Acting City Manager to execute the 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

- H.** APPROVAL OF THE REPLACEMENT PURCHASE OF A CATERPILLAR WHEEL LOADER MODEL CAT 914 UTILIZING A SOURCEWELL COOPERATIVE PURCHASING AGREEMENT WITH PETERSON CAT AGREEMENT NO. 011723-CAT

Reso No. 2024/121 adopted, 5/0

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

- 1) Approving the replacement purchase of one (1) new 2024 Caterpillar Wheel Loader Model CAT 914 utilizing a Sourcewell Cooperative Purchasing Agreement with Peterson Cat Agreement No. 011723-CAT in the amount not to exceed \$209,152; and
- 2) Authorizing the Acting City Manager to execute the Sourcewell cooperative purchasing Agreement No. 011723 with Peterson CAT in a form approved by the City Attorney.

- I.** RESOLUTION ACCEPTING COMPLETED IMPROVEMENTS, AUTHORIZING FILING A NOTICE OF COMPLETION AND AUTHORIZING THE RELEASE OF BONDS FOR AVIANO SUBDIVISION PHASE 3 IMPROVEMENTS NOT PREVIOUSLY ACCEPTED WITH CITY COUNCIL RESOLUTION NO. 2023/142, TRACT NO. 9489 (P.W. 676-3)

Reso No. 2024/122 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution accepting completed improvements, authorizing the Acting City Manager or designee to file a notice of completion and authorizing the release of bonds for Aviano Subdivision Phase 3, Tract No. 9489 (P.W. 676-3) Aviano Phase 3 improvements not previously accepted per City Council Resolution 2023/142.

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

- J. RESOLUTION APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. HSIPSL-5038(029) TO ADMINISTERING AGENCY-STATE AGREEMENT NO. 04-5038S21 FOR STATE FUNDS FROM THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) AND APPROVING A FISCAL YEAR 2024/25 BUDGET AMENDMENT FOR THE INSTALLATION OF HAWK SIGNALS AT VARIOUS LOCATIONS (P.W. 282-25)

Reso No. 2024/123 adopted, 5/0

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

- 1) Authorizing the Acting City Manager or designee to execute the Program Supplement Agreement No. HSIPSL-5038(029) to Administering Agency-State Agreement No. 04-5038S21 for State funds from the Highway Safety Improvement Program (HSIP) for the Installation of Hawk Signals at Various Locations; and
- 2) Approving an amendment to allocate \$70,000 in the Fiscal Year 2024/25 Traffic Signal Operating Budget for preliminary engineering for the Installation of Hawk Signals at Various Locations.

PUBLIC HEARING

6. INTRODUCTION OF THE JUST CAUSE EVICTION ORDINANCE

To September 10, 2024, for adoption incorporating two amendments, 5/0

Recommended Action: It is recommended that the City Council introduce by title only and waive further reading of the Ordinance Adding Chapter 6 of Title 11 of the Antioch Municipal Code Providing Just Cause Eviction Protection within the City of Antioch.

COUNCIL MEMBER BARBANICA RECUSED HIMSELF PRIOR TO THE DISCUSSION OF PUBLIC HEARING ITEM #7.

7. GOOD CHANCE PRELIMINARY DEVELOPMENT PLAN (PRE2023-0004)

Council consensus to not approve.

Recommended Action: It is recommended that the City Council provide feedback to the applicant and staff regarding the proposal and provide direction to the applicant for the entitlement submittal.

COUNCIL MEMBER BARBANICA RETURNED TO THE DAIS AFTER PUBLIC HEARING ITEM #7

PUBLIC HEARING – Continued

8. INTRODUCTION OF AN ORDINANCE: APPROVING COUNCILMEMBER INCREASES IN SALARY IN ACCORDANCE WITH SENATE BILL 329. THE COUNCIL PAY WILL INCREASE FROM \$1,604 PER MONTH TO \$1,900 PER MONTH AND WILL NOT TAKE EFFECT UNTIL THE NEXT CITY COUNCIL IS SEATED AFTER THE NOVEMBER 2024 ELECTION.

To September 10, 2024, for Adoption, 4/1 (Ogorchock – No)

Recommended Action: It is recommended that the City Council introduce by title only and waive the further reading of the ordinance increasing councilmember compensation to one thousand nine hundred dollars (\$1,900) per month for a total of twenty-two thousand eight hundred dollars (\$22,800) per year.

COUNCIL REGULAR AGENDA

9. APPOINTMENT OF BESSIE M. SCOTT AS CITY MANAGER AND APPROVAL OF AN EMPLOYMENT AGREEMENT WITH BESSIE M. SCOTT FOR CITY MANAGER SERVICES

Appointed Bessie M. Scott as City Manager for a term of two years with an annual salary of \$263,880 (Salary Schedule Step B); and approved reimbursement of additional moving expenses up to \$20,000, 3/2 (Barbanica, Ogorchock - No)

Recommended Action: It is recommended that the City Council

- 1) Approve the Agreement appointing Bessie M. Scott as City Manager for a term of two years with an annual salary of \$ [REDACTED] (Salary Schedule Step [REDACTED]);
- 2) Approve reimbursement of additional moving expenses up to [REDACTED]; and
- 3) Authorize the Mayor to sign the Agreement in a form approved by the City Attorney.

COUNCIL REGULAR AGENDA – Continued

10. 2023 ANNUAL MILITARY EQUIPMENT REPORT

Recommended Action: It is recommended that the City Council review and approve the 2023 Annual Military Equipment Report.

11. RESPONSE TO GRAND JURY REPORT NO. 2405, “CHALLENGES FACING THE CITY OF ANTIOCH”

Recommended Action: It is recommended that the City Council adopt the resolution to approve the response to the Grand Jury report: “Challenges Facing the City of Antioch” and authorize the Mayor to sign it.

12. DESIGNATION OF A VOTING DELEGATE AND ALTERNATE DELEGATE FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND AUTHORIZATION FOR ASSOCIATED CONFERENCE EXPENSES NOT TO EXCEED \$2,238 PER PARTICIPANT

Recommended Action: It is recommended that the City Council appoint a Voting Delegate and Alternate Delegate for the 2024 League of California Cities Annual Conference. It is further recommended that the Council authorize the associated conference expenses for one participant in an amount not to exceed \$2,238.

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 at 11:09 p.m., 5/0



INTRODUCTION OF NEW CITY EMPLOYEES

DATE: Regular Meeting of August 27, 2024

TO: Honorable Mayor and Members of the City Council

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

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

- Brennan Taft, Community Services Officer

➤ Human Resources Director Ana Cortez would like to introduce:

- Michele Milo, Human Resources Technician



INTERNATIONAL OVERDOSE AWARENESS DAY

August 31, 2024

WHEREAS, the City of Antioch affirms and acknowledges the harm and hardship caused by drug overdose;

WHEREAS, the purpose of International Overdose Awareness Day is to remember loved ones lost to overdose and to end the stigma surrounding substance use disorder ("SUD") and drug-related deaths;

WHEREAS, we aspire to play our part in reducing the toll of overdose in our community, which continues to claim the lives of Antioch community members every year and forever affects those who loved and cared about them; and

WHEREAS, the people affected by overdose are sons and daughters, mothers and fathers, brothers and sisters, and deserving of our love, compassion, support and remembrance.

NOW, THEREFORE, I, LAMAR A. HERNANDEZ-THORPE, Mayor of the City of Antioch, along with the Contra Costa County MEDS Coalition and other community partners hereby proclaim that August 31, 2024 is International Overdose Awareness Day throughout the City of Antioch.

AUGUST 27, 2024

LAMAR A. HERNANDEZ-THORPE, Mayor

**2.01
08/27/24**



CHILDHOOD CANCER AWARENESS MONTH
September 2024

WHEREAS, childhood cancer is the leading cause of death by disease in children. One in 285 children in the United States will be diagnosed by their 20th birthday;

WHEREAS, 46 children per day or 16,790 children per year are diagnosed with cancer in the United States. The average age of diagnosis is 6 years old;

WHEREAS, 80% of childhood cancer patients are diagnosed late and with metastatic disease. On average there's been a 0.6 percent increase in incidence per year since the mid 1970's resulting in an overall incidence increase of 24 percent over the last 40 years;

WHEREAS, two-thirds of childhood cancer patients will have chronic health conditions as a result of their treatment toxicity, with one-quarter being classified as severe or life-threatening. In the last 30 years, only six new drugs have been approved by the FDA to specifically treat childhood cancer;

WHEREAS, approximately one-half of childhood cancer families rate the associated financial toxicity due to out-of-pocket expenses as considerable to severe. The National Cancer Institute recognizes the unique research needs of childhood cancer and the associated need for increased funding to carry this out;

WHEREAS, hundreds of non-profit organizations at the local and national level are helping children with cancer and their families cope through educational, emotional, and financial support; and

WHEREAS, researchers and healthcare professionals work diligently dedicating their expertise to treat and cure children with cancer. Too many children are affected by this deadly disease and more must be done to raise awareness and find a cure.

NOW, THEREFORE, I, LAMAR A. HERNANDEZ-THORPE, Mayor of the City of Antioch, hereby proclaim that September is Childhood Cancer Awareness Month and support finding a cure for the cause that so deeply impacts families in every community across our country.

AUGUST 27, 2024

LAMAR A. HERNANDEZ-THORPE, Mayor

2.02
08/27/24

THE YOCH Teen Volunteer Program



VO **LU** **NT** **EE** **R!**

Teens aged 12-15 have the opportunity to learn about starting a business, develop practical job skills, and receive valuable support while participating in our program. Participation requires completion of at least one community service project.

Please note that registration is mandatory due to limited space, and while stipends may be available, they are not guaranteed. **Deadline: August 30, 2024**

Activity #11527 | For more information visit antiochca.gov/youth

**Open to
teens ages
12-15 years***

**For Antioch residents
and/or AUSD students.*

ANTIOCH
CALIFORNIA
OPPORTUNITY LIVES HERE

#3

Mayor's
Apprenticeship Program
Are you currently or formerly justice involved?
Do you need training and a part-time job?



M.A.P. IS A PAID PROGRAM
FOR YOUNG ADULTS AGES 18–26,
WHO MAY BE JUSTICE INVOLVED,
UNHOUSED, FOSTER YOUTH OR
HAVE BARRIERS TO EMPLOYMENT.

APPLY TODAY AT:

antiochca.gov/MAP



Deadline :
09/15/24

PROGRAM OFFERS :

- ☒ 60 HOURS OF PAID
WORKFORCE DEVELOPMENT
TRAINING
- ☒ ONGOING PROFESSIONAL
DEVELOPMENT
- ☒ PART TIME POSITION IN A CITY
OF ANTIOCH DEPARTMENT

For more information:

925-779-7082

The City of Antioch urges residents to become involved in their local community! One way to do so is to serve on one of the various Boards, Commissions, and Committees. Any interested resident is encouraged to apply for the vacancies listed below by the **Extended Deadline Date: 5:00 p.m. on Friday, August 30, 2024.**

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

- One (1) vacancy, expiring April 2026

➤ **ECONOMIC DEVELOPMENT COMMISSION**

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

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. 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



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.

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, 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.



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., 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:

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, 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.

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

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

**July 23, 2024
Council Chambers**

6:00 P.M. - CLOSED SESSION

Mayor Hernandez-Thorpe called the Closed Session to order at 6:01 P.M., and City Clerk Householder called the roll.

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

PLEDGE OF ALLEGIANCE

Mayor Hernandez-Thorpe led the Pledge of Allegiance.

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

PUBLIC COMMENTS – None

ADJOURN TO CLOSED SESSION

Mayor Hernandez-Thorpe adjourned to Closed Session at 6:03 P.M.

7:00 P.M. REGULAR MEETING

Mayor Hernandez-Thorpe called the meeting to order at 7:01 P.M. in honor of Volunteer Police Reserve Officer and Volunteer in Police Service (VIP) Frank Rupani, and City Clerk Householder called the roll.

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

Mayor Hernandez-Thorpe led a moment of silence for Frank Rupani.

PLEDGE OF ALLEGIANCE

Mayor Hernandez-Thorpe led the Pledge of Allegiance.

Interim Police Chief Addington recognized Frank Rupani's volunteer, professional and military service.

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**, City Council authorized a settlement in the amount of \$99,000, by a 4-0 vote, **#2 CONFERENCE WITH REAL PROPERTY NEGOTIATIONS**, Direction given to Acting City Manager and City Attorney; and, **#3 PUBLIC EMPLOYMENT – RECRUITMENT OF CITY MANAGER**, no reportable action.

1. INTRODUCTION OF NEW CITY EMPLOYEES

Mayor Hernandez-Thorpe recognized the Springboard Interns in attendance this evening.

Acting Director of Public Works/City Engineer Buenting introduced Dylan DeOliveira, General Laborer and Zachary Lang, Collection Systems Worker I who stated they looked forward to serving the citizens of Antioch.

Director of Public Safety and Community Resources Johnson introduced Joshua Harrison, Community Engagement Coordinator who was not in attendance this evening.

Finance Director Merchant introduced Shameka Shavies, Accountant I, who stated she looked forward to serving the citizens of Antioch.

Interim Police Chief Addington introduced Hunter Whitson, Ryan Tryner, Richardo Mayorga Esquiviz and Pedro Morales-Diaz Police Officers and Sara Martin, Police Dispatcher who stated they looked forward to serving the citizens of Antioch.

Interim Police Chief Addington administered the Oath of Honor to the new Antioch Police Department (APD) employees.

2. PROCLAMATION

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

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council members present unanimously approved the proclamation.

Acting Assistant City Manager/Director of Parks and Recreation Helfenberger gave a history of the Sister City Program and thanked the host families. He introduced members of the Sister City Delegation from Chichibu, Japan, who gave introductory comments.

The Sister City Delegation presented gifts to the City Council and staff.

Mayor Hernandez-Thorpe thanked the host families for accommodating the Sister City Delegation.

3. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Members of the Antioch Springboard Internship Project thanked Council for the creation of their program and announced the following civic and community events:

ANTIOCH YOUTH SERVICES – SPECIAL EVENTS

- Back 2 School Bowling – August 6, 2024, at Delta Bowl
- Tutoring Program - August 19 – December 18, 2024
- Sustainable Leaders in Action Presents: Green Dreams: Imagining a Sustainable Tomorrow – Summer Art Contest – Now through July 31, 2024

Acting Assistant City Manager/Director of Parks and Recreation Helfenberger announced the following civic and community events:

ANTIOCH RECREATION CENTER – SPECIAL EVENTS

- Multicultural Festival – August 10, 2024 - Williamson Ranch Park
- Summer Concert Series – August 8, 15, and 22, 2024 - Prewett Family Park Hillside

Councilmember Ogorchock announced the Rotary Cornhole Tournament would be held on July 27, 2024, at Prewett Park.

Mayor Hernandez-Thorpe highlighted the value of the Springboard Internship Program.

4. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Householder announced the following Board and Commission openings.

- Economic Development Commission
- Parks and Recreation Commission
- Contra Costa County Mosquito & Vector Control Board

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

Councilmember Ogorchock requested the Clerk's office advertise for the open positions on the Antioch Police Crime Prevention Commission.

Acting City Manager Reed responded that at a previous meeting Council had directed staff to prepare a resolution for the formation of an ad hoc committee to propose the future mission and purpose of a Public Safety and Community Resource Commission, in lieu of the Antioch Police Crime Prevention Commission.

PUBLIC COMMENTS

Madison Fordyce - Silva, Dozier Libby Medical High School Student/Springboard Intern and Leslie May discussed the importance of addressing long-term solutions for the unhoused.

Dominic Washington, Antioch High School Student/Springboard Intern, discussed environmental issues in Antioch.

Ralph Hernandez, Antioch resident, announced the passing of former City employee William B. Davis and requested Council agendaize recognition of Mr. Davis.

Patricia Granados requested Council provide a zoom option for public participation at Council meetings. She questioned what was delaying the investigation of the APD.

Krystle Law Brooks discussed her outreach efforts and the needs of the unhoused community.

Tachina Garrett expressed concern regarding the actions of a homeless individual in downtown Antioch and discussed the needs of the unhoused community.

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

Councilmember Torres-Walker reported on her attendance at the Community Development Block Grant (CDBG) Standing Committee meeting and announced a Cannabis Standing Committee would be held soon. She thanked Interim Police Chief Addington, City Attorney Smith and Acting Assistant City Manager Helfenberger for assisting her with the civil standby policy. She discussed services the City provided unhoused residents and spoke in support of Antioch taking additional actions to assist the unhoused.

Councilmember Barbanica discussed the importance of improving customer service in Antioch.

Councilmember Ogorchock announced SB-1 funds had been released and encouraged the City advocate for those funds.

MAYOR'S COMMENTS

Mayor Hernandez-Thorpe announced he would be attending a Tri Delta Transit meeting on July 24, 2024, and the Mayor's conference next week.

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
- B. APPROVAL OF COUNCIL WARRANTS
- C. APPROVAL OF HOUSING SUCCESSOR WARRANTS
- D. REJECTION OF CLAIM: A.J. JACKSON
- E. ORDINANCE NO. 2239-C-S 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*)
- F. RESOLUTION NO. 2024/97 AWARD OF A WEBMASTER SERVICES AGREEMENT WITH DIGITAL SERVICES
- G. RESOLUTION NO. 2024/98 AWARD OF A WEBSITE CONTENT MANAGEMENT SYSTEM AGREEMENT WITH CIVICPLUS FOR WEB CENTRAL
- H. RESOLUTION NO. 2024/99 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)
- I. RESOLUTION NO. 2024/100 ROAD MAINTENANCE AND REHABILITATION ACCOUNT (P.W. 707)
- J. RESOLUTION NO. 2024/101 PART-TIME OFFICE ASSISTANT
- K. RESOLUTION NO. 2024/102 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
- L. RESOLUTION NO. 2024/103 APPROVAL REAPPROPRIATING UNSPENT FISCAL YEAR 2024 YOUTH NETWORK SERVICES CONTRACTUAL SERVICES TO FISCAL YEAR 2025

On motion by Councilmember Ogorchock, seconded by Mayor Hernandez-Thorpe, the City Council members present unanimously approved the Council Consent Calendar with the exception of Item E, which was removed for further discussion.

Item E – Ralph Hernandez spoke in support of Council approving the ordinance and offered suggestions for strengthening penalties.

Alexander Broom spoke in support of Council approving the ordinance and suggested defining spectators/participants.

Councilmember Ogorchock requested staff determine if the following items could be added to the ordinance at a later date: impounding vehicles until court date, increasing fines and establishing fines for the use of City resources.

In response to Councilmember Torres-Walker, Interim Police Chief Addington provided an overview of sideshow activities in APD's response to those events.

City Attorney Smith commented that the fines collected would not be delivered to the City.

Councilmember Torres-Walker stated the City would not be receiving any physical benefits by passing this ordinance.

On motion by Councilmember Barbanica, seconded by Councilmember Ogorchock the City Council approved Item E. The motion carried the following vote:

Ayes: Barbanica, Ogorchock, Thorpe

Abstain: Torres-Walker

Absent: Wilson

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)

Acting Director of Public Works/City Engineer Buenting presented the staff report dated July 23, 2024, recommending 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.

Mayor Hernandez-Thorpe opened the Public Hearing.

Ralph Hernandez opposed the levy of annual assessments for the Street Lighting and Landscape Maintenance Districts. He questioned where the funds would be allocated.

Leslie May discussed safety concerns related to the lack of sufficient lighting and landscaping in downtown Antioch.

An unidentified speaker discussed safety concerns related to the lack of sufficient lighting and landscaping throughout Antioch.

Mayor Hernandez-Thorpe closed the Public Hearing.

Acting Director of Public Works/City Engineer Buenting explained the revenues from these assessments went towards maintenance in the Street Lighting and Landscape Maintenance Districts and the General Fund also subsidized these districts. He commented that only four districts changed with three having slight increases to cover costs. He noted this was a necessary levy and fell in line with past practice.

Councilmember Torres-Walker explained that lighting and landscaping improvements could be addressed through the CIP or budget process.

Acting Director of Public Works/City Engineer Buenting stated there was a streetlight replacement project within the CIP and they addressed any reported issues whenever possible.

Mayor Hernandez-Thorpe commented that the City had invested in improving landscaping throughout Antioch.

RESOLUTION NO. 2024/104

On motion by Councilmember Barbanica, seconded by Councilmember Ogorchock the City Council members present unanimously adopted 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

Acting City Manager Reed introduced Economic Development Program Manager Sweet who presented the staff report dated July 23, 2024, recommending 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.

An unidentified speaker questioned why the City's current representative had not pursued an affordable housing project and stated he did not recommend Mayor Hernandez-Thorpe be nominated for this committee.

Mayor Hernandez-Thorpe clarified that this body was in the initial research phase of exploring job opportunities in the green industry.

Councilmember Ogorchock suggested appointing a representative who was not up for election this year.

RESOLUTION NO. 2024/105

On motion by Councilmember Ogorchock, seconded by Mayor Hernandez-Thorpe the City Council adopted a resolution continuing the City of Antioch's participation in the Green Empowerment Zone and appointed Councilmember Torres-Walker as the representative who shall serve a two (2) year term. The motion carried the following vote:

Ayes: Barbanica, Ogorchock, Thorpe

Abstain: Torres-Walker

Absent: Wilson

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

Assistant City Attorney Kunding presented the staff report dated July 23, 2024, recommending the City Council consider adopting a resolution to approve KWMA Collective's proposed change in ownership.

In response to Councilmember Ogorchock, City Attorney Smith explained the delay in bringing this item to Council was attributed to staff waiting for supporting documents.

A motion was made to by Councilmember Ogorchock and seconded by Councilmember Torres-Walker to consider adopting the resolution.

RESOLUTION NO. 2024/106

A substitute motion was made by Councilmember Ogorchock, seconded by Councilmember Torres-Walker to adopt a resolution to approve KWMA Collective's proposed change in ownership. The motion passed unanimously by the Councilmembers present.

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

Acting City Manager Reed presented the staff report dated July 23, 2024, recommending the City Council adopt a resolution opposing the decommissioning of the Antioch-Pittsburg San Joaquins Passenger Stop (Amtrak Station) in Antioch.

Leslie May, Eddie Gums ACCE Antioch and an unidentified speaker spoke in support of the resolution opposing decommissioning of the Antioch Amtrak Station.

An unidentified speaker gave a history of rail service to Antioch and discussed the negative impacts of decommissioning the Antioch Amtrak Station.

In response to Councilmember Ogorchock, Acting Director of Public Works/City Engineer Buenting explained that the 2nd Street improvements within the CIP had been reassigned to Amtrak Station Improvements. He clarified that he had made the original change since the Amtrak Station was going to be decommissioned so the improvements could remain in the area.

RESOLUTION NO. 2024/107

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker the City Council members present unanimously adopted a resolution opposing the decommissioning of the Antioch-Pittsburg San Joaquins Passenger Stop (Amtrak Station) in Antioch.

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

Chima Luo, Springboard Intern, spoke in support of the creation of a Diversity, Equity, Inclusion and Belonging Officer position.

Councilmember Torres-Walker explained that she had brought this item forward for Council consideration at the request of an employee who had expressed a need for this position. She also requested Council consider establishing an Ad Hoc Committee to create policies around human rights and racial equity. Lastly, she requested an update from staff regarding this position.

Acting City Manager Reed reported that he had been working with staff to develop an RFP for an assessment on how to formulate policies that could be implemented by the City.

Following discussion, Council consensus directed staff to continue to pursue an assessment with the creation of this position.

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

Councilmember Torres-Walker explained that she had brought this item forward for Council consideration at the request of a staff member who had expressed a need for this position. She requested this item be tabled to allow time for additional conversations with Acting City Manager Reed.

On motion by Councilmember Torres-Walker, seconded by Councilmember Ogorchock the City Council members present unanimously tabled the item.

PUBLIC COMMENT

An unidentified speaker expressed concern about limited hours and capacity issues at the Antioch Animal Shelter. He urged Council to reach out to him to discuss housing developments for the unsheltered.

STAFF COMMUNICATIONS

Acting City Manager Reed thanked Acting Assistant City Manager Helfenberger and the Park and Recreation staff for their work on City events during the month of July.

City Attorney Smith thanked the Springboard Interns for their attendance this evening.

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS

Councilmember Torres-Walker thanked the public for their comments this evening. She requested an update on the Tobacco Ordinance. She discussed accusations against Councilmembers and encouraged everyone to think critically.

Councilmember Barbanica commented that the Tobacco Ordinance would be coming back to Council in the future.

Mayor Hernandez-Thorpe stated it was good seeing everyone this evening and wished everyone a good night.

ADJOURNMENT

A motion was made by Mayor Hernandez-Thorpe, seconded by Councilmember Torres-Walker to adjourn the meeting in honor of Frank Rupani.

A substitute motion was made by Mayor Hernandez-Thorpe, seconded by Councilmember Torres-Walker to adjourn the meeting at 9:55 P.M. in honor of Frank Rupani and Sonya Massey. The motion passed unanimously by the Councilmembers present.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 27, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ellie Householder, MPP, City Clerk
Christina Garcia, CMC, Assistant City Clerk *Cg*

SUBJECT: City Council Meeting Minutes of August 13, 2024

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of August 13, 2024.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
AUGUST 2 - AUGUST 15, 2024
FUND/CHECK#

100 General Fund

Non departmental

00414443	AVON MASONRY CONSTRUCTION	PROFESSIONAL SERVICES	20,000.00
00414466	COLONIAL LIFE	MONTHLY PREMIUM	1,136.98
00414471	CONTRA COSTA COUNTY	PAYROLL	50.00
00414476	CONTRA COSTA WATER DISTRICT	CCWD FACILITY RESERVE CHG	491,916.00
00414477	CONTRA COSTA WATER DISTRICT	TREATED WATER CAPACITY FEE	65,533.48
00414489	ECC REG FEE AND FIN AUTH	ECCRFFA-RTDIM	2,021,329.37
00414510	HORNE	UNAPPLIED PAYMENT REFUND	198.23
00414528	LIFE INSURANCE CO OF NO AMERICA	PAYROLL	5,217.34
00414539	MUNICIPAL POOLING AUTHORITY	PAYROLL	2,412.18
00414564	PARS	PAYROLL	16,579.28
00414583	STANTEC CONSULTING SERVICES INC	CONSULTING SERVICES	6,506.00
00414585	STATE OF CALIFORNIA	PAYROLL	120.00
00414615	AVON MASONRY CONSTRUCTION	PROFESSIONAL SERVICES	4,900.00
00948958	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	42,282.40
00948962	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	28,484.70

City Council

00414594	VERIZON WIRELESS	DATA USAGE	105.36
00414634	COSTCO	VARIOUS BUSINESS EXPENSES	140.26
00414721	US CONFERENCE OF MAYORS	MEMBERSHIP	10,099.00

City Attorney

00414452	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	3,083.60
00414506	HANSON BRIDGETT LLP	LEGAL SERVICES RENDERED	6,921.05
00414517	JACKSON LEWIS PC	LEGAL SERVICES RENDERED	252.00
00414525	LAW OFFICE OF RUTHANN G ZIEGLER	LEGAL SERVICES RENDERED	2,557.50
00414527	LIEBERT CASSIDY WHITMORE	ATTORNEY TRAINING	5,400.00
00414534	MEYERS NAVE A PROFESSIONAL CORP	LEGAL SERVICES RENDERED	11,168.28
00414544	OFFICE DEPOT INC	OFFICE SUPPLIES	86.33
00414588	TELECOM LAW FIRM PC	LEGAL SERVICES RENDERED	302.50
00414665	JACKSON LEWIS PC	LEGAL SERVICES RENDERED	379.50
00414684	OFFICE DEPOT INC	OFFICE SUPPLIES	31.17
00414708	SHRED IT INC	SHREDDING SERVICES	40.86

City Manager

00414594	VERIZON WIRELESS	DATA USAGE	4.35
00414707	SHIELD PROTECTION & PUBLIC SAFETY	PROFESSIONAL SERVICES	6,894.50
00414708	SHRED IT INC	SHREDDING SERVICES	40.85
00414720	TURNER, JOSEPH	MEMBERSHIP	600.00

City Clerk

00414427	ACCONTEMPS	TEMP SERVICES	6,076.23
00414491	EIDEN, KITTY J	TRANSCRIPTION SERVICES	1,187.50
00414598	ACCONTEMPS	TEMP SERVICES	1,498.56
00414708	SHRED IT INC	SHREDDING SERVICES	40.86

City Treasurer

00414671	LOOMIS ARMORED LLC	ARMORED CAR SERVICE	350.20
00414684	OFFICE DEPOT INC	OFFICE SUPPLIES	711.16

Human Resources

00414485	DIABLO LIVE SCAN LLC	FINGERPRINTS	1,080.00
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CLAIMS BY FUND REPORT
FOR THE PERIOD OF
AUGUST 2 - AUGUST 15, 2024
FUND/CHECK#

00414540	NEOGOV	SUBSCRIPTION FEE	1,960.00
00414544	OFFICE DEPOT INC	OFFICE SUPPLIES	37.87
00414599	ADETRONICS	FINGERPRINTS	40.00
00414628	CANON FINANCIAL SERVICES	LATE FEE	25.00
00414651	FEDEX	POSTAGE	30.73
00414663	IEDA INC	PROFESSIONAL SERVICES	6,755.44
00948950	COMPUTERLAND	CLICKSHARE	1,425.62
00948982	UBEO BUSINESS SERVICES	COPIER USAGE	5,723.46
Economic Development			
00414647	DUALHARE INC	PROFESSIONAL SERVICES	14,300.00
00414664	IMPLAN GROUP LLC	SUBSCRIPTION	4,050.00
00414704	SAM CLAR OFFICE FURNITURE	OFFICE FURNITURE DESIGN	1,503.58
Finance Administration			
00414684	OFFICE DEPOT INC	OFFICE SUPPLIES	27.99
Finance Accounting			
00414684	OFFICE DEPOT INC	OFFICE SUPPLIES	12.06
00948981	SUPERION LLC	ASP SERVICES	22,272.94
Finance Operations			
00414544	OFFICE DEPOT INC	OFFICE SUPPLIES	19.86
00414684	OFFICE DEPOT INC	OFFICE SUPPLIES	230.44
Non Departmental			
00414478	COSTCO	VARIOUS BUSINESS EXPENSES	2,142.35
00414568	RLW PROPERTIES LLC	CHICHIBU WELCOME DINNER	5,603.84
00414612	ASSOCIATION OF BAY AREA GOV	MEMBERSHIP	32,230.00
00414647	DUALHARE INC	PROFESSIONAL SERVICES	1,600.00
00414672	LOWES COMPANIES INC	SUPPLIES	1,309.94
00414678	MUNICIPAL POOLING AUTHORITY	PAYROLL	96,265.64
00414679	MUNICIPAL POOLING AUTHORITY	PAYROLL	44,798.06
00414680	MUNICIPAL POOLING AUTHORITY	PAYROLL	106,851.99
00948963	ALLIANT INSURANCE SERVICES	AMVP RENEWAL PREMIUM	7,955.00
00948964	AVENU	STARS SERVICE-1ST QTR	1,102.50
Public Works Administration			
00948971	GRAINGER INC	SUPPLIES	4,036.94
Public Works Street Maintenance			
00414563	PACIFIC NORTHWEST OIL	PAVING OIL	858.23
00414573	SEECCLICKFIX	CONNECT ANNUAL LICENSE	624.99
00414594	VERIZON WIRELESS	DATA USAGE	38.01
00414607	ANTIOCH ACE HARDWARE	SUPPLIES	62.55
00414608	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	12,531.65
00414621	BIG SKY ENVIRONMENTAL SOLUTIONS	WASTE OIL DISPOSAL	200.00
00414673	MANERI SIGN COMPANY	STREET SIGNS	771.49
00414681	MUNICIPAL POOLING AUTHORITY	PAYROLL	321.47
00414697	PERRY, DENNIS J	EXPENSE REIMBURSEMENT	300.00
00414702	ROYAL BRASS INC	PARTS	12.88
00414705	SCA OF CA, LLC	SWEEPING SERVICES	10,461.60
00414706	SHARJO LLC	ABATEMENT SERVICES	15,380.22
00414715	SUBURBAN PROPANE	PROPANE	421.36
00948971	GRAINGER INC	SUPPLIES	72.64



CLAIMS BY FUND REPORT
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FUND/CHECK#

Public Works-Signal/Street Lights

00414549	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	11,158.72
00414552	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	350.93
00414553	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	146.85
00414556	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	57.57
00414560	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	132.72
00414561	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	133.61
00414562	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	112.94
00414638	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	16,587.62
00414688	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	125.20
00414691	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	16.73
00414692	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	374.00

Public Works-Facilities Maintenance

00414437	ANTIOCH ACE HARDWARE	SUPPLIES	141.64
00414483	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	2,762.48
00414531	LOPEZ MNTS SVCS LLC	BATHROOM WALL REPAIRS	3,075.00
00414549	PACIFIC GAS AND ELECTRIC CO	GAS	26,067.91
00414594	VERIZON WIRELESS	DATA USAGE	38.01
00414602	AMERICAN PLUMBING INC	PLUMBING SERVICES	4,275.00
00414646	DREAM RIDE ELEVATOR	PROFESSIONAL SERVICES	2,950.00
00414657	HAWTHORN VENTURES LLC	SAFETY SHOES- STRONGMAN, E	593.33
00414672	LOWES COMPANIES INC	SUPPLIES	129.34
00414681	MUNICIPAL POOLING AUTHORITY	PAYROLL	114.86
00414690	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	420.53
00414693	PACIFIC GAS AND ELECTRIC CO	GAS	764.60
00414701	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	628.70
00948971	GRAINGER INC	SUPPLIES	3,706.77

Public Works-Parks Maint

00414483	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	2,086.92
00414549	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,221.61
00414555	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,288.06
00414558	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	32.66
00414578	SHERWIN WILLIAMS CO	SUPPLIES	538.20

Public Works-Median/General Land

00414549	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,526.49
00414688	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	30.56
00414689	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	14.80

PW-Work Alternative-Strt Maint

00414436	ANTIOCH ACE HARDWARE	TOOLS	1,042.35
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Police Administration

00414428	ADAMSON POLICE PRODUCTS	UNIFORMS	1,122.45
00414440	ARROWHEAD TOWING	TIRE CHANGE	114.50
00414441	AT AND T MOBILITY	DEPARTMENT CELL PHONES	6,733.25
00414458	CANON FINANCIAL SERVICES	CONTRACT CHARGE	2,508.39
00414460	CHAVARRIA, MARSHA D	PER DIEM	222.00
00414480	COVANTA ENERGY, LLC	EVIDENCE DESTRUCTION	1,934.63
00414482	CURTIS BLUE LINE	NEW EMPLOYEE UNIFORM	923.22
00414487	DUFFY, ADAM JAMES	EXPENSE REIMBURSEMENT	834.98



CLAIMS BY FUND REPORT
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00414499	GALLS LLC	PD EQUIPMENT	380.20
00414519	KAWALYA, COSTANTINE TENDO	PER DIEM	236.00
00414520	KELLEY, TEKARI TASHAY	PER DIEM	222.00
00414521	KNOX INVESTIGATIONS	BACKGROUND	1,679.26
00414523	KREINS CONSULTING	RECRUITING	16,000.00
00414524	LARA, SHIRLEY NAYELLI	PER DIEM	222.00
00414526	LEXIPOL LLC	ANNUAL POLICY RENEWAL	8,911.54
00414532	MEADS, KORINA M	PER DIEM	222.00
00414536	MOTOROLA SOLUTIONS INC	RADIOS	2,066.37
00414537	MULHOLLAND, MATTHEW	EXPENSE REIMBURSEMENT	36.00
00414542	NIEVES, DIANE GUADALUPE	PER DIEM	222.00
00414544	OFFICE DEPOT INC	OFFICE SUPPLIES	340.35
00414566	PREFERRED ALLIANCE INC	PRE-EMPLOYMENT	63.00
00414571	RODRIGUEZ, ALMA GABRIELA	PER DIEM	222.00
00414576	SHAFFER, COLE ANDREW	PER DIEM	690.00
00414584	STATE OF CALIFORNIA	PAYROLL	788.00
00414594	VERIZON WIRELESS	MODEMS	3,010.61
00414611	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	1,536.00
00414614	AT AND T MCI	PHONES	2,375.87
00414620	BEVERLY, KELLY LYNN	EXPENSE REIMBURSEMENT	372.64
00414642	DESIDERIO, JAMES	PER DIEM	148.00
00414647	DUALHARE INC	PROFESSIONAL SERVICES	100.00
00414648	EAN SERVICES LLC	TRAINING RENTALS	1,140.67
00414652	GALLS LLC	EQUIPMENT	11,013.12
00414659	HUNT AND SONS INC	FUEL	567.18
00414676	MILLER MENDEL INC	SOFTWARE	11,541.00
00414682	NELSON, AMANDA SUSANNE	PER DIEM	148.00
00414683	OCCUPATIONAL HEALTH CTR OF CA INC	PRE-EMPLOYMENT MEDICAL	1,443.00
00414684	OFFICE DEPOT INC	OFFICE SUPPLIES	484.09
00414687	PACIFIC COAST POLYGRAPH & INVESTIG	BACKGROUNDS	1,600.00
00414696	PERMANENTE MEDICAL GROUP INC, THE	PRE-EMPLOYMENT MEDICAL	5,244.00
00414709	SOURCING GROUP, THE	FORMS	402.22
00414716	THE GUMSHOE GROUP	BACKGROUNDS	11,000.00
00414726	WILLIAMS SCOTSMAN INC	EVIDENCE STORAGE	229.27
00414729	ZOOM MEDIA CONNECT	ADVERTISING	12,600.00
00948951	DELL COMPUTER CORP	ADOBE LICENSE	32.43
00948960	PROFORCE MARKETING INC	EQUIPMENT	36,788.20
00948967	CHAPLIN & HILL INVESTIGATIVE SVCS LLC	INTERNAL INVESTIGATIONS	6,750.00
00948977	PROFORCE MARKETING INC	EQUIPMENT	10,940.70
Police Community Policing			
00414450	EMPLOYEE	ADVANCED DISABILITY PENSION	5,685.00
00414465	EMPLOYEE	ADVANCED DISABILITY PENSION	5,685.00
00414495	FASTRAK VIOLATION PROCESSING	ON DUTY TOLL	28.00
00414586	EMPLOYEE	ADVANCED DISABILITY PENSION	5,685.00
00414637	D TAC K9 LLC	PROFESSIONAL SERVICES	475.00
00414644	EMPLOYEE	ADVANCED DISABILITY PENSION	8,984.50
00414661	HUNT AND SONS INC	FUEL	478.71
00414710	SP PLUS CORPORATION	PARKING SERVICES	21,636.32

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
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00948969	DELL COMPUTER CORP	SUPPLIES	2,959.08
Police Traffic Division			
00414505	EMPLOYEE	ADVANCED DISABILITY PENSION	5,685.00
Police Investigations			
00414429	ALHAMBRA	WATER	134.39
00414472	CONTRA COSTA COUNTY	LAB SERVICES	8,402.06
00414492	EWART, ASHLEY MARIE	EXPENSE REIMBURSEMENT	237.28
00414493	EWART, ASHLEY MARIE	EXPENSE REIMBURSEMENT	28.71
00414575	SEROLOGICAL RESEARCH INSTITUTE	CRIME LAB	2,500.00
00414587	T MOBILE USA INC	EVIDENCE/CELL RECOVERY	100.00
00414684	OFFICE DEPOT INC	OFFICE SUPPLIES	204.56
PD Special Investigations Unit			
00414648	EAN SERVICES LLC	VEHICLE RENTALS	8,694.61
Police Communications			
00414467	COMCAST	CONNECTION SERVICES	168.53
00414541	NET TRANSCRIPTS	TRANSCRIPT SRVICES	39.61
00414574	SENCOMMUNICATIONS INC	DISPATCH HEADSETS	1,325.45
00414604	AMERICAN TOWER CORPORATION	TOWER FEES	269.16
00414613	AT AND T	PHONES	64.65
00414614	AT AND T MCI	PHONES	3,559.71
00414649	EAST BAY REGIONAL COMM SYS	RADIO SERVICE	137,448.00
00414694	PACIFIC TELEMAGEMENT SVC	PAY PHONE	78.00
Police Facilities Maintenance			
00414462	CLASSY GLASS TINTING	COMMUNITY ROOM	2,871.00
00414549	PACIFIC GAS AND ELECTRIC CO	GAS	44,353.56
00414602	AMERICAN PLUMBING INC	PLUMBING SERVICES	175.00
00414646	DREAM RIDE ELEVATOR	PROFESSIONAL SERVICES	320.00
00414701	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	430.00
00948969	DELL COMPUTER CORP	COMPUTER EQUIPMENT	1,838.52
Youth Network Services			
00414456	CABRAL, MONSERRAT	EXPENSE REIMBURSEMENT	5,399.70
00414594	VERIZON WIRELESS	DATA USAGE	105.04
00414647	DUALHARE INC	PROFESSIONAL SERVICES	1,800.00
00414731	UNITED STATES POSTAL SERVICE	POSTAGE	650.00
Housing and Homelessness			
00414490	ECONOMY INN	MOTEL VOUCHER	700.00
00414577	SHARE COMMUNITY	LAUNDRY VOUCHER PROGRAM	1,196.25
00414594	VERIZON WIRELESS	DATA USAGE	52.68
PSCR Administration			
00414594	VERIZON WIRELESS	DATA USAGE	52.68
Community Development Administration			
00414544	OFFICE DEPOT INC	OFFICE SUPPLIES	171.60
00414596	VILLAGRANA, MONIQUE MONICA	EXPENSE REIMBURSEMENT	32.91
Community Development Land Planning Services			
00414633	CONTRA COSTA COUNTY	EIR FILING FEE	4,101.25
CD Code Enforcement			
00414500	GBA STORAGE, LLC	CHECK REPLACEMENT	255.00
00414501	HAWTHORN VENTURES LLC	CHECK REPLACEMENT	255.00



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00414518	JOHNSTON, AMY E	EXPENSE REIMBURSEMENT	88.33
00414627	CACEO	CONFERENCE	654.00
00414645	DOOR AND WINDOW GUARD SYSTEMS INC	WINDOWS/DOOR RENTAL	2,022.19
00414653	GBA STORAGE, LLC	MONTHLY STORAGE	255.00
PW Engineer Land Development			
00414514	INTERWEST CONSULTING GROUP INC	PROFESSIONAL SERVICES	137,288.75
Community Development Building Inspection			
00414635	CRYSTAL CLEAR LOGOS INC	UNIFORMS	751.16
206 American Rescue Plan Fund			
Mayor's Apprenticeship Program			
00414703	RUBICON PROGRAMS INC	PROFESSIONAL SERVICES	230.00
207 CalVIP Grant Fund			
Violence Intervention & Preven			
00414632	COMMUNITY INITIATIVES	PROFESSIONAL SERVICES	50,449.00
208 PLHA Grant Fund			
PLHA			
00414727	WINTER NIGHTS FAMILY SHELTER INC	WINTERNIGHTS SHELTER	33,915.84
00948972	HOUSE, TERI	CONSULTING SERVICES	6,417.50
211 Delta Fair Property Fund			
Non departmental			
Parks & Open Space			
00948974	KLEINFELDER INC	PROFESSIONAL SERVICES	372.50
00948980	STAR CONSTRUCTION INC	PROGRESS PAYMENT #3	395,890.00
212 CDBG Fund			
CDBG			
00414457	CANCER SUPPORT COMMUNITY	CDBG SERVICES	2,499.81
00414461	CITY DATA SERVICES LLC	CDBG SERVICES	672.00
00414468	COMMUNITY VIOLENCE SOLUTIONS	CDBG SERVICES	2,492.92
00414470	CC CHILD CARE COUNCIL	CDBG SERVICES	5,745.55
00414474	CC FAMILY JUSTICE ALLIANCE	CDBG SERVICES	4,258.28
00414475	CC SENIOR LEGAL SERVICES	CDBG SERVICES	1,332.37
00414479	COURT APPOINTED SPECIAL ADVOCATES	CDBG SERVICES	1,926.78
00414530	LIONS CTR FOR THE VISUALLY IMPAIRED	CDBG SERVICES	1,405.00
00414533	MEALS ON WHEELS & SR OUTREACH SVC	CDBG SERVICES	4,998.95
00414535	MONUMENT IMPACT	CDBG SERVICES	6,543.31
00414545	OMBUDSMAN SERVICES OF CCC	CDBG SERVICES	4,475.79
00414546	OPPORTUNITY JUNCTION	CDBG SERVICES	17,500.22
00414567	RENAISSANCE ENTREPRENEURSHIP CTR	CDBG SERVICES	6,146.93
00414580	SOCIETY OF ST VINCENT DE PAUL OF CCC	CDBG SERVICES	2,278.65
00948954	HOUSE, TERI	CONSULTING SERVICES	37,060.00
00948970	DIGITAL SERVICES	PROFESSIONAL SERVICES	2,015.00
00948972	HOUSE, TERI	CONSULTING SERVICES	21,377.50
CDBG-CV			
00948972	HOUSE, TERI	CONSULTING SERVICES	1,657.50
213 Gas Tax Fund			
Streets			
00414549	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	63,460.77
00414550	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	292.64



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00414554	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	171.02
00414557	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	9.52
00414688	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	404.94
214	Animal Services Fund		
Animal Services			
00414464	COGENT SOLUTIONS AND SUPPLIES	OPERATING SUPPLIES	212.64
00414509	HILLS PET NUTRITION	PET FOOD	701.85
00414549	PACIFIC GAS AND ELECTRIC CO	GAS	2,334.39
00414728	ZOETIS LLC	VET SUPPLIES	632.44
219	Recreation Fund		
Non departmental			
00414438	ANTIOCH BAND BACKERS ASSOC	INSURANCE REFUND	1,108.00
00414442	AVILA, CLINT	DEPOSIT REFUND	150.00
00414459	CHAABAN, JIM	DEPOSIT REFUND	1,000.00
00414589	CHAABAN, JIM	DEPOSIT REFUND	1,000.00
00414639	DEER VALLEY HIGH SCHOOL	DEPOSIT REFUND	300.00
00414714	STUART, JENNIFER	DEPOSIT REFUND	150.00
Nick Rodriguez Community Cent			
00414433	AMERICAN STAGE TOURS	CHICHIBU SF TOUR	4,814.50
00414438	ANTIOCH BAND BACKERS ASSOC	RENTAL REFUND	66.55
00414462	CLASSY GLASS TINTING	TINT LOBBY DOOR	105.00
00414478	COSTCO	VARIOUS BUSINESS EXPENSES	119.58
00414549	PACIFIC GAS AND ELECTRIC CO	GAS	8,266.91
00414603	AMERICAN STAGE TOURS	CHICHBU AIRPORT SFO	3,695.00
00414609	ANTIOCH GLASS	GLASS NRCC LOBBY DOOR	634.13
00414625	BRADY INDUSTRIES	JANITORIAL SUPPLIES	52.61
00414701	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	215.00
Senior Programs			
00414549	PACIFIC GAS AND ELECTRIC CO	GAS	5,511.28
Recreation Sports Programs			
00414454	BSN SPORTS LLC	SOFTBALL TEAM SHIRTS	1,297.34
00414469	CONCORD SOFTBALL UMPIRES	UMPIRE SERVICES	1,452.00
00414549	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	6,209.95
00414714	STUART, JENNIFER	ADULT FIELD RENTAL	104.00
Recreation-Comm Center			
00414432	AMERICAN PLUMBING INC	PLUMBING SERVICES	175.00
00414446	BAY AREA JUMP	JUMPERS MULTICULTURAL DAY	3,459.32
00414448	BE EXCEPTIONAL	CONTRACTOR PAYMENT	576.00
00414449	BE EXCEPTIONAL	CONTRACTOR PAYMENT	4,080.00
00414478	COSTCO	VARIOUS BUSINESS EXPENSES	571.30
00414483	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	43,895.86
00414488	DUGAND, KARINA	CONTRACTOR PAYMENT	288.00
00414502	GOLD COAST APPLIANCE SERVICE LLC	ICE MAKER SANITIZING SERVICE	543.05
00414503	GONZALEZ-ALSTON, ZONIA V	CONTRACTOR PAYMENT	928.80
00414522	KOVALICK, LUANNE	CONTRACTOR PAYMENT	356.40
00414617	BAUTISTA JR, CESAR	MULTICULTURAL FESTIVAL	3,914.28
00414655	GOLD COAST APPLIANCE SERVICE LLC	ICE MAKER SERVICE	250.00
00414671	LOOMIS ARMORED LLC	ARMORED CAR SERVICE	352.60



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00414672	LOWES COMPANIES INC	SUPPLIES	215.94
00414684	OFFICE DEPOT INC	OFFICE SUPPLIES	43.02
00414731	UNITED STATES POSTAL SERVICE	GUIDE POSTAGE FALL-24	4,750.00
Recreation Water Park			
00414434	AMS DOT NET INC	FIREWALL REPLACEMENT PROJ	70.00
00414483	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	5,621.21
00414484	DEPT OF INDUSTRIAL RELATIONS	SLIDE INSPECTION	292.50
00414512	ICEE COMPANY, THE	CONCESSIONS	517.30
00414549	PACIFIC GAS AND ELECTRIC CO	GAS	25,873.68
00414618	BAY CITIES PYROTECTOR	FIRE SPRINKLER & TESTING	2,840.00
00414625	BRADY INDUSTRIES	JANITORIAL SUPPLIES	1,447.78
00414669	LINCOLN EQUIPMENT INC	CHEMICALS	12,719.51
00414718	THOMAS, JORDAN	CHECK REPLACEMENT	96.00
00414723	US FOODS INC	CONCESSIONS	1,583.47
00948975	NATIONAL AQUATICS SERVICES INC	REPAIR SERVICES	1,557.60
222	Measure C/J Fund		
Streets			
00414643	DEVIL MOUNTAIN NURSERY LLC	CONTRA LOMA ENHANCE	1,289.23
226	Solid Waste Reduction Fund		
Solid Waste			
00414463	CLEARSTREAM RECYCLING INC	REPLACEMENT PARTS	417.00
00414593	VECTOR MEDIA HOLDING CORP	ADVERTISING	21,925.25
229	Pollution Elimination Fund		
Channel Maintenance Operation			
00414579	SILVA LANDSCAPE	LANDSCAPE SERVICES	10,800.00
00948961	RED WING SHOE STORE	SAFETY SHOES- DE OLIVEIRA, D	592.49
251	Lone Tree SLLMD Fund		
Lonetree Maintenance Zone 1			
00414549	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,253.97
Lonetree Maintenance Zone 2			
00414549	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,091.47
Lonetree Maintenance Zone 3			
00414610	ARBORICULTURAL SPECIALTIES, INC.	TREE TRIMMING SERVICES	12,320.00
Lonetree Maintenance Zone 4			
00414549	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	107.52
00414699	RECOLOGY BLOSSOM VALLEY ORGANICS	MULCH	4,721.44
252	Downtown SLLMD Fund		
Downtown Maintenance			
00414549	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	418.07
253	Almondridge SLLMD Fund		
Almondridge Maintenance			
00414549	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	399.37
254	Hillcrest SLLMD Fund		
Hillcrest Maintenance Zone 1			
00414549	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,466.28
Hillcrest Maintenance Zone 2			
00414549	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,124.45



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Hillcrest Maintenance Zone 4

00414549	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,016.73
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255 Park 1A Maintenance District Fund

Park 1A Maintenance District

00414549	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	110.93
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00414551	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	21.98
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00414559	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	57.77
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256 Citywide 2A Maintenance District Fund

Citywide 2A Maintenance Zone 3

00414549	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	120.14
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Citywide 2A Maintenance Zone 4

00414549	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	564.92
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Citywide 2A Maintenance Zone 5

00414549	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	608.53
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Citywide 2A Maintenance Zone 6

00414549	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	359.54
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Citywide 2A Maintenance Zone 9

00414549	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	735.73
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Citywide 2A Maintenance Zone10

00414549	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	106.33
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00414699	RECOLOGY BLOSSOM VALLEY ORGANICS	MULCH	2,360.72
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257 SLLMD Administration Fund

SLLMD Administration

00414594	VERIZON WIRELESS	DATA USAGE	76.02
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00948978	RED WING SHOE STORE	SAFETY SHOES- CABEZA, J	300.00
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259 East Lone Tree SLLMD Fund

Zone 1-District 10

00414549	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	74.86
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570 Equipment Maintenance Fund

Non departmental

00414511	HUNT AND SONS INC	FUEL	10,263.10
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00414660	HUNT AND SONS INC	FUEL	12,631.17
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Equipment Maintenance

00414437	ANTIOCH ACE HARDWARE	SUPPLIES	8.88
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00414451	BELKORP AG LLC	PARTS	1,314.84
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00414481	CRESO EQUIP RENTALS & AFFILIATES	EQUIPMENT RENTALS	354.17
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00414498	FURBER SAW INC	TOOLS	171.45
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00414529	LIM AUTOMOTIVE SUPPLY INC	PARTS	2,185.26
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00414538	MUNICIPAL MAINT EQUIPMENT INC	PARTS	808.81
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00414547	OREILLY AUTO PARTS	PARTS	3,697.10
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00414549	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,318.69
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00414569	ROBERT STIFFLER	TOOLS	2,136.78
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00414590	TRED SHED, THE	TIRES	1,037.88
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00414594	VERIZON WIRELESS	DATA USAGE	38.01
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00414619	BELKORP AG LLC	PARTS	417.98
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00414622	BIG SKY ENVIRONMENTAL SOLUTIONS	CHECK REPLACEMENT	310.00
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00414623	BILL BRANDT FORD	PARTS	3,070.89
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00414668	LES SCHWAB TIRES OF CALIFORNIA	REPAIR TIRES	2,098.09
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00414685	OREILLY AUTO PARTS	PARTS	781.38
00414713	STOMMEL INC	PARTS	123.85
00414719	TRED SHED, THE	PARTS	1,398.40
00414725	WALNUT CREEK FORD	PARTS	75.11
00948957	KIMBALL MIDWEST	SUPPLIES	2,338.23
00948959	PETERSON TRACTOR CO	PARTS	1,918.30
00948973	KIMBALL MIDWEST	SUPPLIES	1,361.68
00948976	PETERSON TRACTOR CO	PARTS	45.32
00948983	UNICO GLASS LLC	AUTO GLASS RIGHT/LEFT DOORS	558.63
573	Information Services Fund		
	Network Support & PCs		
00414513	INSIGHT PUBLIC SECTOR INC	MS LICENSING	144,512.48
00414614	AT AND T MCI	PHONES	587.91
00414629	COMCAST	CONNECTION SERVICES	306.80
00414666	KIS	NETWORK SUPPORT	107.50
00414695	PDQ COM CORPORATION	ANNUAL LICENSE	2,677.50
00948966	CARTER, RONN	CAMERA OPERATOR - JULY 2024	382.50
	GIS Support Services		
00414594	VERIZON WIRELESS	DATA USAGE	38.01
00414624	BORELLI, GINA	CONSULTING SERVICES	25,480.00
	Office Equipment Replacement		
00414434	AMS DOT NET INC	FIREWALL REPLACEMENT PROJ	1,450.00
00414606	AMS DOT NET INC	FIREWALL UPGRADE	667.89
00948950	COMPUTERLAND	SUPPLIES	3,885.02
00948951	DELL COMPUTER CORP	SUPPLIES	10,574.39
578	Post Retirement Medical-Misc Fund		
	Non Departmental		
00414565	RETIREE	CHECK REPLACEMENT	79.69
611	Water Fund		
	Non departmental		
00414435	ANIXTER INC	SUPPLIES	2,978.89
00414494	FASTENAL CO	SUPPLIES	910.03
00414496	FIRST VANGUARD RENTALS & SALES INC	SUPPLIES	11,159.75
00414582	STANDARD PLUMBING SUPPLY CO. INC.	SUPPLIES	148.16
00414650	FASTENAL CO	SUPPLIES	6,146.00
00414654	GEMPLER'S INC	SUPPLIES	3,109.99
00414662	IDN WILCO	SUPPLIES	2,169.52
00414675	MICHAEL DEGOEY	NITRILE GLOVES	65.74
00414711	STANDARD PLUMBING SUPPLY CO. INC.	SUPPLIES	958.78
00948953	HAMMONS SUPPLY COMPANY	SUPPLIES	980.37
00948971	GRAINGER INC	SUPPLIES	2,542.87
	Water Supervision		
00414508	HAWTHORN VENTURES LLC	UNIFORMS	10.27
00414594	VERIZON WIRELESS	DATA USAGE	152.04
	Water Production		
00301541	CITY OF BRENTWOOD	GROUNDWATER SUPPORT SVC	190.93
00414497	FLUID COOLING SYSTEMS	REPLACEMENT PUMPS	5,414.00
00414507	HASA INC	CHEMICALS	1,020.07



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00414515	IXOM WATERCARE INC.	PROFESSIONAL SERVICES	14,685.00
00414529	LIM AUTOMOTIVE SUPPLY INC	PARTS	922.74
00414549	PACIFIC GAS AND ELECTRIC CO	GAS	200,201.55
00414573	SEECCLICKFIX	CONNECT ANNUAL LICENSE	624.99
00414592	UNIVAR SOLUTIONS USA INC	CHEMICALS	37,814.59
00414594	VERIZON WIRELESS	DATA USAGE	38.01
00414595	VESTIS GROUP INC	WEEKLY SUPPLIES	325.02
00414597	WALTER BISHOP CONSULTING	PROFESSIONAL SERVICES	2,040.00
00414601	ALTA FENCE	FENCING SERVICES	28,228.00
00414607	ANTIOCH ACE HARDWARE	SUPPLIES	648.58
00414626	BRENNTAG PACIFIC INC	CHEMICALS	5,089.00
00414628	CANON FINANCIAL SERVICES	COLOR COPIER	368.68
00414641	DELTA DIABLO	WASTE COLLECTION	312.30
00414646	DREAM RIDE ELEVATOR	PROFESSIONAL SERVICES	1,650.00
00414656	GUALCO GROUP INC, THE	PROFESSIONAL SERVICES	4,185.00
00414658	HOME DEPOT, THE	SUPPLIES	210.10
00414672	LOWES COMPANIES INC	SUPPLIES	960.06
00414674	MCMMASTER CARR SUPPLY CO	STAINLESS STEEL PANEL	885.60
00414677	MOLINA, CHRISTOPHER G	EXPENSE REIMBURSEMENT	1,286.17
00414681	MUNICIPAL POOLING AUTHORITY	PAYROLL	226.92
00414688	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	71.82
00414698	POWERSPORTS OF VALLEJO INC	ELECTRIC CART PARTS	4,140.54
00414701	ROBINS LOCK AND KEY	WTP DOOR REPAIR	345.00
00414722	UNIVAR SOLUTIONS USA INC	CHEMICALS	39,180.27
00414724	VESTIS GROUP INC	WEEKLY SUPPLIES	108.34
00948949	CHEMTRADE CHEMICALS US LLC	CHEMICALS	10,646.80
00948950	COMPUTERLAND	SUPPLIES	1,132.88
00948955	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	738.68
00948961	RED WING SHOE STORE	SAFETY SHOES- MORENO, S	338.84
00948968	CHEMTRADE CHEMICALS US LLC	CHEMICALS	14,528.57
00948978	RED WING SHOE STORE	SAFETY SHOES- DAVI, D	350.00
Water Distribution			
00414431	ALTERED CANVAS	SUPPLIES	3,863.20
00414437	ANTIOCH ACE HARDWARE	SUPPLIES	13.02
00414444	BACKFLOW DISTRIBUTORS INC	PARTS	31,563.97
00414455	C AND J FAVALORA TRUCKING INC	TRUCKING & RECYCLING SVC	43,507.50
00414483	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	260.87
00414494	FASTENAL CO	SUPPLIES	150.87
00414508	HAWTHORN VENTURES LLC	SAFETY SHOES-HICKS, M	295.31
00414529	LIM AUTOMOTIVE SUPPLY INC	PARTS	78.93
00414543	NO CA BACKFLOW PREVENTION ASSOC	BACKFLOW TRAINING CLASS	525.00
00414548	PACE SUPPLY CORP	PARTS	10,501.24
00414549	PACIFIC GAS AND ELECTRIC CO	GAS	4.33
00414570	ROBERTS AND BRUNE CO	PARTS	6,667.70
00414572	ROYAL BRASS INC	PARTS	235.13
00414573	SEECCLICKFIX	CONNECT ANNUAL LICENSE	624.99
00414582	STANDARD PLUMBING SUPPLY CO. INC.	TOOLS	10.85
00414591	UNDERGROUND SVC ALERT OF NO CA & NV	ANNUAL REGULATORY FEE	1,105.89



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00414594	VERIZON WIRELESS	DATA USAGE	407.97
00414605	AMERICAN WATER WORKS ASSOC	MEMBERSHIP	125.00
00414607	ANTIOCH ACE HARDWARE	SUPPLIES	136.23
00414608	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	14,171.80
00414616	BACKFLOW DISTRIBUTORS INC	PARTS	1,598.12
00414636	CWEA SFBS	LICENSE RENEWAL	111.00
00414650	FASTENAL CO	SUPPLIES	908.64
00414681	MUNICIPAL POOLING AUTHORITY	PAYROLL	491.66
00414684	OFFICE DEPOT INC	OFFICE SUPPLIES	1,205.48
00414686	PACE SUPPLY CORP	VALVE BOX LID	22,919.91
00948950	COMPUTERLAND	SUPPLIES	2,226.25
00948952	FERGUSON ENTERPRISES INC	CUT SAWS	2,140.13
00948956	INFOSEND INC	PRINT AND MAIL SERVICES	2,102.19
00948961	RED WING SHOE STORE	SAFETY SHOES- BURROR, J	600.00
00948971	GRAINGER INC	SUPPLIES	622.30
00948978	RED WING SHOE STORE	SAFETY SHOES- HOPKINS, S	300.00
00948982	UBEO BUSINESS SERVICES	PRINTING SUPPLIES	1,015.19
Public Buildings & Facilities			
00414640	DELTA DIABLO	PROJECT REIMBURSEMENT	82,317.42
00414717	THOMAS C. PAVLETIC	PROFESSIONAL SERVICES	7,920.00
Water Systems			
00414548	PACE SUPPLY CORP	CONCRETE METER LIDS	51,892.40
00414686	PACE SUPPLY CORP	METER BOX LID	4,228.23
621	Sewer Fund		
Swr-Wastewater Administration			
00414455	C AND J FAVALORA TRUCKING INC	TRUCKING & RECYCLING SVC	43,507.50
00414486	DKF SOLUTIONS GROUP LLC	PROFESSIONAL SERVICES	5,897.00
00414508	HAWTHORN VENTURES LLC	SAFETY SHOES- BURRIS, R	2,932.78
00414516	JACK DOHENY COMPANY	SUPPLIES	2,050.43
00414538	MUNICIPAL MAINT EQUIPMENT INC	PARTS	9,603.70
00414548	PACE SUPPLY CORP	PARTS	1,168.84
00414549	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,494.45
00414570	ROBERTS AND BRUNE CO	PARTS	7,044.46
00414573	SEECCLICKFIX	CONNECT ANNUAL LICENSE	624.99
00414591	UNDERGROUND SVC ALERT OF NO CA & NV	ANNUAL REGULATORY FEE	1,105.90
00414594	VERIZON WIRELESS	DATA USAGE	337.02
00414608	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	14,171.80
00414658	HOME DEPOT, THE	SUPPLIES	170.76
00414667	LANG, ZACHARY	EXPENSE REIMBURSEMENT	239.00
00414681	MUNICIPAL POOLING AUTHORITY	PAYROLL	357.59
00414684	OFFICE DEPOT INC	OFFICE SUPPLIES	70.24
00414700	ROBERTS AND BRUNE CO	PARTS	1,568.35
00948956	INFOSEND INC	PRINT AND MAIL SERVICES	2,102.19
00948971	GRAINGER INC	SUPPLIES	69.86
00948978	RED WING SHOE STORE	SAFETY SHOES- LEWIS, J	299.15
00948979	SCOTTO, CHARLES W AND DONNA F	SEPTEMBER 2024 RENT	5,000.00



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
AUGUST 2 - AUGUST 15, 2024
FUND/CHECK#

631 Marina Fund
Marina Administration

00414430	ALHAMBRA	WATER SERVICE	39.47
00414453	BRENTWOOD PRESS & PUBLISHING INC	SPRING ADS	1,200.00
00414549	PACIFIC GAS AND ELECTRIC CO	GAS	6,549.87
00414594	VERIZON WIRELESS	DATA USAGE	38.01
00414600	ALHAMBRA	WATER SERVICE	13.99
00414630	COMCAST	CONNECTION SERVICES	697.81
00414631	COMCAST	CONNECTION SERVICES	698.51
00414672	LOWES COMPANIES INC	TOOLS	36.16
00414712	STEPHANIES AUTO CLEARANCE	BOAT LIEN SALE APPLICATION	55.00



AS HOUSING SUCCESSOR TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
AUGUST 2 - AUGUST 15, 2024
FUND/CHECK#

227 Housing Fund

Housing

00414445	BAY AREA AFFORDABLE HOMEOWNER	QUARTERLY SERVICES	7,200.00
00414447	BAY AREA LEGAL AID	QUARTERLY SERVICES	7,164.04
00414461	CITY DATA SERVICES LLC	QUARTERLY SERVICES	2,028.00
00414473	CONTRA COSTA CRISIS CENTER	QUARTERLY SERVICES	2,500.17
00414504	HABITAT FOR HUMANITY EAST BAY	QUARTERLY SERVICES	100,373.84
00414581	STAND FOR FAMILIES FREE OF VIOLENCE	QUARTERLY SERVICES	967.56
00414670	LOAVES AND FISHES OF CONTRA COSTA	QUARTERLY SERVICES	1,952.30
00948954	HOUSE, TERI	CONSULTING SERVICES	18,827.50
00948965	BAY AREA LEGAL AID	CHECK REPLACEMENT	32,627.88
00948972	HOUSE, TERI	CONSULTING SERVICES	7,820.00


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 27, 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 

SUBJECT: Approval of the Proposal from Lilypad EV Utilizing the Sourcewell Cooperative Purchasing Agreement No. 04221-CPI for Phase 1 of the Zero Emission Vehicle Transition Project; P.W. 690-1

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving the proposal from Lilypad EV to purchase twelve (12) electric vehicle chargers supplied by ChargePoint in the amount of \$195,895 utilizing the Sourcewell Cooperative Purchasing Agreement No. 04221-CPI for Phase 1 of the Zero Emission Vehicle Transition Project; and
2. Authorizing the Acting City Manager to execute the cooperative purchasing agreement.

FISCAL IMPACT

Funding for this action is included within the approved FY 2024/25 General Fund Operating Budget .

DISCUSSION

On September 13, 2022, the City Council awarded an agreement to Frontier Energy to assist the City of Antioch in transitioning the City's vehicle fleet from internal combustion engines (ICE) to Zero Emissions Vehicles (ZEV). The transition assessment commenced by performing a detailed assessment of the City's existing fleet inventory. All ICE vehicles were evaluated for possible equivalent ZEV replacements. This information was used to estimate the City's ultimate charging station needs and assist in estimating the overall cost of the transition. Possible charging station locations were visited to confirm construction feasibility. Locations were evaluated for City fleet and public vehicle usage as well as for their suitability for both grid-connected and solar-powered chargers.

On August 22, 2023, the City Council adopted a resolution approving an amendment to the FY 2023/24 Operating Budget to increase the funding from the General Fund for the Zero Emission Vehicle Transition Project by \$1,226,760 for a total amount of \$1,361,814.

A transition plan has been developed, which includes a project investment broken out into two phases. Lilypad EV has provided the City a proposal of cost for the procurement of the first phase of electric vehicle chargers. Lilypad EV holds a Sourcewell Contract that authorizes Lilypad EV to manage solicitations of electric vehicle chargers within a cooperative purchasing program. The City can utilize cooperative purchasing agreement and dispense with bidding procedures for the purchases of goods and services under its Municipal Code Section 3-4.12 (C) (1) and (2) which authorizes the use of Cooperative Purchasing Agreements.

Approval of the attached resolution will provide the first phase of electric vehicle chargers as outlined in the attached proposal to be installed in five (5) different locations within the City of Antioch. The installation will include three (3) Level 2 Chargers at City Hall, four (4) Level 2 Chargers at the Maintenance Service Center, one (1) DCFC Level 3 Charger at the Police Department, two (2) Level 2 Chargers at Nick Rodriguez Community Center, and two (2) Level 2 Chargers at the Water Treatment Plant. The All-purpose Level 2 charging stations are capable of charging at 14.4 kilowatts and provide 20-25 miles of range per hour of charging. The Fast DC station charges at 62.5 kilowatts and provides approximately 250 miles of range per hour of charging.

Staff recommends accepting the proposal from Lilypad EV. Lilypad EV holds a Sourcewell Contract for electric vehicle chargers supplied by ChargePoint.

ATTACHMENTS

- A. Resolution
Exhibit 1: Lilypad EV Quote dated June 5, 2024
- B. Sourcewell Contract No. 04221-CPI

ATTACHMENT "A"

RESOLUTION NO. 2024/xx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE PROPOSAL FROM LILYPAD EV UTILIZING THE SOURCEWELL
COOPERATIVE PURCHASING AGREEMENT NO. 04221-CPI AND AUTHORIZING
THE ACTING CITY MANAGER TO EXECUTE THE AGREEMENT FOR PHASE 1 OF
THE ZERO EMISSION VEHICLE TRANSITION PROJECT
P.W. 690-1**

WHEREAS, on September 13, 2022, the City Council awarded an agreement to Frontier Energy to assist the City of Antioch in transitioning the City's vehicle fleet from internal combustion engines (ICE) to Zero Emissions Vehicles (ZEV);

WHEREAS, a transition plan has been developed, which includes a project investment broken out into two phases;

WHEREAS, the City has considered purchasing twelve (12) electric vehicle chargers as outlined in the attached proposal (Exhibit "1") to initiate Phase 1 of the Zero Emission Transition Project throughout the City;

WHEREAS, it is recommended to accept the proposal from Lilypad EV, an authorized vendor of ChargePoint electric vehicle chargers;

WHEREAS, Lilypad EV holds a Sourcewell Contract that authorizes Lilypad EV to manage solicitations of electric vehicle chargers within a cooperative purchasing program; and

WHEREAS, the City can utilize cooperative purchasing and dispense with bidding procedures for the purchases of goods and services under its Municipal Code Section 3-4.12 (C) (1) and (2) which authorizes the use of Cooperative Purchasing Agreements.

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

1. Approves the proposal from Lilypad EV to purchase twelve (12) electric vehicle chargers in the amount of \$195,895 utilizing the Sourcewell Cooperative Purchasing Agreement No. 04221-CPI for Phase 1 of the Zero Emission Vehicle Transition Project; and
2. Authorizes the Acting City Manager to execute the cooperative purchasing agreement.

AI

RESOLUTION NO. 2024/**

August 27, 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 27th day of August 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

A2

EXHIBIT "1"



QUOTATION

Quote Presented By:
 Hiep Dang
 (408) 677-7255
 hiep.dang@lilypaddev.com
 4591 Pacheco Blvd Martinez, CA
 94553-2233

Quote Number 1429871
 Quote Date 6/5/2024
 Customer ID 3044969
 Quote Expires On 7/5/2024

Job Name: City Hall - Sourcewell - 042221-CPI			
Bill To: City of Antioch ATTN: Mitchell Loving 1307 W 4th St Antioch, CA 94509-1006		Ship To: City of Antioch ATTN: Mitchell Loving 1307 W 4th St Antioch, CA 94509-1006	
Quantity	Description	Unit Price	Ext. Price
3.00	CP-CP6021B-50A-L5.5 ChargePoint, Inc. CP6021, NA, AC Station, 2 x Type I Cable, 50A, 1-Phase, 18' Cable, 6' Cable Management Kit, Pedestal Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, Cellular/Wi-Fi, UL, Energy Star, Power Share Jumper, 1YR Parts Warranty	6,200.00	18,600.00
3.00	CP-CP6000-CMT-NA ChargePoint, Inc. CP6000 Concrete Mounting Template, NA	109.00	327.00
6.00	CP-CPCLD-COMMERCIAL-5 ChargePoint, Inc. Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as	1,640.00	9,840.00
3.00	CP-CP6000-ASSURE-5 ChargePoint, Inc. 5 prepaid years of ChargePoint Assure for CP6000 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	1,700.00	5,100.00
3.00	CP-CPSUPPORT-ACTIVE ChargePoint, Inc. Initial Station Activation & Configuration Service	349.00	1,047.00
3.00	CP-FREIGHT ChargePoint, Inc. Freight for ChargePoint/LilyPad	263.00	789.00
SUB-TOTAL:			35,703.00
TAX:			1,922.32
QUOTE TOTAL:			37,625.32

Terms: Due On Receipt

Quote 1429871

A3



4591 Pacheco Blvd Martinez, CA
94553-2233

TERMS AND CONDITIONS: All Sales transactions will be subject to the following terms and conditions

1. **PRICE.** Buyer shall pay the price in effect at time of delivery, together with transportation costs and applicable taxes. Prices quoted include discount for cash. The full price must be paid within 30 days from date of invoice. 3.0% will be added to the invoiced price for non-cash (ie, credit card) payments.
2. **PAYMENT.** Terms for creditworthy open accounts are net thirty (30) days from date of invoice. No further allowance for mail/delivery time is ordered. Amounts in excess of account credit limit are due upon presentation. Late charge of one and one-half percent (1.5%) per month is charged only upon the past due amount. Buyer agrees such a charge is reasonable because of the anticipated or actual harm caused by the delinquency of the buyer. The difficulties of proof of loss, and the inconvenience or non-feasibility of Seller otherwise obtaining a remedy. The charge is not, however, an agreement, express or implied, to grant more time for payment. Some forms of payment may require additional fees or surcharges. Those may include but are not limited to wire transfers, credit cards, and checks made on non-standard accounts. Cashiers checks must be cleared (paid by the bank) before goods can be released. Deposits are usually required on commercial customers, for orders valued at over \$10,000, and are also required for all non-stock or special order goods. In addition to late charges Seller may charge, and Buyer agrees to pay, for storage of customer/non-stock goods held for more than 30 days from date of invoice. Once invoicing has occurred the goods are property of the Buyer even if Seller continues to store goods in Seller's warehouse. No retainers are agreed or allowed.
3. **DELIVERY.** Seller shall, at its option, deliver the goods either F.O.B. manufacturer's plant or F.O.B. Seller's plant. Seller shall, at its option, deliver all of the goods at one time or in portions from time to time. Delivery dates are approximate, subject to normal variations customary in the industry and unforeseen delays. In no event shall Seller be liable for any damages to Buyer arising out of any delay or lateness in shipment. Seller will use its best efforts to effect timely delivery.
4. **SPECIAL WARNINGS REGARDING UTILITIES.** Projects that lack adequate power for their charging needs may require an upgrade or new electrical service, from a utility. Projects that do require an upgrade or new electric service from a utility, including new transformer(s), upgraded service to high voltage, or any involvement from a utility whatsoever, are controlled by the timeline of the utility company. Customer acknowledges that upgrades to utilities or new electric services are under the complete control of the utility company, not Shields Harper/LPEV. While Shields Harper/LPEV may assist in the application for a new service, Shields Harper/LPEV has no control over the timeline for utility work. Customer also recognizes that fees are required for new service applications, including design and engineering. However, design and engineering fees are non-refundable and do not guarantee that a new service will be available in a timely manner, if at all. Shields Harper/LPEV is not responsible for any delays, any issues or any claims related to any work required of and/or performed by the utility or any external entity or any other action needed to make the equipment operational, and for which Shields Harper/LPEV is not contracted to manage.
5. Customer is responsible to verify AT&T/Verizon 4G cell coverage of -85dbm or better at installation location.
6. **TITLE AND RISK OF LOSS.** Full risk of loss and title passes to the Buyer upon delivery of the goods to a carrier at the F.O.B. point. This risk of loss provision shall govern even if: (i) Seller has made a nonconforming tender, (ii) Buyer has revoked acceptance of the goods; or (iii) Buyer has repudiated this Agreement after the goods have been identified to this Agreement. Buyer grants Seller a security interest in the goods to secure payment in full. Upon Buyer's default in payment, Seller may, at its option, enter the property where any goods are located and repossess the goods, with or without judicial process. Additionally, Seller may pursue any other remedies available at law or in equity.
7. **RETURN.** Goods may be returned only with the prior written approval of Seller. Returned goods must be referenced to Seller's invoice number and must be sent freight prepaid to the location directed by Seller. Seller may collect a reasonable handling charge. Custom made and/or Built- To-Order ("BTO") products are not normally returnable after the order has been placed. Some manufacturers offer a return privilege upon payment of restock charges. Seller will implement all available returns. Returns of unopened packages are subject to restocking charges. Opened packages may not be returned.
8. **INSTALLATION.** If installation is included:
 - Premium time. This proposal is based on all work being done during standard working hours. Any work requiring work to be done outside of these hours will require additional cost.
 - Owner Utilities: Any owner utilities (landscape irrigation, local lighting, etc) that require location not included with call-before-you-dig type locating services, will be responsibility of site owner.
 - Existing Code Violations: Correction of existing code violations is not included.
 - Underground Obstructions All trenching and boring assumes reasonable digging conditions with no unforeseen obstacles or major rock that would require extra equipment and material to excavate. Excavation/removal of rock and hazardous material removal is not included.
 - Hydrovac Any hydrovac/sofdig/potholing required because of local underground conditions will be at extra cost if not specified in scope.
 - Electric Utility Company Fees for extensions of services are not included
 - Material Cost Increases Price based on current market value of materials / commodities (conduit/wiring/etc) and is subject to price increases beyond the period of the quote
 - Delayed Materials Delivery: We are not liable for liquidated damages or other costs associated with delayed delivery of materials (conduit/wiring/etc) due to shortages or unavailability of such commodities, raw materials, or components thru no fault of ours.
 - Engineer Drawings If stamped and sealed drawings are not included in the scope, but are subsequently determined to be required, additional cost will apply.
 - Change Orders Any alterations or deviations from the project scope specification involving extra costs will be executed only upon written orders, and will become an extra charge
 - Workmanlike Manner All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices.
 - Hazardous Materials We assume no liability for any materials deemed hazardous or contaminated by any agencies
 - Delays Beyond our Control All agreements contingent upon strikes, accidents, or other delays beyond our control.
 - Weather Project schedule may be delayed due to weather. We are not responsible for delays in the schedule due to weather.
 - Landscape Restoration Backfill of trenches is included, restoration of landscaping, sprinkler repair etc is not included.
 - Warranty: 1-year materials and workmanship warranty provided by electrical subcontractor for work performed by electrical

Quote 1429871

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4591 Pacheco Blvd Martinez, CA
94553-2233

subcontractor.

9. NOTICE TO CALIFORNIA CUSTOMERS RE: LCFS. (a) California's Low Carbon Fuel Standard ("LCFS") was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets. California has a statewide goal to reduce carbon intensity of transportation fuels by at least 10% by 2020. (b) EV chargers can track the fueling of electric vehicles, which positively contributes to reducing California's carbon intensity. If applicable reporting requirements are met, LCFS credits are issued by the California Air Resources Board. An available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations, including both Buyer and Seller. However, the LCFS credits are only available to one party, meaning any available credits may be claimed by either Buyer or by Seller. LILYPAD EV, but not by both. LILYPAD EV intends to claim available LCFS credits generated from use of the Charging Stations but will not claim any available LCFS credits that Buyer intends to claim. (c) If Buyer intends to claim the LCFS credits, it must engage in the reporting and other administrative obligations necessary to generate such credits and Buyer agrees that it will provide LILYPAD EV with written notice of its intent to claim LCFS credits within ten (10) days of the date of the delivery of the Charging Stations. If Buyer does not currently intend to claim the LCFS credits, but desires to do so at any time in the future, Buyer may, by providing written notice to LILYPAD EV, elect to claim LCFS credits generated thirty (30) days and more after the date of such notice. Buyer represents and warrants to LILYPAD EV that, in the absence of providing written notice, it will not claim any LCFS credits. All notices shall be provided by email to Lilypad EV at EVinfo@lilypadev.com.
10. LIMITATION OF WARRANTIES. The sole warranty applicable to the goods is that of the manufacturer. All warranty claims must be made within the manufacturer's warranty period. Seller makes no warranties, express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. Any description of the goods contained in the Agreement or on any invoice is for the sole purpose of identifying the goods, is not part of the basis of the bargain, and does not constitute a warranty that the goods will conform to that description. The use of any sample or model in connection with this Agreement is for illustrative purposes only, is not part of the basis of the bargain, and is not to be construed as a warranty that the goods will conform to the sample or model. No employee, agent or representative of Seller has any authority to bind Seller to any affirmation, representation or warranty concerning any goods or to assume for Seller any other liability in connection with any goods, except in writing, specifically included within this Agreement, and signed by an officer of Seller. Buyer shall hold for examination by Seller any goods claimed to be defective. In the event Buyer's claim is substantiated by Seller's examination, Seller shall, at its option, repair or replace the defective goods or credit an equitable portion of the purchase price against future purchases. It is expressly agreed that this Section 10 states Buyer's sole and exclusive remedy for any breach of warranty. Buyer agrees that no other remedy (including, without limitation, incidental or consequential damages) shall be available. This Section 10 allocates the risk of the failure of goods between Seller and Buyer as authorized by applicable law.
11. LIMITATION OF LIABILITY FOR DAMAGES. It is expressly agreed that Seller shall not be responsible for any direct, indirect, incidental, special or consequential damages whatsoever arising from breach of warranty, breach of contract, negligence, strict liability or any other legal theory. Such damages include, without limitation, loss of profits or revenue, cost of capital, loss of use of any equipment, or claims of customers of Buyer for such damages.
12. FORCE MAJEURE. Seller shall be excused for any non-delivery or default in performance in whole or in part due to acts of God, war, riot, terrorism, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, strikes, differences with workmen, delays in transportation, shortage of fuel, labor or materials, or any circumstantial cause beyond the control of Seller in the reasonable conduct of business.
13. GOVERNMENT REGULATIONS. Seller makes no representation that the goods comply with any present or future federal, state or local regulation or ordinance. Compliance is Buyer's responsibility.
14. COLLECTION COSTS. In the event Buyer defaults in the terms of payment, Seller may recover from Buyer all costs, including without limitation, reasonable attorneys' fees and costs including experts' fees, whether or not such collection includes the commencement of a lawsuit.
15. TERMS AND CONDITIONS. Seller's acceptance of orders is expressly conditioned upon the terms and conditions herein which shall prevail notwithstanding any variance with the terms and conditions of any order submitted by Buyer. In the event of buyer issues a purchase order with terms and/or conditions different than offered, the Seller may void the quotation and/or issue a re-quote. If the Seller, solely at the Seller's discretion, chooses to accept the purchase order any terms and conditions which differ from those offered will resolve in favor of those offered by the Seller and new or additional terms and conditions in the purchase order will be void unless agreed to in writing by the Seller. No verbal instructions, promises, agreements, utterances, etc. are binding upon Seller.
16. LAW. California law governs this transaction.
17. MODIFICATION OF AGREEMENT. This Agreement sets forth the final expression of the agreement of the parties with respect to the goods covered by this Agreement, supersedes all prior or contemporaneous agreements among them concerning such goods, constitutes a complete and exclusive statement of the terms of this Agreement, and cannot be modified in any way, except in writing and signed by an officer of the Seller and an authorized representative of the Buying entity. From time to time these Terms and Conditions may be changed by Seller. Buyer agrees to Terms and Conditions in effect at the time of order acceptance.
18. WAIVER. Waiver of Seller of a breach of any of the terms and conditions set forth above or on the reverse side shall not be construed as a waiver of any other subsequent breach.

PRINT NAME and DATE (Required)

SIGNATURE and DATE (Required)

The above individual certifies that they are an authorized representative of the Buying entity and have been authorized to commit the Buyer to these Terms and Conditions.

Form M-106 Revised 11/2023

Quote 1429871

Printed 6/5/2024 4:34 pm

Page 3 of 4

AS

Quote Presented By:

Hiep Dang

(408) 677-7255

hiep.dang@lilypaddev.com

4591 Pacheco Blvd Martinez, CA

94553-2233



QUOTATION

Quote Number 1429877

Quote Date 6/5/2024

Customer ID 3044969

Quote Expires On 7/5/2024

Job Name: Maint. Yard - Level 2 - Sourcewell - 042221-CPI

Bill To: City of Antioch
ATTN: Mitchell Loving
1307 W 4th St
Antioch, CA 94509-1006

Ship To: City of Antioch
ATTN: Mitchell Loving
1307 W 4th St
Antioch, CA 94509-1006

Quantity	Description	Unit Price	Ext. Price
4.00	CP-CP6021B-50A-L5.5 ChargePoint, Inc. CP6021, NA, AC Station, 2 x Type I Cable, 50A, 1-Phase, 18' Cable, 6' Cable Management Kit, Pedestal Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, Cellular/Wi-Fi, UL, Energy Star, Power Share Jumper, 1YR Parts Warranty	6,200.00	24,800.00
4.00	CP-CP6000-CMT-NA ChargePoint, Inc. CP6000 Concrete Mounting Template, NA	109.00	436.00
8.00	CP-CPCLD-COMMERCIAL-5 ChargePoint, Inc. Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as	1,640.00	13,120.00
4.00	CP-CP6000-ASSURE-5 ChargePoint, Inc. 5 prepaid years of ChargePoint Assure for CP6000 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	1,700.00	6,800.00
4.00	CP-CPSUPPORT-ACTIVE ChargePoint, Inc. Initial Station Activation & Configuration Service	349.00	1,396.00
4.00	CP-FREIGHT ChargePoint, Inc. Freight for ChargePoint/LilyPad	263.00	1,052.00
1.00	CP-CT1000-CPCMF-CPFL00K ChargePoint, Inc. The ChargePoint RFID Fleet Card Kit includes 10 RFID Fleet Cards for charging fleet vehicles. Fleet managers log into the admin portal to set up the fleet cards and associate each card with a fleet vehicle. The Card Kit enables managers to track and manage all fleet vehicle charging	80.00	80.00

SUB-TOTAL: 47,684.00

TAX: 2,570.88

QUOTE TOTAL: 50,254.88

Terms: Due On Receipt

Quote 1429877

Printed 6/6/2024 4:38 pm

Page 1 of 4

A6



4591 Pacheco Blvd Martinez, CA
94553-2233

TERMS AND CONDITIONS: All Sales transactions will be subject to the following terms and conditions

1. **PRICE.** Buyer shall pay the price in effect at time of delivery, together with transportation costs and applicable taxes. Prices quoted include discount for cash. The full price must be paid within 30 days from date of invoice. 3.0% will be added to the invoiced price for non-cash (ie, credit card) payments.
2. **PAYMENT.** Terms for creditworthy open accounts are net thirty (30) days from date of invoice. No further allowance for mail/delivery time is ordered. Amounts in excess of account credit limit are due upon presentation. Late charge of one and one-half percent (1.5%) per month is charged only upon the past due amount. Buyer agrees such a charge is reasonable because of the anticipated or actual harm caused by the delinquency of the buyer. The difficulties of proof of loss, and the inconvenience or non-feasibility of Seller otherwise obtaining a remedy. The charge is not, however, an agreement, express or implied, to grant more time for payment. Some forms of payment may require additional fees or surcharges. Those may include but are not limited to wire transfers, credit cards, and checks made on non-standard accounts. Cashiers checks must be cleared (paid by the bank) before goods can be released. Deposits are usually required on commercial customers, for orders valued at over \$10,000, and are also required for all non-stock or special order goods. In addition to late charges Seller may charge, and Buyer agrees to pay, for storage of customer/non-stock goods held for more than 30 days from date of invoice. Once invoicing has occurred the goods are property of the Buyer even if Seller continues to store goods in Seller's warehouse. No retainers are agreed or allowed.
3. **DELIVERY.** Seller shall, at its option, deliver the goods either F.O.B. manufacturer's plant or F.O.B. Seller's plant. Seller shall, at its option, deliver all of the goods at one time or in portions from time to time. Delivery dates are approximate, subject to normal variations customary in the industry and unforeseen delays. In no event shall Seller be liable for any damages to Buyer arising out of any delay or lateness in shipment. Seller will use its best efforts to effect timely delivery.
4. **SPECIAL WARNINGS REGARDING UTILITIES.** Projects that lack adequate power for their charging needs may require an upgrade or new electrical service, from a utility. Projects that do require an upgrade or new electric service from a utility, including new transformer(s), upgraded service to high voltage, or any involvement from a utility whatsoever, are controlled by the timeline of the utility company. Customer acknowledges that upgrades to utilities or new electric services are under the complete control of the utility company, not Shields Harper/LPEV. While Shields Harper/LPEV may assist in the application for a new service, Shields Harper/LPEV has no control over the timeline for utility work. Customer also recognizes that fees are required for new service applications, including design and engineering. However, design and engineering fees are non-refundable and do not guarantee that a new service will be available in a timely manner, if at all. Shields Harper/LPEV is not responsible for any delays, any issues or any claims related to any work required of and/or performed by the utility or any external entity or any other action needed to make the equipment operational, and for which Shields Harper/LPEV is not contracted to manage.
5. Customer is responsible to verify AT&T/Verizon 4G cell coverage of -85dbm or better at installation location.
6. **TITLE AND RISK OF LOSS.** Full risk of loss and title passes to the Buyer upon delivery of the goods to a carrier at the F.O.B. point. This risk of loss provision shall govern even if: (i) Seller has made a nonconforming tender, (ii) Buyer has revoked acceptance of the goods; or (iii) Buyer has repudiated this Agreement after the goods have been identified to this Agreement. Buyer grants Seller a security interest in the goods to secure payment in full. Upon Buyer's default in payment, Seller may, at its option, enter the property where any goods are located and repossess the goods, with or without judicial process. Additionally, Seller may pursue any other remedies available at law or in equity.
7. **RETURN.** Goods may be returned only with the prior written approval of Seller. Returned goods must be referenced to Seller's Invoice number and must be sent freight prepaid to the location directed by Seller. Seller may collect a reasonable handling charge. Custom made and/or Built- To-Order ("BTO") products are not normally returnable after the order has been placed. Some manufacturers offer a return privilege upon payment of restock charges. Seller will implement all available returns. Returns of unopened packages are subject to restocking charges. Opened packages may not be returned.
8. **INSTALLATION.** If installation is included:
 - **Premium time.** This proposal is based on all work being done during standard working hours. Any work requiring work to be done outside of these hours will require additional cost.
 - **Owner Utilities:** Any owner utilities (landscape irrigation, local lighting, etc) that require location not included with call-before-you-dig type locating services, will be responsibility of site owner.
 - **Existing Code Violations:** Correction of existing code violations is not included.
 - **Underground Obstructions** All trenching and boring assumes reasonable digging conditions with no unforeseen obstacles or major rock that would require extra equipment and material to excavate. Excavation/removal of rock and hazardous material removal is not included.
 - **Hydrovac** Any hydrovac/slotdig/potholing required because of local underground conditions will be at extra cost if not specified in scope.
 - **Electric Utility Company Fees** for extensions of services are not included
 - **Material Cost Increases** Price based on current market value of materials / commodities (conduit/wiring/etc) and is subject to price increases beyond the period of the quote
 - **Delayed Materials Delivery:** We are not liable for liquidated damages or other costs associated with delayed delivery of materials (conduit/wiring/etc) due to shortages or unavailability of such commodities, raw materials, or components thru no fault of ours.
 - **Engineer Drawings** If stamped and sealed drawings are not included in the scope, but are subsequently determined to be required, additional cost will apply.
 - **Change Orders** Any alterations or deviations from the project scope specification involving extra costs will be executed only upon written orders, and will become an extra charge
 - **Workmanlike Manner** All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices.
 - **Hazardous Materials** We assume no liability for any materials deemed hazardous or contaminated by any agencies
 - **Delays Beyond our Control** All agreements contingent upon strikes, accidents, or other delays beyond our control.
 - **Weather** Project schedule may be delayed due to weather. We are not responsible for delays in the schedule due to weather.
 - **Landscape Restoration** Backfill of trenches is included, restoration of landscaping, sprinkler repair etc is not included.
 - **Warranty:** 1-year materials and workmanship warranty provided by electrical subcontractor for work performed by electrical

Quote 1429877

A7



4591 Pacheco Blvd Martinez, CA
94553-2233

subcontractor.

9. NOTICE TO CALIFORNIA CUSTOMERS RE: LCFS. (a) California's Low Carbon Fuel Standard ("LCFS") was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets. California has a statewide goal to reduce carbon intensity of transportation fuels by at least 10% by 2020. (b) EV chargers can track the fuelling of electric vehicles, which positively contributes to reducing California's carbon intensity. If applicable reporting requirements are met, LCFS credits are issued by the California Air Resources Board. An available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations, including both Buyer and Seller. However, the LCFS credits are only available to one party, meaning any available credits may be claimed by either Buyer or by Seller/ LILYPAD EV, but not by both. LILYPAD EV intends to claim available LCFS credits generated from use of the Charging Stations but will not claim any available LCFS credits that Buyer intends to claim. (c) If Buyer intends to claim the LCFS credits, it must engage in the reporting and other administrative obligations necessary to generate such credits and Buyer agrees that it will provide LILYPAD EV with written notice of its intent to claim LCFS credits within ten (10) days of the date of the delivery of the Charging Stations. If Buyer does not currently intend to claim the LCFS credits, but desires to do so at any time in the future, Buyer may, by providing written notice to LILYPAD EV, elect to claim LCFS credits generated thirty (30) days and more after the date of such notice. Buyer represents and warrants to LILYPAD EV that, in the absence of providing written notice, it will not claim any LCFS credits. All notices shall be provided by email to LilyPad EV at EVinfo@lilypaddev.com.
10. LIMITATION OF WARRANTIES. The sole warranty applicable to the goods is that of the manufacturer. All warranty claims must be made within the manufacturer's warranty period. Seller makes no warranties, express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. Any description of the goods contained in the Agreement or on any invoice is for the sole purpose of identifying the goods, is not part of the basis of the bargain, and does not constitute a warranty that the goods will conform to that description. The use of any sample or model in connection with this Agreement is for illustrative purposes only, is not part of the basis of the bargain, and is not to be construed as a warranty that the goods will conform to the sample or model. No employee, agent or representative of Seller has any authority to bind Seller to any affirmation, representation or warranty concerning any goods or to assume for Seller any other liability in connection with any goods, except in writing, specifically included within this Agreement, and signed by an officer of Seller. Buyer shall hold for examination by Seller any goods claimed to be defective. In the event Buyer's claim is substantiated by Seller's examination, Seller shall, at its option, repair or replace the defective goods or credit an equitable portion of the purchase price against future purchases. It is expressly agreed that this Section 10 states Buyer's sole and exclusive remedy for any breach of warranty. Buyer agrees that no other remedy (including, without limitation, incidental or consequential damages) shall be available. This Section 10 allocates the risk of the failure of goods between Seller and Buyer as authorized by applicable law.
11. LIMITATION OF LIABILITY FOR DAMAGES. It is expressly agreed that Seller shall not be responsible for any direct, indirect, incidental, special or consequential damages whatsoever arising from breach of warranty, breach of contract, negligence, strict liability or any other legal theory. Such damages include, without limitation, loss of profits or revenue, cost of capital, loss of use of any equipment, or claims of customers of Buyer for such damages.
12. FORCE MAJEURE. Seller shall be excused for any non-delivery or default in performance in whole or in part due to acts of God, war, riot, terrorism, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, strikes, differences with workmen, delays in transportation, shortage of fuel, labor or materials, or any circumstantial cause beyond the control of Seller in the reasonable conduct of business.
13. GOVERNMENT REGULATIONS. Seller makes no representation that the goods comply with any present or future federal, state or local regulation or ordinance. Compliance is Buyer's responsibility.
14. COLLECTION COSTS. In the event Buyer defaults in the terms of payment, Seller may recover from Buyer all costs, including without limitation, reasonable attorneys' fees and costs including experts' fees, whether or not such collection includes the commencement of a lawsuit.
15. TERMS AND CONDITIONS. Seller's acceptance of orders is expressly conditioned upon the terms and conditions herein which shall prevail notwithstanding any variance with the terms and conditions of any order submitted by Buyer. In the event of buyer issues a purchase order with terms and/or conditions different than offered, the Seller may void the quotation and/or issue a re-quote. If the Seller, solely at the Seller's discretion, chooses to accept the purchase order any terms and conditions which differ from those offered will resolve in favor of those offered by the Seller and new or additional terms and conditions in the purchase order will be void unless agreed to in writing by the Seller. No verbal instructions, promises, agreements, utterances, etc. are binding upon Seller.
16. LAW. California law governs this transaction.
17. MODIFICATION OF AGREEMENT. This Agreement sets forth the final expression of the agreement of the parties with respect to the goods covered by this Agreement, supersedes all prior or contemporaneous agreements among them concerning such goods, constitutes a complete and exclusive statement of the terms of this Agreement, and cannot be modified in any way, except in writing and signed by an officer of the Seller and an authorized representative of the Buying entity. From time to time these Terms and Conditions may be changed by Seller. Buyer agrees to Terms and Conditions in effect at the time of order acceptance.
18. WAIVER. Waiver of Seller of a breach of any of the terms and conditions set forth above or on the reverse side shall not be construed as a waiver of any other subsequent breach.

PRINT NAME and DATE (Required)

SIGNATURE and DATE (Required)

The above individual certifies that they are an authorized representative of the Buying entity and have been authorized to commit the Buyer to these Terms and Conditions.

Form M-106 Revised 11/2023

Quote 1429877

A8



4591 Pacheco Blvd Martinez, CA
94553-2233

A9

Quote Presented By:

Hiep Dang

(408) 677-7255

hiep.dang@lilypaddev.com

4591 Pacheco Blvd Martinez, CA

94553-2233



QUOTATION

Quote Number 1429873

Quote Date 6/5/2024

Customer ID 3044969

Quote Expires On 7/5/2024

Job Name: PD - Sourcewell - 042221-CPI

Bill To: City of Antioch
ATTN: Mitchell Loving
1307 W 4th St
Antioch, CA 94509-1006

Ship To: City of Antioch
ATTN: Mitchell Loving
1307 W 4th St
Antioch, CA 94509-1006

Quantity	Description	Unit Price	Ext. Price
1.00	CP-CPE250C-625-CCS1-200A-CHD ChargePoint, Inc. ChargePoint Express 250 Station includes Express 250 Station, 2x Power Modules, 1x CCS I 200A cable, 1x CHAdeMO cable, North America Modem/SIM, cUL and UL listed, includes CPE250-CMT-IMPERIAL in US	28,000.00	28,000.00
1.00	CP-CPE250-TOOLKIT-F ChargePoint, Inc. CPE250 Tool Kit	0.00	0.00
1.00	CP-DC-UNIVERSAL-CMT-METRIC ChargePoint, Inc. Required metal bracket to align conduits and mounting bolts for DC power delivery products when cable entrance is from below. This bracket is to be installed into the foundation before the concrete pad is poured. Metric Units. Required for CPE250 and PD	0.00	0.00
1.00	CP-CPCLD-ENTERPRISE-DC-5 ChargePoint, Inc. Enterprise Cloud Plan subscription with advanced station management features such as: Custom Video uploads, and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well	5,400.00	5,400.00
1.00	CP-CPE250-ASSURE-5-NACS ChargePoint, Inc. 5 prepaid years of ChargePoint Assure for CPE250 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting. Includes parts and labor for one-time NACS cable replacement, upon customer request. Request must	13,650.00	13,650.00
1.00	CP-CPE250-NACS-CABLE-REPLACEMENT ChargePoint, Inc. -AND-KIT North American Charging Standard (NACS) cable replacement for CPE250, Includes all parts (cable and holster) and labor to replace an existing CHAdeMO cable with a 4.5m 200A NACS cable.	2,950.00	2,950.00
1.00	CP-CPE250-COMMISSIONING ChargePoint, Inc. ChargePoint on-site validation & commissioning of CPE250, Includes final Commissioning Report.	1,230.00	1,230.00
1.00	CP-CPSUPPORT-ACTIVE ChargePoint, Inc. Initial Station Activation & Configuration Service	349.00	349.00
1.00	CP-FREIGHT ChargePoint, Inc. Freight for ChargePoint/LilyPad	1,750.00	1,750.00

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4591 Pacheco Blvd Martinez, CA
94553-2233

<i>SUB-TOTAL:</i>	53,329.00
<i>TAX:</i>	4,519.14
<i>QUOTE TOTAL:</i>	57,848.14

Terms: Due On Receipt

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4591 Pacheco Blvd Martinez, CA
94553-2233

TERMS AND CONDITIONS: All Sales transactions will be subject to the following terms and conditions

1. **PRICE.** Buyer shall pay the price in effect at time of delivery, together with transportation costs and applicable taxes. Prices quoted include discount for cash. The full price must be paid within 30 days from date of invoice. 3.0% will be added to the invoiced price for non-cash (ie, credit card) payments.
2. **PAYMENT.** Terms for creditworthy open accounts are net thirty (30) days from date of invoice. No further allowance for mail/delivery time is ordered. Amounts in excess of account credit limit are due upon presentation. Late charge of one and one-half percent (1.5%) per month is charged only upon the past due amount. Buyer agrees such a charge is reasonable because of the anticipated or actual harm caused by the delinquency of the buyer. The difficulties of proof of loss, and the inconvenience or non-feasibility of Seller otherwise obtaining a remedy. The charge is not, however, an agreement, express or implied, to grant more time for payment. Some forms of payment may require additional fees or surcharges. Those may include but are not limited to wire transfers, credit cards, and checks made on non-standard accounts. Cashiers checks must be cleared (paid by the bank) before goods can be released. Deposits are usually required on commercial customers, for orders valued at over \$10,000, and are also required for all non-stock or special order goods. In addition to late charges Seller may charge, and Buyer agrees to pay, for storage of customer/non-stock goods held for more than 30 days from date of invoice. Once invoicing has occurred the goods are property of the Buyer even if Seller continues to store goods in Seller's warehouse. No retainers are agreed or allowed.
3. **DELIVERY.** Seller shall, at its option, deliver the goods either F.O.B. manufacturer's plant or F.O.B. Seller's plant. Seller shall, at its option, deliver all of the goods at one time or in portions from time to time. Delivery dates are approximate, subject to normal variations customary in the industry and unforeseen delays. In no event shall Seller be liable for any damages to Buyer arising out of any delay or lateness in shipment. Seller will use its best efforts to effect timely delivery.
4. **SPECIAL WARNINGS REGARDING UTILITIES.** Projects that lack adequate power for their charging needs may require an upgrade or new electrical service, from a utility. Projects that do require an upgrade or new electric service from a utility, including new transformer(s), upgraded service to high voltage, or any involvement from a utility whatsoever, are controlled by the timeline of the utility company. Customer acknowledges that upgrades to utilities or new electric services are under the complete control of the utility company, not Shields Harper/LPEV. While Shields Harper/LPEV may assist in the application for a new service, Shields Harper/LPEV has no control over the timeline for utility work. Customer also recognizes that fees are required for new service applications, including design and engineering. However, design and engineering fees are non-refundable and do not guarantee that a new service will be available in a timely manner, if at all. Shields Harper/LPEV is not responsible for any delays, any issues or any claims related to any work required of and/or performed by the utility or any external entity or any other action needed to make the equipment operational, and for which Shields Harper/LPEV is not contracted to manage.
5. Customer is responsible to verify AT&T/Verizon 4G cell coverage of -85dbm or better at installation location.
6. **TITLE AND RISK OF LOSS.** Full risk of loss and title passes to the Buyer upon delivery of the goods to a carrier at the F.O.B. point. This risk of loss provision shall govern even if: (i) Seller has made a nonconforming tender, (ii) Buyer has revoked acceptance of the goods; or (iii) Buyer has repudiated this Agreement after the goods have been identified to this Agreement. Buyer grants Seller a security interest in the goods to secure payment in full. Upon Buyer's default in payment, Seller may, at its option, enter the property where any goods are located and repossess the goods, with or without judicial process. Additionally, Seller may pursue any other remedies available at law or in equity.
7. **RETURN.** Goods may be returned only with the prior written approval of Seller. Returned goods must be referenced to Seller's invoice number and must be sent freight prepaid to the location directed by Seller. Seller may collect a reasonable handling charge. Custom made and/or Built- To-Order ("BTO") products are not normally returnable after the order has been placed. Some manufacturers offer a return privilege upon payment of restock charges. Seller will implement all available returns. Returns of unopened packages are subject to restocking charges. Opened packages may not be returned.
8. **INSTALLATION.** If installation is included:
 - * Premium time. This proposal is based on all work being done during standard working hours. Any work requiring work to be done outside of these hours will require additional cost.
 - * Owner Utilities: Any owner utilities (landscape irrigation, local lighting, etc) that require location not included with call-before-you-dig type locating services, will be responsibility of site owner.
 - * Existing Code Violations: Correction of existing code violations is not included.
 - * Underground Obstructions All trenching and boring assumes reasonable digging conditions with no unforeseen obstacles or major rock that would require extra equipment and material to excavate. Excavation/removal of rock and hazardous material removal is not included.
 - * Hydrovac Any hydrovac/softdig/potholing required because of local underground conditions will be at extra cost if not specified in scope.
 - * Electric Utility Company Fees for extensions of services are not included
 - * Material Cost Increases Price based on current market value of materials / commodities (conduit/wiring/etc) and is subject to price increases beyond the period of the quote
 - * Delayed Materials Delivery: We are not liable for liquidated damages or other costs associated with delayed delivery of materials (conduit/wiring/etc) due to shortages or unavailability of such commodities, raw materials, or components thru no fault of ours.
 - * Engineer Drawings If stamped and sealed drawings are not included in the scope, but are subsequently determined to be required, additional cost will apply.
 - * Change Orders Any alterations or deviations from the project scope specification involving extra costs will be executed only upon written orders, and will become an extra charge
 - * Workmanlike Manner All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices.
 - * Hazardous Materials We assume no liability for any materials deemed hazardous or contaminated by any agencies
 - * Delays Beyond our Control All agreements contingent upon strikes, accidents, or other delays beyond our control.
 - * Weather Project schedule may be delayed due to weather. We are not responsible for delays in the schedule due to weather.
 - * Landscape Restoration Backfill of trenches is included, restoration of landscaping, sprinkler repair etc is not included.
 - * Warranty: 1-year materials and workmanship warranty provided by electrical subcontractor for work performed by electrical

Quote 1429873

A12



4591 Pacheco Blvd Martinez, CA
94553-2233

subcontractor.

9. NOTICE TO CALIFORNIA CUSTOMERS RE: LCFS. (a) California's Low Carbon Fuel Standard ("LCFS") was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets. California has a statewide goal to reduce carbon intensity of transportation fuels by at least 10% by 2020. (b) EV chargers can track the fueling of electric vehicles, which positively contributes to reducing California's carbon intensity. If applicable reporting requirements are met, LCFS credits are issued by the California Air Resources Board. An available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations, including both Buyer and Seller. However, the LCFS credits are only available to one party, meaning any available credits may be claimed by either Buyer or by Seller/ LILYPAD EV, but not by both. LILYPAD EV intends to claim available LCFS credits generated from use of the Charging Stations but will not claim any available LCFS credits that Buyer intends to claim. (c) If Buyer intends to claim the LCFS credits, it must engage in the reporting and other administrative obligations necessary to generate such credits and Buyer agrees that it will provide LILYPAD EV with written notice of its intent to claim LCFS credits within ten (10) days of the date of the delivery of the Charging Stations. If Buyer does not currently intend to claim the LCFS credits, but desires to do so at any time in the future, Buyer may, by providing written notice to LILYPAD EV, elect to claim LCFS credits generated thirty (30) days and more after the date of such notice. Buyer represents and warrants to LILYPAD EV that, in the absence of providing written notice, it will not claim any LCFS credits. All notices shall be provided by email to Lilypad EV at EVinfo@lilypadev.com.
10. LIMITATION OF WARRANTIES. The sole warranty applicable to the goods is that of the manufacturer. All warranty claims must be made within the manufacturer's warranty period. Seller makes no warranties, express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. Any description of the goods contained in the Agreement or on any invoice is for the sole purpose of identifying the goods, is not part of the basis of the bargain, and does not constitute a warranty that the goods will conform to that description. The use of any sample or model in connection with this Agreement is for illustrative purposes only, is not part of the basis of the bargain, and is not to be construed as a warranty that the goods will conform to the sample or model. No employee, agent or representative of Seller has any authority to bind Seller to any affirmation, representation or warranty concerning any goods or to assume for Seller any other liability in connection with any goods, except in writing, specifically included within this Agreement, and signed by an officer of Seller. Buyer shall hold for examination by Seller any goods claimed to be defective. In the event Buyer's claim is substantiated by Seller's examination, Seller shall, at its option, repair or replace the defective goods or credit an equitable portion of the purchase price against future purchases. It is expressly agreed that this Section 10 states Buyer's sole and exclusive remedy for any breach of warranty. Buyer agrees that no other remedy (including, without limitation, incidental or consequential damages) shall be available. This Section 10 allocates the risk of the failure of goods between Seller and Buyer as authorized by applicable law.
11. LIMITATION OF LIABILITY FOR DAMAGES. It is expressly agreed that Seller shall not be responsible for any direct, indirect, incidental, special or consequential damages whatsoever arising from breach of warranty, breach of contract, negligence, strict liability or any other legal theory. Such damages include, without limitation, loss of profits or revenue, cost of capital, loss of use of any equipment, or claims of customers of Buyer for such damages.
12. FORCE MAJEURE. Seller shall be excused for any non-delivery or default in performance in whole or in part due to acts of God, war, riot, terrorism, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, strikes, differences with workmen, delays in transportation, shortage of fuel, labor or materials, or any circumstantial cause beyond the control of Seller in the reasonable conduct of business.
13. GOVERNMENT REGULATIONS. Seller makes no representation that the goods comply with any present or future federal, state or local regulation or ordinance. Compliance is Buyer's responsibility.
14. COLLECTION COSTS. In the event Buyer defaults in the terms of payment, Seller may recover from Buyer all costs, including without limitation, reasonable attorneys' fees and costs including experts' fees, whether or not such collection includes the commencement of a lawsuit.
15. TERMS AND CONDITIONS. Seller's acceptance of orders is expressly conditioned upon the terms and conditions herein which shall prevail notwithstanding any variance with the terms and conditions of any order submitted by Buyer. In the event of buyer issues a purchase order with terms and/or conditions different than offered, the Seller may void the quotation and/or issue a re-quote. If the Seller, solely at the Seller's discretion, chooses to accept the purchase order any terms and conditions which differ from those offered will resolve in favor of those offered by the Seller and new or additional terms and conditions in the purchase order will be void unless agreed to in writing by the Seller. No verbal instructions, promises, agreements, utterances, etc. are binding upon Seller.
16. LAW. California law governs this transaction.
17. MODIFICATION OF AGREEMENT. This Agreement sets forth the final expression of the agreement of the parties with respect to the goods covered by this Agreement, supersedes all prior or contemporaneous agreements among them concerning such goods, constitutes a complete and exclusive statement of the terms of this Agreement, and cannot be modified in any way, except in writing and signed by an officer of the Seller and an authorized representative of the Buying entity. From time to time these Terms and Conditions may be changed by Seller. Buyer agrees to Terms and Conditions in effect at the time of order acceptance.
18. WAIVER. Waiver of Seller of a breach of any of the terms and conditions set forth above or on the reverse side shall not be construed as a waiver of any other subsequent breach.

PRINT NAME and DATE (Required)

SIGNATURE and DATE (Required)

The above individual certifies that they are an authorized representative of the Buying entity and have been authorized to commit the Buyer to these Terms and Conditions.

Form M-106 Revised 11/2023

Quote 1429873

Printed 6/5/2024 4:42 pm

Page 4 of 5

A13

Quote Presented By:
Hiep Dang
(408) 677-7255
hiep.dang@lilypaddev.com
4591 Pacheco Blvd Martinez, CA
94553-2233



QUOTATION

Quote Number 1429881
Quote Date 6/5/2024
Customer ID 3044969
Quote Expires On 7/5/2024

Job Name: Nick Rodriguez - Sourcewell - 042221-CPI				
Bill To: City of Antioch ATTN: Mitchell Loving 1307 W 4th St Antioch, CA 94509-1006		Ship To: City of Antioch ATTN: Mitchell Loving 1307 W 4th St Antioch, CA 94509-1006		
Quantity	Description	Unit Price	Ext. Price	
2.00	CP-CP6021B-50A-L5.5 ChargePoint, Inc. CP6021, NA, AC Station, 2 x Type 1 Cable, 50A, 1-Phase, 18' Cable, 6' Cable Management Kit, Pedestal Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, Cellular/Wi-Fi, UL, Energy Star, Power Share Jumper, 1YR Parts Warranty	6,200.00	12,400.00	
2.00	CP-CP6000-CMT-NA ChargePoint, Inc. CP6000 Concrete Mounting Template, NA	109.00	218.00	
4.00	CP-CPCLD-COMMERCIAL-5 ChargePoint, Inc. Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as	1,640.00	6,560.00	
2.00	CP-CP6000-ASSURE-5 ChargePoint, Inc. 5 prepaid years of ChargePoint Assure for CP6000 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	1,700.00	3,400.00	
2.00	CP-CPSUPPORT-ACTIVE ChargePoint, Inc. Initial Station Activation & Configuration Service	349.00	698.00	
2.00	CP-FREIGHT ChargePoint, Inc. Freight for ChargePoint/LilyPad	263.00	526.00	
SUB-TOTAL:			23,802.00	
TAX:			1,281.55	
QUOTE TOTAL:			25,083.55	

Terms: Due On Receipt

Quote 1429881

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4591 Pacheco Blvd Martinez, CA
94553-2233

TERMS AND CONDITIONS: All Sales transactions will be subject to the following terms and conditions

1. **PRICE.** Buyer shall pay the price in effect at time of delivery, together with transportation costs and applicable taxes. Prices quoted include discount for cash. The full price must be paid within 30 days from date of invoice. 3.0% will be added to the invoiced price for non-cash (ie, credit card) payments.
2. **PAYMENT.** Terms for creditworthy open accounts are net thirty (30) days from date of invoice. No further allowance for mail/delivery time is ordered. Amounts in excess of account credit limit are due upon presentation. Late charge of one and one-half percent (1.5%) per month is charged only upon the past due amount. Buyer agrees such a charge is reasonable because of the anticipated or actual harm caused by the delinquency of the buyer. The difficulties of proof of loss, and the inconvenience or non-feasibility of Seller otherwise obtaining a remedy. The charge is not, however, an agreement, express or implied, to grant more time for payment. Some forms of payment may require additional fees or surcharges. Those may include but are not limited to wire transfers, credit cards, and checks made on non-standard accounts. Cashiers checks must be cleared (paid by the bank) before goods can be released. Deposits are usually required on commercial customers, for orders valued at over \$10,000, and are also required for all non-stock or special order goods. In addition to late charges Seller may charge, and Buyer agrees to pay, for storage of customer/non-stock goods held for more than 30 days from date of invoice. Once invoicing has occurred the goods are property of the Buyer even if Seller continues to store goods in Seller's warehouse. No retainers are agreed or allowed.
3. **DELIVERY.** Seller shall, at its option, deliver the goods either F.O.B. manufacturer's plant or F.O.B. Seller's plant. Seller shall, at its option, deliver all of the goods at one time or in portions from time to time. Delivery dates are approximate, subject to normal variations customary in the industry and unforeseen delays. In no event shall Seller be liable for any damages to Buyer arising out of any delay or lateness in shipment. Seller will use its best efforts to effect timely delivery.
4. **SPECIAL WARNINGS REGARDING UTILITIES.** Projects that lack adequate power for their charging needs may require an upgrade or new electrical service, from a utility. Projects that do require an upgrade or new electric service from a utility, including new transformer(s), upgraded service to high voltage, or any involvement from a utility whatsoever, are controlled by the timeline of the utility company. Customer acknowledges that upgrades to utilities or new electric services are under the complete control of the utility company, not Shields Harper/LPEV. While Shields Harper/LPEV may assist in the application for a new service, Shields Harper/LPEV has no control over the timeline for utility work. Customer also recognizes that fees are required for new service applications, including design and engineering. However, design and engineering fees are non-refundable and do not guarantee that a new service will be available in a timely manner, if at all. Shields Harper/LPEV is not responsible for any delays, any issues or any claims related to any work required of and/or performed by the utility or any external entity or any other action needed to make the equipment operational, and for which Shields Harper/LPEV is not contracted to manage.
5. Customer is responsible to verify AT&T/Verizon 4G cell coverage of -85dbm or better at installation location.
6. **TITLE AND RISK OF LOSS.** Full risk of loss and title passes to the Buyer upon delivery of the goods to a carrier at the F.O.B. point. This risk of loss provision shall govern even if: (i) Seller has made a nonconforming tender, (ii) Buyer has revoked acceptance of the goods; or (iii) Buyer has repudiated this Agreement after the goods have been identified to this Agreement. Buyer grants Seller a security interest in the goods to secure payment in full. Upon Buyer's default in payment, Seller may, at its option, enter the property where any goods are located and repossess the goods, with or without judicial process. Additionally, Seller may pursue any other remedies available at law or in equity.
7. **RETURN.** Goods may be returned only with the prior written approval of Seller. Returned goods must be referenced to Seller's invoice number and must be sent freight prepaid to the location directed by Seller. Seller may collect a reasonable handling charge. Custom made and/or Built- To-Order ("BTO") products are not normally returnable after the order has been placed. Some manufacturers offer a return privilege upon payment of restock charges. Seller will implement all available returns. Returns of unopened packages are subject to restocking charges. Opened packages may not be returned.
8. **INSTALLATION.** If installation is included:
 - * **Premium time.** This proposal is based on all work being done during standard working hours. Any work requiring work to be done outside of these hours will require additional cost.
 - * **Owner Utilities:** Any owner utilities (landscape irrigation, local lighting, etc) that require location not included with call-before-you-dig type locating services, will be responsibility of site owner.
 - * **Existing Code Violations:** Correction of existing code violations is not included.
 - * **Underground Obstructions** All trenching and boring assumes reasonable digging conditions with no unforeseen obstacles or major rock that would require extra equipment and material to excavate. Excavation/removal of rock and hazardous material removal is not included.
 - * **Hydrovac** Any hydrovac/softdig/potholing required because of local underground conditions will be at extra cost if not specified in scope.
 - * **Electric Utility Company Fees** for extensions of services are not included
 - * **Material Cost Increases** Price based on current market value of materials / commodities (conduit/wiring/etc) and is subject to price increases beyond the period of the quote
 - * **Delayed Materials Delivery:** We are not liable for liquidated damages or other costs associated with delayed delivery of materials (conduit/wiring/etc) due to shortages or unavailability of such commodities, raw materials, or components thru no fault of ours.
 - * **Engineer Drawings** If stamped and sealed drawings are not included in the scope, but are subsequently determined to be required, additional cost will apply.
 - * **Change Orders** Any alterations or deviations from the project scope specification involving extra costs will be executed only upon written orders, and will become an extra charge
 - * **Workmanlike Manner** All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices.
 - * **Hazardous Materials** We assume no liability for any materials deemed hazardous or contaminated by any agencies
 - * **Delays Beyond our Control** All agreements contingent upon strikes, accidents, or other delays beyond our control.
 - * **Weather** Project schedule may be delayed due to weather. We are not responsible for delays in the schedule due to weather.
 - * **Landscape Restoration** Backfill of trenches is included, restoration of landscaping, sprinkler repair etc is not included.
 - * **Warranty:** 1-year materials and workmanship warranty provided by electrical subcontractor for work performed by electrical

Quote 1429881

AIS



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94553-2233

subcontractor.

9. NOTICE TO CALIFORNIA CUSTOMERS RE: LCFS. (a) California's Low Carbon Fuel Standard ("LCFS") was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets. California has a statewide goal to reduce carbon intensity of transportation fuels by at least 10% by 2020. (b) EV chargers can track the fueling of electric vehicles, which positively contributes to reducing California's carbon intensity. If applicable reporting requirements are met, LCFS credits are issued by the California Air Resources Board. An available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations, including both Buyer and Seller. However, the LCFS credits are only available to one party, meaning any available credits may be claimed by either Buyer or by Seller. LILYPAD EV, but not by both. LILYPAD EV intends to claim available LCFS credits generated from use of the Charging Stations but will not claim any available LCFS credits that Buyer intends to claim. (c) If Buyer intends to claim the LCFS credits, it must engage in the reporting and other administrative obligations necessary to generate such credits and Buyer agrees that it will provide LILYPAD EV with written notice of its intent to claim LCFS credits within ten (10) days of the date of the delivery of the Charging Stations. If Buyer does not currently intend to claim the LCFS credits, but desires to do so at any time in the future, Buyer may, by providing written notice to LILYPAD EV, elect to claim LCFS credits generated thirty (30) days and more after the date of such notice. Buyer represents and warrants to LILYPAD EV that, in the absence of providing written notice, it will not claim any LCFS credits. All notices shall be provided by email to LilyPad EV at EVinfo@lilypadev.com.
10. LIMITATION OF WARRANTIES. The sole warranty applicable to the goods is that of the manufacturer. All warranty claims must be made within the manufacturer's warranty period. Seller makes no warranties, express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. Any description of the goods contained in the Agreement or on any invoice is for the sole purpose of identifying the goods, is not part of the basis of the bargain, and does not constitute a warranty that the goods will conform to that description. The use of any sample or model in connection with this Agreement is for illustrative purposes only, is not part of the basis of the bargain, and is not to be construed as a warranty that the goods will conform to the sample or model. No employee, agent or representative of Seller has any authority to bind Seller to any affirmation, representation or warranty concerning any goods or to assume for Seller any other liability in connection with any goods, except in writing, specifically included within this Agreement, and signed by an officer of Seller. Buyer shall hold for examination by Seller any goods claimed to be defective. In the event Buyer's claim is substantiated by Seller's examination, Seller shall, at its option, repair or replace the defective goods or credit an equitable portion of the purchase price against future purchases. It is expressly agreed that this Section 10 states Buyer's sole and exclusive remedy for any breach of warranty. Buyer agrees that no other remedy (including, without limitation, incidental or consequential damages) shall be available. This Section 10 allocates the risk of the failure of goods between Seller and Buyer as authorized by applicable law.
11. LIMITATION OF LIABILITY FOR DAMAGES. It is expressly agreed that Seller shall not be responsible for any direct, indirect, incidental, special or consequential damages whatsoever arising from breach of warranty, breach of contract, negligence, strict liability or any other legal theory. Such damages include, without limitation, loss of profits or revenue, cost of capital, loss of use of any equipment, or claims of customers of Buyer for such damages.
12. FORCE MAJEURE. Seller shall be excused for any non-delivery or default in performance in whole or in part due to acts of God, war, riot, terrorism, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, strikes, differences with workmen, delays in transportation, shortage of fuel, labor or materials, or any circumstantial cause beyond the control of Seller in the reasonable conduct of business.
13. GOVERNMENT REGULATIONS. Seller makes no representation that the goods comply with any present or future federal, state or local regulation or ordinance. Compliance is Buyer's responsibility.
14. COLLECTION COSTS. In the event Buyer defaults in the terms of payment, Seller may recover from Buyer all costs, including without limitation, reasonable attorneys' fees and costs including experts' fees, whether or not such collection includes the commencement of a lawsuit.
15. TERMS AND CONDITIONS. Seller's acceptance of orders is expressly conditioned upon the terms and conditions herein which shall prevail notwithstanding any variance with the terms and conditions of any order submitted by Buyer. In the event of buyer issues a purchase order with terms and/or conditions different than offered, the Seller may void the quotation and/or issue a re-quote. If the Seller, solely at the Seller's discretion, chooses to accept the purchase order any terms and conditions which differ from those offered will resolve in favor of those offered by the Seller and new or additional terms and conditions in the purchase order will be void unless agreed to in writing by the Seller. No verbal instructions, promises, agreements, utterances, etc. are binding upon Seller.
16. LAW. California law governs this transaction.
17. MODIFICATION OF AGREEMENT. This Agreement sets forth the final expression of the agreement of the parties with respect to the goods covered by this Agreement, supersedes all prior or contemporaneous agreements among them concerning such goods, constitutes a complete and exclusive statement of the terms of this Agreement, and cannot be modified in any way, except in writing and signed by an officer of the Seller and an authorized representative of the Buying entity. From time to time these Terms and Conditions may be changed by Seller. Buyer agrees to Terms and Conditions in effect at the time of order acceptance.
18. WAIVER. Waiver of Seller of a breach of any of the terms and conditions set forth above or on the reverse side shall not be construed as a waiver of any other subsequent breach.

PRINT NAME and DATE (Required)

SIGNATURE and DATE (Required)

The above individual certifies that they are an authorized representative of the Buying entity and have been authorized to commit the Buyer to these Terms and Conditions.

Form M-106 Revised 11/2023

Quote 1429881

Alc

Quote Presented By:

Hiep Dang
(408) 677-7255
hiep.dang@lilypaddev.com
4591 Pacheco Blvd Martinez, CA
94553-2233

**QUOTATION**

Quote Number 1429882
Quote Date 6/5/2024
Customer ID 3044969
Quote Expires On 7/5/2024

Job Name: Water Plant - Sourcewell - 042221-CPI				
Bill To: City of Antioch ATTN: Mitchell Loving 1307 W 4th St Antioch, CA 94509-1006		Ship To: City of Antioch ATTN: Mitchell Loving 1307 W 4th St Antioch, CA 94509-1006		
<i>Quantity</i>	<i>Description</i>	<i>Unit Price</i>	<i>Ext. Price</i>	
2.00	CP-CP6021B-50A-L5.5 ChargePoint, Inc. CP6021, NA, AC Station, 2 x Type 1 Cable, 50A, 1-Phase, 18' Cable, 6' Cable Management Kit, Pedestal Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, Cellular/Wi-Fi, UL, Energy Star, Power Share Jumper, 1YR Parts Warranty	6,200.00	12,400.00	
2.00	CP-CP6000-CMT-NA ChargePoint, Inc. CP6000 Concrete Mounting Template, NA	109.00	218.00	
4.00	CP-CPCLD-COMMERCIAL-5 ChargePoint, Inc. Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as	1,640.00	6,560.00	
2.00	CP-CP6000-ASSURE-5 ChargePoint, Inc. 5 prepaid years of ChargePoint Assure for CP6000 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	1,700.00	3,400.00	
2.00	CP-CPSUPPORT-ACTIVE ChargePoint, Inc. Initial Station Activation & Configuration Service	349.00	698.00	
2.00	CP-FREIGHT ChargePoint, Inc. Freight for ChargePoint/LilyPad	263.00	526.00	
SUB-TOTAL:			23,802.00	
TAX:			1,281.55	
QUOTE TOTAL:			25,083.55	

Terms: Due On Receipt



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TERMS AND CONDITIONS: All Sales transactions will be subject to the following terms and conditions

1. **PRICE.** Buyer shall pay the price in effect at time of delivery, together with transportation costs and applicable taxes. Prices quoted include discount for cash. The full price must be paid within 30 days from date of invoice. 3.0% will be added to the invoiced price for non-cash (ie, credit card) payments.
2. **PAYMENT.** Terms for creditworthy open accounts are net thirty (30) days from date of invoice. No further allowance for mail/delivery time is ordered. Amounts in excess of account credit limit are due upon presentation. Late charge of one and one-half percent (1.5%) per month is charged only upon the past due amount. Buyer agrees such a charge is reasonable because of the anticipated or actual harm caused by the delinquency of the buyer. The difficulties of proof of loss, and the inconvenience or non-feasibility of Seller otherwise obtaining a remedy. The charge is not, however, an agreement, express or implied, to grant more time for payment. Some forms of payment may require additional fees or surcharges. Those may include but are not limited to wire transfers, credit cards, and checks made on non-standard accounts. Cashiers checks must be cleared (paid by the bank) before goods can be released. Deposits are usually required on commercial customers, for orders valued at over \$10,000, and are also required for all non-stock or special order goods. In addition to late charges Seller may charge, and Buyer agrees to pay, for storage of customer/non-stock goods held for more than 30 days from date of invoice. Once invoicing has occurred the goods are property of the Buyer even if Seller continues to store goods in Seller's warehouse. No retainers are agreed or allowed.
3. **DELIVERY.** Seller shall, at its option, deliver the goods either F.O.B. manufacturer's plant or F.O.B. Seller's plant. Seller shall, at its option, deliver all of the goods at one time or in portions from time to time. Delivery dates are approximate, subject to normal variations customary in the industry and unforeseen delays. In no event shall Seller be liable for any damages to Buyer arising out of any delay or lateness in shipment. Seller will use its best efforts to effect timely delivery.
4. **SPECIAL WARNINGS REGARDING UTILITIES.** Projects that lack adequate power for their charging needs may require an upgrade or new electrical service, from a utility. Projects that do require an upgrade or new electric service from a utility, including new transformer(s), upgraded service to high voltage, or any involvement from a utility whatsoever, are controlled by the timeline of the utility company. Customer acknowledges that upgrades to utilities or new electric services are under the complete control of the utility company, not Shields Harper/LPEV. While Shields Harper/LPEV may assist in the application for a new service, Shields Harper/LPEV has no control over the timeline for utility work. Customer also recognizes that fees are required for new service applications, including design and engineering. However, design and engineering fees are non-refundable and do not guarantee that a new service will be available in a timely manner, if at all. Shields Harper/LPEV is not responsible for any delays, any issues or any claims related to any work required of and/or performed by the utility or any external entity or any other action needed to make the equipment operational, and for which Shields Harper/LPEV is not contracted to manage.
5. Customer is responsible to verify AT&T/Verizon 4G cell coverage of -85dbm or better at installation location.
6. **TITLE AND RISK OF LOSS.** Full risk of loss and title passes to the Buyer upon delivery of the goods to a carrier at the F.O.B. point. This risk of loss provision shall govern even if: (i) Seller has made a nonconforming tender, (ii) Buyer has revoked acceptance of the goods; or (iii) Buyer has repudiated this Agreement after the goods have been identified to this Agreement. Buyer grants Seller a security interest in the goods to secure payment in full. Upon Buyer's default in payment, Seller may, at its option, enter the property where any goods are located and repossess the goods, with or without judicial process. Additionally, Seller may pursue any other remedies available at law or in equity.
7. **RETURN.** Goods may be returned only with the prior written approval of Seller. Returned goods must be referenced to Seller's invoice number and must be sent freight prepaid to the location directed by Seller. Seller may collect a reasonable handling charge. Custom made and/or Built- To-Order ("BTO") products are not normally returnable after the order has been placed. Some manufacturers offer a return privilege upon payment of restock charges. Seller will implement all available returns. Returns of unopened packages are subject to restocking charges. Opened packages may not be returned.
8. **INSTALLATION.** If installation is included:
 - **Premium time.** This proposal is based on all work being done during standard working hours. Any work requiring work to be done outside of these hours will require additional cost.
 - **Owner Utilities:** Any owner utilities (landscape irrigation, local lighting, etc) that require location not included with call-before-you-dig type locating services, will be responsibility of site owner.
 - **Existing Code Violations:** Correction of existing code violations is not included.
 - **Underground Obstructions** All trenching and boring assumes reasonable digging conditions with no unforeseen obstacles or major rock that would require extra equipment and material to excavate. Excavation/removal of rock and hazardous material removal is not included.
 - **Hydrovac** Any hydrovac/softdig/potholing required because of local underground conditions will be at extra cost if not specified in scope.
 - **Electric Utility Company Fees** for extensions of services are not included
 - **Material Cost Increases** Price based on current market value of materials / commodities (conduit/wiring/etc) and is subject to price increases beyond the period of the quote
 - **Delayed Materials Delivery:** We are not liable for liquidated damages or other costs associated with delayed delivery of materials (conduit/wiring/etc) due to shortages or unavailability of such commodities, raw materials, or components thru no fault of ours.
 - **Engineer Drawings** If stamped and sealed drawings are not included in the scope, but are subsequently determined to be required, additional cost will apply.
 - **Change Orders** Any alterations or deviations from the project scope specification involving extra costs will be executed only upon written orders, and will become an extra charge
 - **Workmanlike Manner** All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices.
 - **Hazardous Materials** We assume no liability for any materials deemed hazardous or contaminated by any agencies
 - **Delays Beyond our Control** All agreements contingent upon strikes, accidents, or other delays beyond our control.
 - **Weather** Project schedule may be delayed due to weather. We are not responsible for delays in the schedule due to weather.
 - **Landscape Restoration** Backfill of trenches is included, restoration of landscaping, sprinkler repair etc is not included.
 - **Warranty:** 1-year materials and workmanship warranty provided by electrical subcontractor for work performed by electrical

Quote 1429882



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subcontractor.

9. NOTICE TO CALIFORNIA CUSTOMERS RE: LCFS. (a) California's Low Carbon Fuel Standard ("LCFS") was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets. California has a statewide goal to reduce carbon intensity of transportation fuels by at least 10% by 2020. (b) EV chargers can track the fueling of electric vehicles, which positively contributes to reducing California's carbon intensity. If applicable reporting requirements are met, LCFS credits are issued by the California Air Resources Board. An available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations, including both Buyer and Seller. However, the LCFS credits are only available to one party, meaning any available credits may be claimed by either Buyer or by Seller/ LILYPAD EV, but not by both. LILYPAD EV intends to claim available LCFS credits generated from use of the Charging Stations but will not claim any available LCFS credits that Buyer intends to claim. (c) If Buyer intends to claim the LCFS credits, it must engage in the reporting and other administrative obligations necessary to generate such credits and Buyer agrees that it will provide LILYPAD EV with written notice of its intent to claim LCFS credits within ten (10) days of the date of the delivery of the Charging Stations. If Buyer does not currently intend to claim the LCFS credits, but desires to do so at any time in the future, Buyer may, by providing written notice to LILYPAD EV, elect to claim LCFS credits generated thirty (30) days and more after the date of such notice. Buyer represents and warrants to LILYPAD EV that, in the absence of providing written notice, it will not claim any LCFS credits. All notices shall be provided by email to Lilypad EV at EVinfo@lilypadev.com.

10. LIMITATION OF WARRANTIES. The sole warranty applicable to the goods is that of the manufacturer. All warranty claims must be made within the manufacturer's warranty period. Seller makes no warranties, express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. Any description of the goods contained in the Agreement or on any invoice is for the sole purpose of identifying the goods, is not part of the basis of the bargain, and does not constitute a warranty that the goods will conform to that description. The use of any sample or model in connection with this Agreement is for illustrative purposes only, is not part of the basis of the bargain, and is not to be construed as a warranty that the goods will conform to the sample or model. No employee, agent or representative of Seller has any authority to bind Seller to any affirmation, representation or warranty concerning any goods or to assume for Seller any other liability in connection with any goods, except in writing, specifically included within this Agreement, and signed by an officer of Seller. Buyer shall hold for examination by Seller any goods claimed to be defective. In the event Buyer's claim is substantiated by Seller's examination, Seller shall, at its option, repair or replace the defective goods or credit an equitable portion of the purchase price against future purchases. It is expressly agreed that this Section 10 states Buyer's sole and exclusive remedy for any breach of warranty. Buyer agrees that no other remedy (including, without limitation, incidental or consequential damages) shall be available. This Section 10 allocates the risk of the failure of goods between Seller and Buyer as authorized by applicable law.

11. LIMITATION OF LIABILITY FOR DAMAGES. It is expressly agreed that Seller shall not be responsible for any direct, indirect, incidental, special or consequential damages whatsoever arising from breach of warranty, breach of contract, negligence, strict liability or any other legal theory. Such damages include, without limitation, loss of profits or revenue, cost of capital, loss of use of any equipment, or claims of customers of Buyer for such damages.

12. FORCE MAJEURE. Seller shall be excused for any non-delivery or default in performance in whole or in part due to acts of God, war, riot, terrorism, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, strikes, differences with workmen, delays in transportation, shortage of fuel, labor or materials, or any circumstantial cause beyond the control of Seller in the reasonable conduct of business.

13. GOVERNMENT REGULATIONS. Seller makes no representation that the goods comply with any present or future federal, state or local regulation or ordinance. Compliance is Buyer's responsibility.

14. COLLECTION COSTS. In the event Buyer defaults in the terms of payment, Seller may recover from Buyer all costs, including without limitation, reasonable attorneys' fees and costs including experts' fees, whether or not such collection includes the commencement of a lawsuit.

15. TERMS AND CONDITIONS. Seller's acceptance of orders is expressly conditioned upon the terms and conditions herein which shall prevail notwithstanding any variance with the terms and conditions of any order submitted by Buyer. In the event of buyer issues a purchase order with terms and/or conditions different than offered, the Seller may void the quotation and/or issue a re-quote. If the Seller, solely at the Seller's discretion, chooses to accept the purchase order any terms and conditions which differ from those offered will resolve in favor of those offered by the Seller and new or additional terms and conditions in the purchase order will be void unless agreed to in writing by the Seller. No verbal instructions, promises, agreements, utterances, etc. are binding upon Seller.

16. LAW. California law governs this transaction.

17. MODIFICATION OF AGREEMENT. This Agreement sets forth the final expression of the agreement of the parties with respect to the goods covered by this Agreement, supersedes all prior or contemporaneous agreements among them concerning such goods, constitutes a complete and exclusive statement of the terms of this Agreement, and cannot be modified in any way, except in writing and signed by an officer of the Seller and an authorized representative of the Buying entity. From time to time these Terms and Conditions may be changed by Seller. Buyer agrees to Terms and Conditions in effect at the time of order acceptance.

18. WAIVER. Waiver of Seller of a breach of any of the terms and conditions set forth above or on the reverse side shall not be construed as a waiver of any other subsequent breach.

PRINT NAME and DATE (Required)

SIGNATURE and DATE (Required)

The above individual certifies that they are an authorized representative of the Buying entity and have been authorized to commit the Buyer to these Terms and Conditions.

Form M-106 Revised 11/2023

Quote 1429882



Solicitation Number: RFP #042221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ChargePoint, Inc., 254 E. Hacienda Ave., Campbell, CA 95008-6617 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Electric Vehicle Supply Equipment and Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires July 20, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for two percent (2%) multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
- b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. ***Limited Right of Sublicense.*** The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient 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 recipient or subrecipient must comply with the requirements of 37 C.F.R. § 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 awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have 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. Vendors must 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 non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

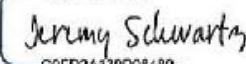
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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 program for procurement of recovered materials identified in the EPA guidelines.

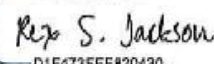
22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

ChargePoint, Inc.

DocuSigned by:

By: C0FD2A1390C8489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/15/2021 | 11:43 AM CDT

DocuSigned by:

By: D1F473FEF820430...
Rex S. Jackson
Title: Chief Financial Officer
Date: 7/15/2021 | 11:40 AM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 7/15/2021 | 11:46 AM CDT

RFP 042221 - Electric Vehicle Supply Equipment and Related Services

Vendor Details

Company Name: ChargePoint, Inc.
Does your company conduct business under any other name? If yes, please state: No
Address: 254 E. Hacienda Ave.
Campbell , Ca 95008-6617
Contact: Sam Ta
Email: sam.ta@chargepoint.com
Phone: 425-229-8083
Fax: 408-841-4500
HST#: 25-1080576

Submission Details

Created On: Monday March 08, 2021 22:21:45
Submitted On: Thursday April 22, 2021 10:45:43
Submitted By: Sam Ta
Email: sam.ta@chargepoint.com
Transaction #: f4d99719-1da2-499d-9d19-7ab18521985f
Submitter's IP Address: 98.225.2.163

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	ChargePoint Holdings, Inc.
2	Proposer Address:	254 E. Hacienda Ave. Campbell, CA 95008-6617
3	Proposer website address:	www.chargepoint.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Rex S. Jackson Chief Financial Officer rex.jackson@chargepoint.com 254 E. Hacienda Ave. Campbell, CA 95008-6617 Phone: 408-841-4500
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	John Gilbrook Regional Sales Director 254 E. Hacienda Ave. Campbell, CA 95008-6617 Phone: 781-588-1274
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bjorn Thorsland Account Executive 254 E. Hacienda Ave. Campbell, CA 95008-6617 Phone: 669-237-3328 bjorn.thorsland@chargepoint.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>ChargePoint was founded in 2007 with a single mission in mind – to make EV charging easy and convenient so that everyone feels confident in making the transition to electric transportation. We are one of the only EV charging technology companies that designs, manufactures, and sells the entire ecosystem of EV charging needs – hardware, software, and services – in one seamless solution. This integrated approach allows ChargePoint to offer an unsurpassed EV driver experience while ensuring that station owners have all the tools and features necessary to keep their stations up and running while aligned with their particular use case.</p> <p>ChargePoint operates across a broad range of end customers and charging use cases including individual homeowners, commercial workplaces, fleets, municipalities, retail, auto OEMs, and more. Our station management software and energy management solutions help people and businesses shift away from fossil fuels and manage growing demand for EV charging. The ChargePoint mobile app, the highest rated app in its segment, allows EV drivers to easily find charging stations, review prices and availability, authenticate, and pay for charging sessions on our network wherever their journey takes them. ChargePoint advocacy and partnership with a variety of EV stakeholders and policy groups throughout the US helps pave the way for widespread EV adoption.</p> <p>ChargePoint has built its solution upon four core principles in support of making the charging experience easy, flexible, and efficient:</p> <ol style="list-style-type: none"> 1. Scale: Ability to scale from small scale pilots to large scale adoption across multiple sites. 2. Experience: Over a decade of experience in building an effortless charging experience for all. 3. Quality: Reliable and safe charging solutions utilizing industry standards and evaluated using ChargePoint's own Advanced Testing Facility. 4. Service: Best in class services for every mission, including remote monitoring and equipment uptime guarantees. <p>Electric mobility is the smart choice and ChargePoint is excited about our role in helping to build the new fueling network. ChargePoint has more than 110,000 activated places to charge on its network, with access to an additional 160,000 public places to charge through roaming integrations with other major networks. Below are just a few of the exciting milestones achieved as we build out the new fueling network:</p> <ul style="list-style-type: none"> + More than 88,815,316 charges delivered + Drivers plug into a ChargePoint® network approximately every 2.0 seconds + Drivers have avoided more than 400 liters of gasoline, 283,855,743 kgs of CO2 emissions and 298,795,235 kgs of GHG emissions + More than 4,386,000,000 electric kilometers driven on the ChargePoint Network + ChargePoint stations have dispensed more than 711,469 Megawatt hours (MWh) of electric fuel <p>ChargePoint employs a field, inside and channel sales team that collectively oversee all new and existing customer sales opportunities (ChargePoint employees).</p>
8	What are your company's expectations in the event of an award?	<p>ChargePoint is currently a qualified Sourcwell vendor of EV charging solutions and we would expect similar activities if granted a continuation of that status. As Sourcwell members inquire about purchasing EVSE and related services provided under this contract, we anticipate that Sourcwell would direct those members to ChargePoint where we can assist the member in identifying the best solution, and the best buying and installation path to fit their needs. ChargePoint and/or our channel partners would be able to deliver all of the charging station needs and software solutions described herein.</p> <p>ChargePoint will also proactively promote the contract. As the industry leader, ChargePoint has experience deploying large scale programs across North America and has the resources necessary to quickly train staff and partners on such initiatives.</p> <p>ChargePoint will continue to support listing of the opportunity on its popular EV charger incentives website, conduct marketing campaigns to raise awareness of the opportunity, and support awareness training of our various channel partners and electrical contractors to broaden the number of entities helping to conduct outreach and support Sourcwell members.</p>

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	ChargePoint has developed thousands of established commercial customers and have shipped more than 100,000 charging ports, providing a solid revenue pipeline and financial standing. ChargePoint has raised over \$550 million in investment funding prior to becoming a public company from some of the largest and best-known companies including: American Electric Power, Quantum Energy Partners, Linse Capital, Daimler AG, Rho Capital, Braemar Energy Ventures, Canada Pension Plan (CCPIB), Siemens, Constellation Technology Ventures, Chevron Technology Ventures, and BMW. In February of 2021, ChargePoint became the world's first publicly traded global EV charging network when we were listed on the New York Stock Exchange (NYSE) under the stock symbol CHPT. At the close of the transaction to become a publicly traded company, ChargePoint had approximately \$615 million in cash (prior to payment of its outstanding term loan), which it anticipates will fund ongoing operations and to support the expansion of the Company's commercial, fleet and residential businesses in North America and Europe. Please refer to the following link for additional information and financials associated with investor relations: https://investors.chargepoint.com/cvoverview/default.aspx
10	What is your US market share for the solutions that you are proposing?	ChargePoint has an estimated ~70% market share of networked public L2 chargers within North America.
11	What is your Canadian market share for the solutions that you are proposing?	ChargePoint has an estimated ~70% market share of networked public L2 chargers within North America.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	ChargePoint has not petitioned for bankruptcy protection.
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	ChargePoint is best described as a manufacturer and service provider. ChargePoint designs and develops a turnkey EVSE solution; we design and manufacture our own networked charging stations, develop cloud-based network management software, provide driver app and web portal analytics, and maintain dedicated driver and station owner support teams. ChargePoint has a national direct sales force including regionally based teams and corporate inside sales department. Support activities are out of our Arizona facility. All direct Sales and Support are employees of ChargePoint. In addition, ChargePoint also has a full, local and national, network of partners across the US that we engage for sales, installation, and maintenance depending on their discipline. Our partners are not employees of ChargePoint. ChargePoint intends to be a single vendor contact for Sourcewell members from project planning to sales, installation, and station support. If members require turnkey equipment sales and installation services, ChargePoint would likely work together with an appropriate channel partner to provide the desired proposal structure.
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	ChargePoint's local and national network of partners across the US and Canada are trained and certified on the installation of our products through our Training and Certification program. All of our partners have licensed electricians on-staff or maintain partnerships with such electricians. Sourcewell members have the option of using their own licensed electrician for installation of ChargePoint stations. ChargePoint has installation manuals and videos available to help facilitate a successful install. In this case, ChargePoint would need to validate the installation prior to activating an Assure warranty for equipment maintenance and support; this is a simple review and approval of the work performed.
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	ChargePoint has never been suspended or disbarred.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>ChargePoint Awards</p> <ul style="list-style-type: none"> + 2019 London Business Awards: Social Impact International Company • Acterra Award: Environmental Innovation 2018 Global Cleantech Hall of Fame + 2017 East Bay Clean Cities, Clean Air Champion Award Architizer A+ Award Popular Choice Winner: Smart Home Category • Electrek Best of CES 2017: Best EV Accessory + 2016 Edison Awards: Silver in the Electric Energy & Propulsion Systems category Climate Change Business Journal: Business Model Innovation for Energy and Carbon Management + 2015 United Nations: Momentum for Change Goldman Sachs: 100 Most Intriguing Entrepreneurs Verizon: Supplier Award for Environmental Excellence Smart Grid Today: 2015 Smart Grid Pioneer Global Cleantech 100 winner for 6 years running + 2014 CNBC: Disruptor 50: The End of the Gas Station? Sustainia: World's 100 Leading Sustainability Innovations + 2013 Pike Research: Top electric vehicle charging station manufacturer World Economic Forum: "Technology Pioneer" Winner Green Parking Council: "Sustainability Leadership Pioneer" + 2012 AlwaysOn: Top 200 green tech companies Winner Sustainia100, a top sustainable solution announced at the Rio+20 conference "The Green Garage" races into The Tech Museum display + 2011 Top ranking and top overall score in Pike Research report of the EV supply equipment industry; + 2010 Time Magazine: 50 Best Inventions Edmund's Green Car Breakthrough Award BusinessWeek: 20 Small Businesses of the Future Greentech Media: Top 50 VC-Funded Startups
17	What percentage of your sales are to the governmental sector in the past three years	In the past three years is approximately 20% of our sales are in the government sector.
18	What percentage of your sales are to the education sector in the past three years	In the past three years is also approximately 10% of our sales are from the education sector.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	ChargePoint is listed on numerous states, provincial and cooperative purchasing contracts, either directly or indirectly via channel partners. It is likely that every state or province where an EVSE contract or authorized vendor list exists, ChargePoint's products are available either directly or through authorized channel partners. As a privately held company, ChargePoint does not release financial detail related to customer transactions.
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<ul style="list-style-type: none"> + ChargePoint holds a Kinetic GPO contract (\$0) + ChargePoint holds an Equalis Group/Sourcing Alliance contract (\$0)

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
NY NJ Port Authority	Charles Goldberg	(212) 435-6497
City of Long Beach	Joe Hunter	(714) 655-3951
Austin Energy	Shems Duvall	(512)-799-4785

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Long Beach	Government	California - CA	Mix of CT4000, CPF50 and CPE250	Various, up to \$1.3M	\$6.0M
City of New York	Government	New York - NY	Mix of CT4000, CPF50 and CPE250	Various, up to \$515k	\$3.3M
County of Santa Clara	Government	California - CA	Mix of CT4000	Various, up to \$630k	\$1.0M
State of Utah	Government	Utah - UT	Mix of CT4000	Various, up to \$800k	\$900k
Long Beach Community College	Education	California - CA	Mix of CT4000	Various, up to \$430k	\$500k

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	<p>ChargePoint has over 50 employees in sales. ChargePoint has its own regionally based outside sales teams covering every state within the US and all of the provinces in Canada. We also have dedicated sales teams for federal, fleet and public sectors. Our outside sales team is empowered to travel safely anywhere within their territory to meet with Sourcewell member onsite. They are also capable of hosting online webinars and training sessions when needed.</p> <p>In addition to our outside sales team, we also have corporate based inside sales teams. Through our marketing efforts, existing client base, and market reputation, we receive a significant number of inbound inquiries. To streamline this process for customers, we have a designated inside sales team devoted to all inbound calls and inquiries from existing and prospective clients. Having a designated team handling these inbound phone calls ensures inquiries are handled quickly and efficiently. Once a call is answered and qualified, the inside salesperson connects the customer with the local regional sales representative. The regional sales representative will work with the customer from this point.</p> <p>We also have an inside sales team dedicated to outbound calls. This team could be focused on proactive outreach to Sourcewell members and will also be following up on leads that are generated through various marketing initiatives.</p> <p>ChargePoint also has a team of Solutions Engineers and complex project support resources that can assist in any presale technical education required to get help Sourcewell members understand their EV charging options and ultimately develop an optimized deployment. After deployment, ChargePoint also has a team of Customer Success Managers (CSMs) who look after all existing customers and would make sure Sourcewell members are getting the most out of their ChargePoint solutions.</p> <p>As you know, ChargePoint has held an active Sourcewell award since 2018 and has always been eager to partner with Sourcewell to perform joint marketing or any other contract development activity believed to drive additional success in all forms. Upon securing a new contract, ChargePoint would be pleased to work with Sourcewell to perform a "relaunch" with the intent of building new momentum around the refreshed award.</p> <p>As an example, ChargePoint could leverage our marketing team to run campaigns to generate interest and promote Sourcewell. This has been a productive approach for other initiatives, such as grants that we have been awarded. Our go-to-market approach is quick and seamless which creates a simple process for clients and partners.</p>

24	Dealer network or other distribution methods.	<p>ChargePoint has a network of over 65 Value Added Resellers located throughout the US and Canada. These resellers are capable of on-site evaluation, installation, installation quotation, and EV stations sales. A subset of these partner are also Operations and Maintenance (O&M) partners as described below.</p> <p>ChargePoint has a network of over 2,000 certified installers and 13 O&M (Operations & Maintenance) partners located through the United States and Canada who are qualified to perform engineering, permitting, and construction services for any type of EVSE. ChargePoint works closely with our customers and partners to ensure site design, charging station layout, and driver experience is the best in the industry.</p> <p>We have 6 national distribution partners covering us in every state. These partners total nearly 4,000 locations combined and give us the reach to over 70,000 electrical contractors as well as access to local and state gov't agencies across the country. ChargePoint's network of distribution partners have their own sales and marketing teams that they will use to promote the contract to existing and prospective clients. As stated above, ChargePoint will train all distribution partners and installers on the Sourcewell contract details so they can effectively inform customers and generate opportunities.</p> <p>Regardless the sales channel, ChargePoint works closely with our customers and partners to ensure site design, charging station layout, and driver experience is the best in the industry.</p>
25	Service force.	<p>ChargePoint's charging solutions come complete with 24/7 driver support, extended hours station owner technical support and maintenance if desired.</p> <p>ChargePoint Support is the largest and most experienced customer service force in the EV charging industry.</p> <p>The ChargePoint support team is based in Scottsdale, AZ with over 50 trained employees and is understood to be the largest in-house EV charging support team in the industry. These numbers do not include our 13 O&M partners that also offer support services and are located throughout the United States and Canada.</p> <p>The support organization is divided into driver, station owner, and activations support teams, with representatives sharing duties and knowledge. In addition, we have plans to add additional headcount by nearly a dozen more by year end.</p> <p>ChargePoint Support works remotely via the ChargePoint Network to assist drivers and diagnose station issues. Once issues are determined, Support works with our network of local O&M partners to perform any require site visits including repairs.</p> <p>Beyond standard technical support, ChargePoint offers ChargePoint Assure, a comprehensive maintenance and management program that is outlined in greater detail in section 9A.</p>

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>ChargePoint operates an in-house Customer Call Center primarily based at our Scottsdale, AZ office. Our Customer Call Center supports both EV drivers as well as our station owners and installation partners.</p> <p>Our 40+ Driver Support agents provide 24/7/365 coverage for EV drivers in English, Spanish, and French via a toll-free telephone number clearly posted on the charging equipment. Live representatives will answer the phone quickly and customers will not be routed through a confusing calling tree. The customer service representatives will provide a variety of services to address customer concerns at the charging station. If possible the Agent will resolve the issue remotely, whether station or driver related. If unable to resolve, the issue will be escalated to Station Support and the driver provided the address of a nearby station if one is not available on site. Driver Support agents handle over 230,000 calls annually with an average speed of answer of 30 seconds or less.</p> <p>Our Customer Support Center also includes Technical Support for station owners and installation partners. This toll-free line is available Monday through Saturday from 5 AM PT to 6 PM PT. Representative help resolve issues from symptom identification, diagnosis, parts logistics, labor logistics, and resolution validation. Our 38 support agents resolve over 100,000 cases annually with an estimated average speed of answer of 30 seconds.</p> <p>All ChargePoint charging equipment include remote diagnostics and "remote start" capabilities. When customer service receives notice that minor operational maintenance is needed, the representative will remotely diagnose the EVSE to verify the extent of the service need. If issues cannot be remotely addressed, ChargePoint will dispatch service personnel to the site for repairs for which parts costs will be covered for items covered by an active warranty.</p> <p>Customer utilizing our Assure offering can rest easy knowing that ChargePoint will proactively monitor the station for any issues. If an issue is detected, ChargePoint will acknowledge the issue within one business day and, if an onsite visit is required, will dispatch labor to the site within one business day of receipt of parts onsite. Our clients also get 98% annual station uptime guarantee with a non-performance penalty for outages caused by station hardware or software failures.</p> <p>Repairs in the field are handled by ChargePoint's national operations and maintenance (O&M) partners that have all committed to audit requirements and penalties against service level, liability indemnification, customer warranty, pricing accuracy under fixed unit pricing terms, and maintenance of required credentials to perform the work contracted.</p>
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	ChargePoint is already a qualified EV charging vendor with Sourcewell and your members within the United States and we look forward to continuing to support your members moving forward. ChargePoint has an established install base, dedicated sales force, partners, and provide all listed charging hardware, software, and services throughout the United States.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	ChargePoint is already a qualified EV charging vendor with Sourcewell and your members within Canada and we look forward to continuing to support your members moving forward. ChargePoint has an established install base, dedicated sales force, partners, and provide all listed charging hardware, software, and services throughout Canada.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	ChargePoint, either directly or by leveraging our extensive list of partners, has the ability to fully service all geographic areas of the US and Canada.
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any contract issues related to Hawaii and Alaska. We have a large number of stations in operation in Hawaii.

Table 7: Marketing Plan

Line Item	Question	Response *
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>ChargePoint will use the following strategy to promote this contract:</p> <ul style="list-style-type: none"> + Outside Sales: Our sales team and account executives will proactively reach out to all Sourcewell members within their assigned territories to promote the contract. We are currently speaking to many of them already and will ensure they are aware of the contract and the value it will bring them. + Inside Sales: Our inbound team will be able to promote the contract to all inbound inquiries that come in. As mentioned in Question 18, we receive a significant number of inbound leads from potential/existing Sourcewell members, and our inbound team will promote this contract to everyone and educate them on the details of how they can take advantage of it. Our outbound team will focus on proactive outreach to Sourcewell members and all government agencies. They will also call on leads that get generated through our marketing efforts. We have the tools necessary to track leads through campaigns and call on lead lists. + Marketing: Upon award we would do a formal announcement across various channels to get the word out. We will perform regular marketing campaigns to educate the market on this contract. In addition to any help Sourcewell can provide with contact information, we have the tools necessary to quickly pull customer contact information for email campaigns. + Webinars: ChargePoint will offer to create webinars that highlight the benefits of the Sourcewell contract with real life testimonials. These webinars can be vendor neutral and positioned as an educational presentation. + Trade shows: ChargePoint participates in various tradeshow/events around the country and will have marketing material available highlighting our partnership with Sourcewell and details of the contract. + Incentives: We will match all state, local and utility incentives to Sourcewell members and proactively educate prospects about the value of both the incentive program and the Sourcewell partnership. + Distribution Network: Our large distribution/partner network also have sales and marketing teams primarily supporting electrical contractors. Contractors are often a first touch point for customer exploring a charging solution. ChargePoint will work closely with its partners to help them develop effective marketing strategies. We will also train their sales team to effectively leverage this contract. We will have regular follow up calls and trainings to make sure this contract stays top of mind. <p>Examples of our outreach:</p> <ol style="list-style-type: none"> 1. ChargePoint at the ACT Expo: North America's largest clean fleet show; 2. Incentive Announcement for \$25k EVSE incentive in San Francisco and; 3. \$3 million in funding available for municipalities in New York.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Our marketing approach leverages technology to quickly pull contact information from prospective customers and generate marketing campaigns. ChargePoint is often involved in new programs, contract, grant etc. and can get messaging out to market extremely quickly.</p> <p>We use various marketing tools for generating leads and managing them through the sales funnel.</p> <ul style="list-style-type: none"> + Organic social posts (Facebook, LinkedIn, Twitter, Instagram) + Digital advertising (banner ads, social ads, paid search, retargeting) + Premium content (gated on chargepoint.com) + Syndicated content + Organic search + Charging Forward blog + Chargepoint.com business, vertical and roles pages + Credits and Incentives web page with link to lead form on chargepoint.com + Forms (content downloads) + Request a station (CP.com) + Events (webinars, industry events, partner events) + Email campaigns (purchased lists, contacts from inbound) + Marketing automation + Downloads of content/other assets + Inbound calls + Sales Development Reps (SDR) outbound calls + Customer referrals + Driver referrals

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>ChargePoint has a collaborative and effective partnership in place with Sourcewell with its current contract.</p> <p>ChargePoint would view Sourcewell as a marketing partner to help promote this contract. We would look for support on an initial announcement to current members notifying them of this renewed opportunity. We have methods of gathering contact information, however, hope that you will be able to share membership contact information for ongoing outreach and marketing campaigns. The value of providing us with this information will allow us to move quicker and more efficiently.</p> <p>We would also look for opportunities to collaborate on co-branded marketing initiatives that adhere to ChargePoint's brand guidelines. With Sourcewell's well established relationship with its members and ChargePoint expertise in EV charging, working closely together on marketing initiatives will ensure members feel they are in good hands with their EV charging needs.</p> <p>The Sourcewell contract will be part of every discussion we have with existing and potential Sourcewell members. We are speaking with government agencies every day and leveraging this contract will benefit all stakeholders (Sourcewell, Sourcewell members and ChargePoint).</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Similar to other types of customers, for most Sourcewell members, choosing and implementing a successful charging solution is an unfamiliar experience. This is why ChargePoint has developed the most extensive, expert sales team in the industry and make these resources available to customers exploring our space. With our help, we're confident customers will be put in a position to implement successful projects. Primarily for this reason, ChargePoint does not have its own e-procurement system, our GSA Schedules are online via www.gsadvantage.gov.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>As standard practice, for free, Sourcewell members have access to:</p> <ul style="list-style-type: none"> + ChargePoint will provide operational training on the station at start-up. + ChargePoint is also available for Cloud Portal/Network Training after install and station activation. + Training videos and detailed manuals are available also. + On an on-going basis the ChargePoint team is available via email or phone to answer questions or provide additional training. + If required and depending on scope of project, Sourcewell members or their contractors have access to the ChargePoint University portal which is a detailed training and testing that is designed for reseller partner and installer certification.
37	Describe any technological advances that your proposed products or services offer.	<p>Since ChargePoint's inception in 2007 in Silicon Valley California, we have led the way forward with technological innovations to help make it easy for drivers to go electric and station owners to offer EV charging. Today ChargePoint uses all of the latest advances: Cloud based Network, M2M IoT Cellular station connectivity, Secure (PCI compliant) Payment processing, Power Management for installation and energy savings, Next-Generation Modular DC Fast Charging, and the largest dedicated engineering team in the industry. Below are just a sample of the latest technological innovations:</p> <p>Professional Services Sometimes it's not just as easy to sell a charging station. Station owners, especially for more complex deployment such as fleet charging, often need additional support to evaluate, design, install, and be trained on the stations. ChargePoint offers a complete array of professional services to support these needs including site modeling, preliminary site design and engineering, site acquisition, project management, station installation and commissioning, as well as training for operators such as at fleet depots.</p> <p>Charge Management Software Smart EV charging is critical to provide value to drivers and site hosts. ChargePoint offers all elements of the charging ecosystem but considers itself a "network first" company in that the software is the most important element of any solution. The associated software provides the tools and interfaces for drivers to find and use stations, and for station operators to efficiently optimize the business of EV charging. Listed below are just a few of the advanced features on the ChargePoint Network software:</p> <ul style="list-style-type: none"> + Station Locations & Availability: complete visibility of stations and their availability make it easy for drivers to find a compatible charger. + Access Control: Manage and control access to charging stations based on well-defined policies. Enhance the value for the station owner with the right level of control. + Flexible Pricing: Provide the station owner with pricing controls that are in line with station usage. Provide flexibility to update pricing as usage changes. + Authorization, Authentication & Accounting: Ensure safe and secure payment for charging. Security measures include the pseudonymization and encryption of personal data and other capable security measures that ensure the ongoing confidentiality, integrity,

		<p>availability, and resilience of the network.</p> <ul style="list-style-type: none"> + Power Management: Ensure that charging stations never draw more power than the site can provide. + Driver Notifications: Notify EV drivers about station availability, state of charge and other key messages to enhance your relationship with drivers. + Queueing (Waitlist): Increase utilization of stations and charge more vehicles by enabling drivers to get in a virtual queue for stations. <p>Power Management</p> <p>For operating costs, software can allow station operators to target "off-peak" periods of lower energy costs or avoid triggering a high demand charge. In addition, use of these features can maximize the number of charging ports within a given site while still keeping overall power requirement at the site meter below a determined level. This helps reduce the necessary electrical infrastructure and utility service required to support a given site and thus save capital expenditures.</p> <p>Below is a summary of the available load management tools available within ChargePoint charge management software:</p> <ul style="list-style-type: none"> + Power Share: Intelligently share available power across multiple stations by setting a "not to exceed" limit, which may vary by time of day and day of week. Power may be allocated based on a configurable policy using equal share or priority-based first come first served. This approach allows for NEC compliant oversubscription of available electrical service, mitigation of expensive demand charges, and the option to defer utility upgrades which can be costly and delay projects. + Load Shift: Use energy when it is cheapest, usually at night when Time of Use (ToU) charges are lower. In environments where the vehicles have sufficient dwell time during off-peak times, shifting load to the least expensive time of day can provide significant savings. Operators simply plug the vehicles in as normal when they return to the depot, and ChargePoint will automatically start charging the vehicles to align with the lowest cost of electricity, no operator intervention required. + Power Limit: Manage load via building/energy management systems, either through integration via API or installation of a ChargePoint smart meter upstream of the charging stations. This approach optimizes power use by dynamically adjusting power to the charging stations based on real-time monitoring of facility loads. + Demand Response: ChargePoint can facilitate participating in utility driven demand response programs through use of a standards based OpenADR interface or API, allowing the utility to control charging station load during peak events where supply may not meet demand. <p>Fleet Charging Solutions</p> <p>Fleet vehicle can require a range of special charging considerations including optimization of depot charging, access to charging while on-route, and home charging for take-home fleets. ChargePoint provides for all of these charging needs through specialized fleet charging solutions. ChargePoint Fleet Depot software integrate with other fleet back-office systems and enables optimized charging of larger fleets while ensuring that fleet vehicles are charged and ready to meet business and operational objectives at the least possible energy cost and within electrical capacity constraints. ChargePoint also offers our Fleet Mobility plan to support charging of vehicle at publicly available charging stations while on-route and integrated with existing fleet fuel card systems. ChargePoint has partnered with US Bank (Voyager Fleet Card) and WEX to offer customers the convenience of paying for and tracking electric fuel with their existing fleet cards and is continually assessing additional integrations. Finally, ChargePoint offers our Take Home Fleet solution which integrates with our Home Flex charging station and allows fleet managers to access charging data from company vehicle charging at employee's homes to support reimbursement, as necessary.</p> <p>Fleet System Interfaces</p> <p>Fleet System Interface: To ensure a seamless integration with fleet systems relied upon by fleet operators today, ChargePoint has completed or initiated integration discussions with the most common platform including: Geotab, Viriciti, Clever Devices, AssetWorks, Trapeze, Voyager, Wright Express (WEX), and more. A full set of soap/xml-based application programming interfaces (APIs) are available to integrate into a variety of back-office systems and ChargePoint will continue to grow the partnerships with fleet solution providers to best serve fleet operators.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>ChargePoint has a dedicated team of people that works with numerous organizations, including state and federal government, to formulate policies to promote EV adoption and evolution of the grid and other infrastructure that will be necessary to realize widespread electrified transportation.</p> <p>ChargePoint is a member or plays an active role in the following organizations:</p> <p>CALSTART</p> <p>CALSTART is a member-supported organization of more than 140 firms, fleets and agencies worldwide dedicated to supporting a growing high-tech, clean transportation industry that cleans the air, creates jobs, cuts imported oil and reduces global warming emissions. CALSTART provides services and consulting to spur advanced transportation technologies, fuels, systems and the companies that make them. Use the staff directory to find the expert you need.</p>

CLEANTECH GROUP

The mission of Cleantech Group (CTG) is to accelerate sustainable innovation. Our subscriptions, events and programs are all designed to help corporates, investors, and all players in the innovation ecosystem discover and connect with the key companies, trends, and people in the market. Our coverage is global, spans the entire clean technology theme and is relevant to the future of all industries. The company is headquartered in San Francisco, with a growing international presence in London.

EDTA

The Electric Drive Transportation Association (EDTA) is the trade association promoting battery, hybrid, plug-in hybrid and fuel cell electric drive technologies and infrastructure. EDTA conducts public policy advocacy, provides education and awareness, and enables industry networking and collaboration. EDTA's membership includes vehicle and equipment manufacturers, energy companies, technology developers, component suppliers, government agencies and others.

eMI³

Under the umbrella of ERTICO – ITS Europe, the eMobility ICT Interoperability Innovation, eMI³, is an open group of significant actors from the global Electric Vehicles market who joined forces to harmonize the ICT data definitions, formats, interfaces, and exchange mechanisms in order to enable a common language among all ICT platforms for Electric Vehicles. eMI³ core objectives lie in the development, publication, sharing and promotion of ICT standards. Since 1st December 2015, eMI³ is an ERTICO Innovation Platform established as a Non-Profit International Association under Belgium law.

Parksmart

Parksmart defines and recognizes sustainable practices in parking structure management, programming, design and technology. Industry-driven and field tested, Parksmart distinguishes the forward-thinking parking facilities shaping tomorrow's sustainable mobility network.

Plug-In Electric Vehicle Collaborative

The California Plug-In Electric Vehicle Collaborative is a public/private organization comprised of 47 members that include key PEV stakeholders all working together to move the PEV market forwards in California.

Silicon Valley Leadership Group

The Silicon Valley Leadership Group is a public policy business trade organization. The Leadership Group was founded in 1978 by David Packard of Hewlett-Packard and represents more than 400 of Silicon Valley's most respected employers on issues, programs and campaigns that affect the economic health and quality of life in Silicon Valley, including energy, transportation, education, housing, health care, tax policies, economic vitality and the environment.

Green Sports Alliance

Leveraging the cultural & market influence of sports to promote healthy, sustainable communities where we live & play. Members collectively provide nearly one of every three private sector jobs in Silicon Valley and contribute more than \$3 trillion to the worldwide economy.

California Energy Commission

As the state's primary energy policy and planning agency, the California Energy Commission is committed to reducing energy costs and environmental impacts of energy use - such as greenhouse gas emissions - while ensuring a safe, resilient, and reliable supply of energy.

Los Angeles Business Commission

Uniting the power of business with the power of government for education and advocacy to promote environmental and economic sustainability.

Cleantech San Diego

Cleantech San Diego is a nonprofit member organization that positions the greater San Diego region, including Imperial County, as a global leader in the cleantech economy. We foster collaborations across the private-public-academic landscape, lead advocacy efforts to promote cleantech priorities, and encourage investment in the San Diego region. Our members include more than 100 local businesses, universities, governments, and nonprofits committed to advancing sustainable solutions for the benefit of the economy and the environment.

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>ChargePoint AC L2 stations are Energy Star certified. ChargePoint DC products are intended to be Energy Star certified when the program is fully defined and available for certification.</p> <p>ChargePoint owns an Advanced Test Center that exposes all of our products to extreme environmental accelerated life cycle testing. Tests include solar loading, extreme heat, extreme cold, humidity, seismic, focused pressurized water, impact, and dozens of other tests designed to improve product reliability and longevity. Higher reliability, less on-site visits, fewer replacement parts, and longer life span all contribute to lessening environmental impact.</p>
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	ChargePoint has several authorized resellers with various Women or Minority Business Entity (WMBE) or Small Business Entity (SBE), and Service-Disabled Veteran owned accreditations. ChargePoint will provide a detailed list upon request.

41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>ChargePoint is a complete systems provider, offering the highest level of integration of hardware, software, and services, and delivering the best value in the industry. Our charging stations, mobile applications, and network management platform are designed to work seamlessly together to provide the best station owner and driver experiences in the market. ChargePoint's extensive technical expertise and fully integrated portfolio also allows ChargePoint to work rapidly with key partners to develop new, innovative solutions in support of a rapidly evolving market.</p> <p>Simply put, ChargePoint is unlike any other charging solution provider in that it provides the scale, experience, service, and quality necessary to make any EV charging initiative a success.</p> <p>Experience</p> <p>An integrated experience provides an effortless charging experience for station owners and drivers. It ensures consistent performance, efficiency, and reliability at every touchpoint whether one is using a mobile app, plugging into a charging station, managing the station or analyzing charging data.</p> <p>ChargePoint has more than 110,000 activated places to charge on its network, with access to an additional 160,000 public places to charge through roaming integrations with other major networks. ChargePoint is the only company that delivers solutions that provide an integrated EV charging experience for businesses and drivers across every touch point and for every use case. We design, develop, and manufacture complete, integrated hardware and software solutions for every charging scenario: from home and multifamily to workplace and fleet. From a top-rated mobile app and award-winning services and support to the most reliable network and stations, ChargePoint has you covered.</p> <p>Scale</p> <p>As EV adoption grows and charging becomes a necessity for your business, you want to rest assured that the charging solution you invest in today will set you up for success in the future by enabling you to support more drivers, add the latest software features and expand your EV fleet with minimal disruption to your business. The EV charging solution you invest in today must set you up for success tomorrow.</p> <p>ChargePoint offers seamless scalable solutions that grow with your business. We will help you get started easily, up to speed quickly and, when the time comes, ramp up effortlessly—all with minimal disruption to your business. Our extensive expertise with incentives, rebates and grants will even save you money every step of the way. No wonder 60% of Fortune 50 companies are ChargePoint customers.</p> <p>Quality</p> <p>You need an EV charging solution that just works no matter how it is used, where it is used or when it is used. A solution that is so reliable that you can just set it and forget it. Your EV charging solution has to work, every time.</p> <p>That is why ChargePoint is the only company that has made a major investment in quality testing on all our stations and software. ChargePoint is the only EV charging solutions company with an advanced in-house testing lab. We rigorously test all our stations and software to ensure your investment can stand up to any element, scenario, or mishap. All our products are UL-listed, ENERGY STAR® and CE (EU) certified, and our modular design minimizes downtime. With so much riding on the New Fueling Network, your EV charging solution just has to work, every time. With ChargePoint, it will.</p> <p>Service</p> <p>Best-in-class support is essential for providing a high caliber experience for all participants in the fueling network, whether one is driving a personal vehicle, delivering goods, driving work vehicles, or riding shared transport.</p> <p>ChargePoint knows comprehensive services are critical for an exceptional EV charging experience. ChargePoint has been in the business of electric fueling longer than anyone else. Since 2007, we have been working with our customers to design comprehensive services built around their needs. Today, from sophisticated networked solutions to top-rated service products, we have the resources to provide our own 24/7 support in multiple languages and the infrastructure to support drivers no matter where they charge on our network. Station operators do not have to take waste previous time to figure out whether the hardware or software vendor is responsible for an issue – just call ChargePoint and we will handle the rest.</p>
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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	<p>ChargePoint provides a standard one-year warranty for all commercial level 2 charging stations and a three-year warranty for our residential charging station. Standard warranty covers parts only.</p> <p>Beyond standard technical support, ChargePoint offers ChargePoint Assure, a comprehensive maintenance and management program that includes dispatched labor at committed service levels to perform on site repairs, proactive dispatch, monthly reports, 24x7 station health monitoring, and a long list of additional features described in more detail below. Assure is available from one to five-year term increments.</p> <ul style="list-style-type: none"> + Unlimited software configuration changes + 98% annual uptime guarantee with non-performance penalty + Standard one (1) business day response time to station failures or one (1) business day from Parts arrival when required + Automated monthly summary reports and detailed quarterly reports of your station's performance metrics. We send the reports automatically, so you don't have to generate them. + Proactive station monitoring and dispatch + Labor coverage for station equipment issues typically not covered by warranty such as vandalism, abuse and accidents caused by reckless drivers or snowplows. + Additional options are available upon request, such as strategic spares, consigned inventory, and customer training for on- site repairs and maintenance.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes. Please see ChargePoint F_Assure Terms of Service.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, for Assure.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. ChargePoint Assure is available throughout the US and Canada.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	For this proposal, ChargePoint is the original equipment manufacturer of the charging equipment, so all warranty service is covered by ChargePoint.
47	What are your proposed exchange and return programs and policies?	ChargePoint and its channel partners strive to avoid any situation where improper products are purchased and returns, or exchanges are requested. On a case-by-case basis ChargePoint may allow returns or exchanges with payment of a 20% restocking fee and payment of any required freight charges to correct the problem. ChargePoint channel partners may also offer returns and exchanges at their discretion. Please refer to ChargePoint Attachment G_Parts Exchange Warranty for details.
48	Describe any service contract options for the items included in your proposal.	ChargePoint Assure, as outlined in the response to item 42, is the primary service offering we are including in our proposal. ChargePoint is also developing an enhanced Assure offering called Assure Pro, in concert with our Managed Spares Service, to provide faster repair times.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
49	Describe any performance standards or guarantees that apply to your services (network uptime, power management, charging capabilities, etc.)	ChargePoint Assure, as outlined in section 9A in this proposal, is an optional extended and enhanced warranty offer that provides for proactive monitoring, coordinated repairs, and full parts and labor costs coverage. The SLA associated with Assure provides for a 98% or better uptime guarantee with financial penalties for non-performance. Please see the attachments titled Assure Data Sheet and Assure Terms of Service for additional detail.
50	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Please refer to Line Item 49.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
51	What are your payment terms (e.g., net 10, net 30)?	Net 30. ChargePoint channel partners may offer varying payment terms at their discretion.
52	Describe any leasing or financing options available for use by educational or governmental entities.	ChargePoint supports the following options for procurement of charging stations and associated services. In addition to the options available below, ChargePoint's channel partners may also offer additional financing and leasing plans. Outright Purchase Upfront payment of all goods and services. ChargePoint and associated partners then fulfill installation works, network services and ongoing support in accordance with contractual agreements. ChargePoint as a Service (CPaaS) In this unique offer ChargePoint remains the owner of the stations. The customer simply pays a fixed monthly fee for ability to use the stations. ChargePoint maintains the stations with an uptime guarantee. At the end of the term the station can be replaced with the latest version or we will take them back if the Customer chooses to purchase a different solution. Hence, this resolves the problem obsolete hardware that needs to be removed or integrated and fits very nicely with the leasing business. Financing Options ChargePoint partners with major financial providers to offer a full finance offer for all ChargePoint services as well as site 'make-ready'. A simple monthly payment covers all bundled costs over the course of the agreed term with a final payment option for ownership of stations to transfer to Sourcewell and its members.
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Depending on Sourcewell member needs, ChargePoint would either process orders directly with the Sourcewell member or through a local channel partner. The channel partner would process an order with the Sourcewell member and an upstream order with ChargePoint for the associated products and services. In either case the Sourcewell member would pay at or below the contract price and ChargePoint would track order details for quarterly payment of the administration fee on any products purchased from ChargePoint.
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. ChargePoint and various channel partners can accept credit cards for payment.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>ChargePoint has provided a detailed line-item price book showing list price and proposed contract price. Freight costs are most cost effectively determined at the time of purchase, based on quantity, mode, distribution point and shipping destination so they have not been provided on a line-item basis.</p> <p>This book is broken into distinct product categories to simplify review. Those categories are Charging Stations, Network Services, Assure Maintenance Plans, and Accessories. Notes are also provided to guide reviewers to creating estimated project pricing.</p>
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts range from 0-20% off MSRP.
57	Describe any quantity or volume discounts or rebate programs that you offer.	The pricing provided takes into account an assumption of volume created by purchasing across the Sourcewell membership. However, on a case-by-case basis ChargePoint may consider providing improved pricing to individual members who intend to purchase large volumes in single orders.
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>ChargePoint would consider any installation services including materials and labor beyond the scope of our Install-Valid service listed in our pricing proposal to be "Open Market" options. In many cases government entities prefer to use previously contracted vendors or employed tradespeople to perform the site preparation for charging station installation.</p> <p>Install-Valid service then allows these entities to purchase just the somewhat specialized charging station assembly, mounting and testing directly from ChargePoint. However, in instances where an Sourcewell member would prefer to procure complete installation services from one vendor ChargePoint would coordinate scoping by an appropriate channel or O&M partner who would then provide a quote for these services to the Sourcewell member.</p> <p>ChargePoint would facilitate this sourcing but would not be directly involved with any financial transactions between the member and ChargePoint partner for those services. Furthermore, ChargePoint would not intend to track quarterly or pay Administrative fee on these services.</p>
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>As described in question 58 above, ANY installation services including materials and labor beyond the scope of our Install-Valid service is not included in our pricing proposal. In many cases government entities prefer to use previously contracted vendors or employed tradespeople to perform the site preparation for charging station installation.</p> <p>Install-Valid service then allows these entities to purchase just the somewhat specialized charging station assembly, mounting and testing directly from ChargePoint. However, in instances where an Sourcewell member would prefer to procure complete installation services from one vendor ChargePoint would coordinate scoping by an appropriate channel or O&M partner who would then provide a quote for these services to the Sourcewell member.</p> <p>ChargePoint would facilitate this sourcing but would not be directly involved with any financial transactions between the Sourcewell member and ChargePoint partner for those services.</p>
60	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Freight costs are most cost effectively determined at the time of purchase, based on quantity, mode, distribution point and shipping destination so they have not been provided on a line-item basis.</p> <p>ChargePoint will provide pricing upon request. In addition, if Sourcewell members are able to require their own shipping carrier upon purchase.</p>
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight terms for Alaska, Hawaii and Canada are treated no different the contiguous united states. As described above freight costs are most cost effectively determined at the time of purchase, based on quantity, mode, distribution point and shipping destination so they have not been provided on a line-item basis.

62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	No unique distribution and/or delivery methods or options offered in your proposal.	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	<p>ChargePoint is well experienced with offering contracted pricing to various public and private entities across the globe.</p> <p>In addition, we operate our business on a world class CRM platform with the ability to easily meet these needs. Upon award, we will leverage our CRM tools to tag any Sourcwell opportunities appropriately, so they receive the contract pricing and terms.</p> <p>In the event these leads require a pass-through channel or O&M partner, we will ensure the partner is conforming to any contract requirements as well.</p> <p>As sales are made and shipments are processed all Sourcwell tagged orders will be archived in our CRM system which can easily be queried quarterly for itemized reporting of products and revenue. From this report the Sourcwell administrative fee can be easily calculated and paid.</p>
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Upon award, ChargePoint will proactively promote the contract. As the industry leader, ChargePoint has experience deploying large scale programs across North America and have the resources necessary to quickly train staff and partners on new initiatives. Here is an outline of our training approach:</p> <ul style="list-style-type: none"> + Contract Launch: Appropriate stakeholders from ChargePoint will attend this meeting to learn more about best practices and successful deployments. + ChargePoint Project Team Planning: After the contract launch our ChargePoint project team will immediately develop a training presentation and material for sales management, direct sales team, our marketing team, and our partner network. We will seek Sourcwell's input on our planned presentation prior to performing any training sessions. + Training deployment: We will coordinate training sessions for sales management, direct sales teams, our marketing team, and our partner network. We do these trainings often and typically via webinar. The partner training will be separate from our internal trainings. + Training follow up: <ul style="list-style-type: none"> o ChargePoint employees: After the initial training we will have follow up webinars with direct sales to make sure this is top of mind. We will share success stories with the team to keep "buzz" going. o Partner: After initial training, we will have follow-up webinars and email campaigns sent to all partners promoting the contract. We will continue to train them on how to leverage this contract within the markets they cover. We currently host several partner trainings throughout the year and will make sure this is a topic. + Website: We will have a link on the "Current Incentives" page on our website to guide Sourcwell members, ChargePoint employees, and partners to learn more about the award.

66	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>ChargePoint is well experienced with offering contracted pricing to various public and private entities across the globe. In addition, we operate our business on a world class CRM platform with the ability to easily meet these needs. Upon award, we will leverage our CRM tools to tag any Sourcewell opportunities appropriately, so they receive the contract pricing and terms.</p> <p>If these leads are required to pass through a channel or C&M partner, we will ensure the partner is conforming to any contract requirements as well.</p> <p>As sales are made and shipments are processed all Sourcewell tagged orders will be archived in our CRM system which can easily be queried quarterly for itemized reporting of products and revenue. From this report the Sourcewell administrative fee can be easily calculated and paid.</p>
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Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
67	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>ChargePoint is the only global charging solution provider that offers a complete range of AC and DC charging solutions for all vehicle types and charging use cases.</p> <p>Charging Equipment</p> <p>Charging stations must be safe, reliable, easy to use and capable of measuring detailed energy usage and enabling managed charging. In support of this RFP, we propose the following EVSEs designed, engineered, and manufactured by ChargePoint to work seamlessly with our software and service portfolio:</p> <ol style="list-style-type: none"> 1. ChargePoint CPH50: The Home Flex (CPH50) is a residential charging station to support the single-family home market. It provides up charging up to 12kW all linked with a powerful mobile app. 2. ChargePoint CPF50: The preferred AC Level 2 charging station for most fleet applications that are located at a depot/behind the fence. 3. ChargePoint CT4000: A commercial AC Level 2 charging station with additional features ideal for mixed-use applications including fleets, employee workplace, and public access charging. 4. ChargePoint Express CPE250: DC Fast Charging up to 62.5kw (single) or 125kW (paired). Designed with high availability, serviceability, and universal compatibility in mind. 5. ChargePoint Express Plus: Distributed DC Fast Charging from 200 to 350kW across up to 8 charging dispensers. Designed on a modular basis to scale with vehicles and power needs. <p>Please refer to the attached data sheets for additional information on the proposed charging stations.</p> <p>Charging Software</p> <p>ChargePoint's EV charge management software is designed to provide operational visibility and management of the complete charging ecosystem and to enable fleet operators to reduce operating costs, increase operational efficiency, and deliver on their mission critical needs. ChargePoint's cloud-based software includes a full suite of features to manage stations including a dashboard, manage access control, set pricing, collected driver fees, view real-time vehicle charging status and remote diagnostics, and track and analysis all charging sessions at the site. Software plans are available in 1-to-5-year terms and are tailored to the specific station and use case.</p> <p>Services</p> <p>ChargePoint offers a range of services to support our proposed EV charging solutions. This includes:</p> <ul style="list-style-type: none"> + Assure/Assure Pro: Optional extended and enhanced warranty providing proactive monitoring, coordinated repairs, full coverage of parts and labor, and an uptime guarantee of 98%. + Professional Services: These ala carte services are available depending on the specifics of a given site deployment and the needs of the customer. Services include modeling, preliminary site design and engineering, project management, installation and commissioning, and training. Prices are available on a per project basis based on the scope of work.
68	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	ChargePoint is proposing to continue to sell charging hardware, software, and services including maintenance and service for all types of charging use cases.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Description / Comments *	
69	Non-network electric vehicle charging hardware	<input type="radio"/> Yes <input checked="" type="radio"/> No	ChargePoint does not offer non-networked charging solutions given the importance of a network to enable a more positive driver experience and to enable station owners the ability to remotely monitor and adjust operating parameters to optimize the charging experience.	*
70	Network electric vehicle charging hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	ChargePoint offers the CPF50 and CT4000 level 2 stations for private and mixed-use charging respectively, the CPE250 and Express Plus platform for DC fast charging, and the CPH50 Home Flex for residential level 2 charging.	*
71	Services related to electric vehicle charging hardware (refer to RFP Section II, B, 1. b.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	ChargePoint offers final installation, commissioning, and ongoing maintenance services for all proposed charging hardware.	*
72	Site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	ChargePoint offers preliminary site design and engineering and final installation services. Additional site construction may also be provided by various ChargePoint channel partners and installation partners.	*
73	Network service provider or operator	<input checked="" type="radio"/> Yes <input type="radio"/> No	Via the ChargePoint Network	*
74	Charge monitoring, reporting, or billing services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Via the ChargePoint Network	*
75	Grid or power management solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Via the ChargePoint Network	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
76	Describe the process for installation of your products or services and explain the method of quotation, as applicable.	<p>ChargePoint offers final installation and wiring of all ChargePoint charging stations. Our local and national network of partners across the U.S. and Canada are trained and certified on the installation of our products through our Training and Certification Program. All of our partners have access to licensed electricians which can also provide additional electrical infrastructure construction as necessary to support station installation.</p> <p>Sourcewell members have the option of using their own licensed electrician for installation of ChargePoint stations. ChargePoint has installation manuals and videos available to help facilitate a successful install. In this case, ChargePoint would need to validate the installation prior to activating an Assure warranty for equipment maintenance and support; this is a simple review and approval of the work performed.</p>
77	If your proposal includes delivery of services by prequalified contractors, describe your method of prequalification. State how prequalified contractors will be identified or selected by Sourcewell Participating Entities in the event of contract award.	<p>ChargePoint uses sub-contractors to provide service, support, installation and validation of charging equipment. ChargePoint has a network of over 40 O&M (operations and maintenance) partners and 2,000 certified installers supporting North America. Our local and national network of partners across the US and Canada are trained and certified on the installation of our products through our Training and Certification Program.</p> <p>To ensure project success, we can work with Sourcewell members and our O&M partner to perform engineering, permitting, and construction services for any type of EVSE. ChargePoint is committed to closely with members to ensure site design, charging station layout, and driver experience meets their desires and expectations.</p>
78	Identify the data collected during the initial installation of your equipment, products, or services. Identify the data collected when your equipment, products, and services are accessed by an end-user.	<p>ChargePoint may use the information we collect from or about you for the following business or commercial purposes, such as uses to:</p> <ul style="list-style-type: none"> + Process your application to create an account with ChargePoint; + Provide our Service to you, including information, products, and services you request from us that enable you to access our charging stations network; + Process billing functions, including payment of fees; + Notify you of changes to our Website or Service; + Manage and administer your account, including to distinguish between multiple vehicles or users under a single account, and for information regarding charging sessions (e.g., duration, energy consumption, station owner and station data); + Manage and respond to any inquiries, correspondence, concerns or complaints you have sent to us; + Communicate with you regarding the Service; + Enable you to communicate with other users; + Promote and market ChargePoint products and services; + Analyze use of the Service; + Improve any services we provide, and research or develop other products or services; + Keep our Service secure and operational; + Provide value added service, promotions, and pricing; + Fulfill the purposes for which you provided it (such as to help you find a ChargePoint station); + Maintain internal records; + Create or maintain aggregated, anonymized, or de-identified information, which we may use and disclose without restriction; + Investigate, prevent, or take action regarding unlawful or harmful activities, including potential threats to physical safety, potential fraud, and violations of our Terms and Conditions; and/or + Safeguard our and others' rights or property. <p>We may combine any of the information that we collect from you with other information, including information that we obtain from third parties, or with information derived from any other products or services we provide. For example, we may combine personal information you provide us, such as an email address, with information automatically collected about your device.</p>
79	Identify the storage location for all data collected in the use of your equipment, products, or services. Describe applicable data security measures and identify any services performed outside the US or Canada, as applicable.	<p>ChargePoint leverages Amazon AWS as our hosting provider, with instances located in the United States, Canada, EU (Germany), and Australia. All data generated through the use of charging stations is stored within the appropriate region.</p> <p>ChargePoint is PCI certified by a 3rd party auditor and has SOC2 Type II certification. We are also in the final stages of completing our ISO 27001 certification, which is expected to be completed by end of May 2021.</p> <p>ChargePoint's primary driver support call center is located in Scottsdale AZ. To provide 24/7 driver support, some driver support calls may be routed to our Amsterdam NL support center.</p>

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the Exceptions to Terms, Conditions, or Specifications Form immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
 3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - ChargePoint_Financial Strength & Stability.pdf - Thursday April 22, 2021 10:42:04
 - [Marketing Plan/Samples](#) - ChargePoint_Marketing Plan & Samples.zip - Thursday April 22, 2021 10:17:09
 - [WMBE/MBE/SBE or Related Certificates](#) - ChargePoint_Diversity Policy.pdf - Thursday April 22, 2021 10:33:06
 - [Warranty Information](#) - ChargePoint_Warranty Information.zip - Thursday April 22, 2021 10:09:14
 - [Pricing](#) - ChargePoint response to RFP 042221 - Electric Vehicle Supply Equipment and Related Services_Pricing.xlsx - Wednesday April 21, 2021 23:15:02
 - [Upload Additional Document](#) - ChargePoint response to RFP 042221 - Electric Vehicle Supply Equipment and Related Services_Additional Documents.zip - Thursday April 22, 2021 10:36:46

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sam Ta, Sr. RFP Manager, ChargePoint Holdings, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_EV_Supply_Eqpt_RFP_042221 Thu April 15 2021 05:17 PM	<input checked="" type="checkbox"/>	2
Addendum_7_EV_Supply_Eqpt_RFP_042221 Tue April 13 2021 06:10 PM	<input checked="" type="checkbox"/>	3
Addendum_6_EV_Supply_Eqpt_RFP_042221 Mon April 12 2021 06:28 PM	<input checked="" type="checkbox"/>	2
Addendum_5_EV_Supply_Eqpt_RFP_042221 Tue April 6 2021 08:27 AM	<input checked="" type="checkbox"/>	1
Addendum_4_EV_Supply_Eqpt_RFP_042221 Thu April 1 2021 05:07 PM	<input checked="" type="checkbox"/>	1
Addendum_3_EV_Supply_Eqpt_RFP_042221 Fri March 26 2021 09:24 AM	<input checked="" type="checkbox"/>	1
Addendum_2_EV_Supply_Eqpt_RFP_042221 Mon March 15 2021 06:38 PM	<input checked="" type="checkbox"/>	2
Addendum_1_EV_Supply_Eqpt_RFP_042221 Thu March 11 2021 05:32 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT # 042221-CPI**

THIS AMENDMENT is by and between **Sourcewell** and **ChargePoint, Inc.** (Vendor).

Sourcewell awarded a contract to Vendor to provide Electric Vehicle Supply Equipment and Related Services to Sourcewell and its Participating Entities, effective July 15, 2021, through July 20, 2025 (Contract).

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.
2. Article 2. Equipment, Products, or Services Section, B. Warranty is deleted in its entirety and replaced with the following:

Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and for a period of one year and consistent with Vendor's Parts Only Warranty (the "Warranty") are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

3. Article 6 Participating Entity Use and Purchasing, A. Orders and Payment is deleted in its entirety and replaced with the following:

To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms as agreed between the Participating Party and Vendor, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

4. Article 8 Report on Contract Sales Activity and Administrative Fee Payment, B. Administrative Fee is deleted in its entirety and replaced with the following:

In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing.

Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee. The Vendor will submit payment to Sourcewell of 2% multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter.

Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

5. Article 11 Liability is deleted in its entirety and replaced with the following:

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third party claims or causes of action, including reasonable attorneys' fees, to the extent arising out of the negligent performance of this Contract by the Vendor or its agents or employees or Vendor's willful misconduct; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications

6. Article 21. Provisions for Non-United States Federal Entity Procurements Under United States Federal Awards or Other Awards, Section D. Rights to Inventions Made Under a Contract or Agreement is deleted in its entirety.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Jeremy Schwartz, Procurement Officer

Date: 9/27/2021 | 7:22 AM CDT

Approved:

DocuSigned by:
By: Chad Coanette
Chad Coanette, Director/CEO

Date: 9/27/2021 | 7:54 AM CDT

ChargePoint, Inc.

DocuSigned by:
By: Rex Jackson
Rex Jackson, CFO

Title: CFO

Date: 9/27/2021 | 7:18 AM CDT

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 27, 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 *SB*

SUBJECT: Consideration of Bids for the Jacobsen Park Renovations;
P.W. 59-P2

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution awarding the construction agreement to the lowest, responsive, and responsible bidder, Frontline General Engineering Construction, Inc., for the Jacobsen Park Renovations in the amount of \$595,830.55 with an additional \$100,000 contingency for a total project budget of \$695,830.55 and authorizing the Acting City Manager to execute the construction agreement.

FISCAL IMPACT

The FY 2024/25 Operating Budget includes \$1,297,000 from the Park-in-Lieu fund for park renovations. The Park-in-Lieu fund is the only funding source utilized for this project.

DISCUSSION

On August 6, 2024, seven (7) bids were received and opened as shown on the attached tabulation. The low bid was submitted by Frontline General Engineering Construction, Inc. of Tracy in the amount of \$595,830.55. The bids have been checked and found to be without any errors or omissions. An additional \$100,000 contingency is recommended for unanticipated project challenges.

The project will renovate the existing Jacobsen Park, which includes landscaping, constructing irrigation facilities, removal and installation of concrete flatwork, basketball court rehabilitation, hardscaping, installation of underground utilities, site furnishings and a new shade structure.

ATTACHMENTS

- A. Resolution
Exhibit 1 – Construction Agreement
- B. Bid Tabulation

ATTACHMENT "A"

RESOLUTION NO. 2024/xxx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AWARDING THE JACOBSEN PARK RENOVATIONS TO FRONTLINE GENERAL
ENGINEERING CONSTRUCTION, INC. AND AUTHORIZING THE ACTING CITY
MANAGER TO EXECUTE THE CONSTRUCTION AGREEMENT
P.W. 59-P2**

WHEREAS, the Jacobsen Park Renovations ("Project") will consist of landscaping, constructing irrigation facilities, removal and installation of concrete flatwork, basketball court rehabilitation, hardscaping, installation of underground utilities, site furnishings and a new shade structure;

WHEREAS, the consideration of bids for the Project was published and advertised in the East Bay Times on June 18, 2024 and June 20, 2024, and a Notice to Contractors was sent to the construction trade journals;

WHEREAS, the Project bids were publicly opened and read on August 6, 2024, and seven (7) bids were received for the Project;

WHEREAS, the lowest responsive and responsible bid was submitted by Frontline General Engineering Construction, Inc.; and

WHEREAS, the City Council has considered awarding the construction agreement to the lowest responsive and responsible bidder, Frontline General Engineering Construction, Inc.

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

1. Awards the construction agreement to the lowest, responsive, and responsible bidder, Frontline General Engineering Construction, Inc. in the amount of \$595,830.55 with an additional \$100,000 contingency for a total project budget of \$695,830.55; and
2. Authorizes the Acting City Manager to execute the construction agreement, in a form approved by the City Attorney.

* * * * *

A1

RESOLUTION NO. 2024/***

August 27, 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 27th day of August 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

A2

EXHIBIT "1"
AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of August, 2024, by and between FRONTLINE GENERAL ENGINEERING CONSTRUCTION, INC., hereinafter called "CONTRACTOR" and the CITY OF ANTIOCH, hereinafter called the "CITY."

WITNESSETH, that the CONTRACTOR and the CITY, for consideration hereinafter named, agree as follows:

1. SCOPE OF WORK

The work consists, in general, of furnishing all materials, labor, tools, supplies, equipment, transportation and superintendence necessary to perform the work required for **P.W. Number 59-P2**. The work is more fully described in the Description of Project, Construction Details and Plans contained in the Contract Documents. The Contract Documents are defined below in Section 4 of this Agreement.

2. TIME OF COMPLETION

After this Agreement has been executed by the parties, the CONTRACTOR shall begin work within ten (10) calendar days after the effective date of the Notice to Proceed, and shall diligently prosecute all of the work under this Agreement in all parts and requirements as defined in the Contract Documents, from the effective date of said Notice to Proceed. The period of performance shall be One Hundred (100) working days from the Notice to Proceed.

3. TOTAL BID PRICE

The CONTRACTOR shall faithfully perform all of the work hereunder for the Contract Price of **Five hundred ninety-five thousand, eight hundred thirty dollars and fifty-five cents (\$595,830.55)**, payable by the CITY to the CONTRACTOR at the time and in the manner provided in the Contract Documents.

**SCHEDULE OF BID PRICES FOR JACOBSEN PARK RENOVATIONS
P.W. 59-P2**

Item No.	Unit	Quantity	Description	Unit Price	Extended Amount
1.	LS	1	Mobilization, complete in place for the lump sum price.....	\$ 86,120.64	\$ 86,120.64
2.	LS	1	Water pollution control, complete in place for the lump sum price.....	\$ 30,519.35	\$ 30,519.35
3.	LS	1	Demolition, complete in place for the lump sum price.....	\$ 52,358.52	\$ 52,358.52
4.	LS	1	Earthwork, complete in place for the lump sum price.....	\$ 27,852.39	\$ 27,852.39

Item No.	Unit	Quantity	Description	Unit Price	Extended Amount
5.	LS	1	Hardscaping, complete in place for the lump sum price.....	\$ 166,425.81	\$ 166,425.81
6.	LS	1	Irrigation, complete in place for the lump sum price ...	\$ 83,764.42	\$ 83,764.42
7.	LS	1	Landscaping, complete in place for the lump sum price.....	\$ 40,999.39	\$ 40,999.39
8.	LS	1	Site Furnishings, complete in place for the lump sum price.....	\$ 107,790.03	\$ 107,790.03
TOTAL BID PRICE				\$ 595,830.55	

4. COMPONENT PARTS

This Agreement shall consist of the following documents, each of which is on file in the City of Antioch, Public Works Department, and all of which are incorporated herein by this reference:

- A. Agreement
- B. Project Stabilization Agreement
- C. Notice Inviting Bids
- D. Description of Project
- E. General Conditions (2018 Caltrans Standard Specifications)
- F. Special Provisions
- G. Construction Details
- H. Contract Plans
- I. Addenda No. 1 to 2, inclusive
- J. Performance Bond
- K. Payment bond
- L. Bid Forms

5. SERVICE OF NOTICE

Any notice required or permitted to be given under this Agreement shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage pre-paid, to the appropriate address specified in the CONTRACTOR's bid, and in the case of the CITY, to P. O. Box 5007, Antioch, CA 94531-5007, or at any other address which either party may subsequently designate in writing to the other party.

6. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California. Any action relating to this Agreement shall be instituted and prosecuted in a court of competent jurisdiction in the State of California. Each party hereby appoints the party listed opposite its name to act as its initial agent for service of process relating to any such action:

A4

CITY: City of Antioch
Capital Improvements
200 "H" Street
P. O. Box 5007
Antioch, CA 94531-5007

CONTRACTOR: Frontline General Engineering Construction, Inc.
Jesus Pedroza
16440 Ashland Avenue
San Lorenzo, CA 94580

Each such agent is hereby authorized and directed to accept service of process in any such action on behalf of his principal until such time as his successor shall have been appointed by his principal and notice thereof has been delivered to the other party in the manner provided herein for the giving of notice.

CONTRACTOR:

FRONTLINE GENERAL ENGINEERING CONSTRUCTION, INC.

Name Under Which Business is Conducted

The undersigned certify that they sign this Agreement with full and proper authorization so to do:

*By: _____

Title: _____

By: _____

Title: _____

** If CONTRACTOR is a corporation, this Agreement must be executed by two officers of the corporation, consisting of: (1) the President, Vice President, or Chair of the Board; and (2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the CITY is provided demonstrating that such individual is authorized to bind the corporation (e.g. – a copy of a certified resolution from the corporation's bylaws).*

CITY OF ANTIOCH, CALIFORNIA

A Municipal Corporation

By: _____
Kwame P. Reed, Acting City Manager

By: _____
Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

By: _____
Thomas Lloyd Smith, City Attorney

ALC

ATTACHMENT "B"

CITY OF ANTIOCH TABULATION OF BIDS						
JOB TITLE: Jacobsen Park Renovations (P.W. 59-P2)						
BIDS OPENED: August 6, 2024 ~ 2:00 p.m. City Council Chambers						
	Engineer's Estimate	Frontline General Engineering Construction, Inc. Tracy	Landscape Pros dba Construction Pros Cupertino	The Design Build, Inc. Sacramento	Stockbridge General Contracting, Inc. Clovis	S&H Construction, Inc. Fremont
TOTAL BID PRICE	\$750,000.00	\$595,830.55	\$750,000.00	\$761,786.00	\$779,410.00	\$868,600.00

LIST OF SUBCONTRACTORS

Frontline General	Landscape Pros	The Design Build, Inc.	Stockbridge General Contracting, Inc.	S&H Construction, Inc.
<u>Staking</u> Epic Land Surveying <u>Overlay</u> Vintage Contractors <u>Shade Structure</u> Miracle Play System SWPPP Tully Consulting	<u>None</u>	<u>Tree Removal Services</u> <u>P&J Tree Service, Inc.</u> <u>Shade Structures & Basketball System</u> <u>Miracle Play Systems</u> <u>Play Structure Installation</u> <u>Creative Builders</u>	<u>SWPPP</u> <u>Emerald</u> <u>Survey & Staking</u> <u>Ridgeline</u> <u>Temp Fence/Restroom</u> <u>Rocket Rentals</u> <u>Tree Stump Removal</u> <u>Reliable Tree Experts</u> <u>Athletic Surfacing</u> <u>Vintage Contractors</u> <u>Site Furnishing Install</u> <u>Mirical Play Group</u> <u>Landscaping</u> <u>Elite Landscape Construction</u> <u>Concrete</u> <u>Luminart Concrete</u> <u>Handrails</u> <u>James Hewatt</u>	<u>None</u>

B1

CITY OF ANTIOCH
TABULATION OF BIDS

JOB TITLE: Jacobsen Park Renovations
(P.W. 59-P2)
BIDS OPENED: August 6, 2024 ~ 2:00 p.m.
City Council Chambers

	Engineer's Estimate	Kerex Engineering, Inc. Pleasant Hill	Saboo Inc. Brentwood		
TOTAL BID PRICE	\$750,000.00	\$1,145,000.00	\$1,400,000.00		

LIST OF SUBCONTRACTORS

<i>Kerex Engineering, Inc.</i>	<i>Saboo, Inc.</i>		
Landscape Lonestar Landscape Basketball Court Vintage Contractors Tree Removal Reliable Tree Installation Jim Breneman Railing Tom's Metal	Demolition CVE Demolition Structure Installation Creative Builders Irrigation, Landscape Landscape Elite Construction Basketball Court Vintage Contractors Concrete Luminart Concrete		


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 27, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Jason Bonilla, Fleet Operations Supervisor

APPROVED BY: Scott Buenting, Acting Public Works Director/City Engineer 

SUBJECT: First Amendment to the Maintenance Service Agreement with DC Electric Group Inc. for Electric Vehicle Charger Installations

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving the first amendment to the Maintenance Service Agreement with DC Electric Group Inc. extending the contract term for an additional two years and amending the scope to include electric vehicle charger installations, increasing the agreement by \$145,000 and a 20% contingency in the amount of \$29,000 for a total increase of \$174,000, bringing the total agreement amount to \$2,174,000; and
2. Authorizing the Acting City Manager to execute the amendment to the agreement in a form approved by the City Attorney.

FISCAL IMPACT

The FY 2024/25 Operating Budget includes funding through the General Fund for the Zero Emission Vehicle Transition project in the amount of \$1,226,760 for the planning/design, and initial implementation phase to transition the City's vehicles to a zero-emissions vehicle fleet. These funds will be utilized to implement the initial phase of this project in the amount of \$174,000. This action will increase the original contract with DC Electric Group Inc. from \$2,000,000 to a total contract amount of \$2,174,000.

DISCUSSION

On June 8, 2021, the City Council awarded a multi-year Maintenance Service Agreement to DC Electric Group Inc. ("DC Electric") in the amount of \$2,000,000 for a period of three years, with an option to extend the contract for an additional two years. This Agreement was intended to provide on-call streetlight and other repair services to ensure that City facilities are powered in a safe and efficient manner. City assets such as streetlights and buildings require constant maintenance and repairs by licensed qualified electrical workers. DC Electric provides this service in a safe and professional manner.

On August 22, 2023, the City Council approved Resolution No. 2023/133 which amended the FY2023/24 Operating budget to increase funding for the Zero Emission Vehicle Transition Project by \$1,226,760 from the General Fund for a total project amount of \$1,361,814. The implementation of the initial phase of this project is ready to begin.

Staff recommends that the City Council approve the amendment to DC Electric's Maintenance Service Agreement to include twelve (12) new electric charger installations at the following locations:

- City Hall - three (3) level II chargers with a total of six (6) charging ports
- Antioch Police Department - one (1) DC fast charger with two (2) charging ports
- Public Works Corp Yard - four (4) level II chargers with a total of eight (8) charging ports
- Water Treatment Plant - two (2) level II chargers with a total of four (4) charging ports
- Nick Rodriguez Community Center - two (2) level II chargers with a total of four (4) charging ports

The cost to install these twelve (12) electric vehicles chargers is estimated at \$174,000, which includes a 20% contingency. This price does not include the cost of the actual chargers as these will be purchased from another vendor. In total, the City will add twenty-four (24) charging ports, ten (10) of which are intended for shared use between City and privately owned vehicles at City Hall and the Nick Rodriguez Community Center. This action, if approved, will further the City's goal to transition from an internal combustion engine fleet to a zero-emissions vehicle fleet.

ATTACHMENTS

- A. Resolution
Exhibits 1. Draft First Amendment
- B. DC Electric Group Inc. Proposal

ATTACHMENT "A"

RESOLUTION NO. 2024/xxx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE FIRST AMENDMENT TO THE MAINTENANCE SERVICE
AGREEMENT WITH DC ELECTRIC GROUP INC. FOR ELECTRIC VEHICLE
CHARGER INSTALLATIONS AND AUTHORIZING THE ACTING CITY MANAGER
TO EXECUTE THE AMENDMENT TO THE AGREEMENT**

WHEREAS, on June 8, 2021, the City Council awarded a multi-year Maintenance Services Agreement to DC Electric Group Inc. ("DC Electric") in the amount of \$2,000,000 for a period of three years with the option to extend an additional two years to provide on-call streetlight and other repair services;

WHEREAS, the City desires to add twenty-four (24) charging ports, ten (10) of which are intended for shared use between City and privately owned vehicles at City Hall and the Nick Rodriguez Community Center;

WHEREAS, this action will further the City's goal to transition from an internal combustion engine fleet to a zero-emissions vehicle fleet;

WHEREAS, the cost to install twelve (12) electric vehicles chargers is estimated at \$174,000; and

WHEREAS, the City Council has considered approving the first amendment to the Maintenance Service Agreement with DC Electric Group Inc. for electric vehicle charger installations in the amount of \$174,000, for a total contract amount not to exceed \$2,174,000, and authorizing the Acting City Manager to execute the first amendment to the agreement.

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

1. Approves the first amendment to the Maintenance Service Agreement with DC Electric Group Inc. extending the contract term for an additional two years and amending the scope to include electric vehicle charger installations in the amount of \$145,000 and a contingency in the amount of \$29,000, for a total agreement amount not to exceed \$2,174,000; and
2. Authorizes the Acting City Manager to execute the amendment to the agreement in a form approved by the City Attorney.

RESOLUTION NO. 2024/***

August 27, 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 27th day of August 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT"1"

AMENDMENT NO. 1 TO AGREEMENT FOR MAINTENANCE SERVICES FOR ON-CALL STREET LIGHT AND OTHER ELECTRICAL REPAIR SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT FOR ON-CALL STREET LIGHT AND OTHER ELECTRICAL REPAIR SERVICES is entered into this **27** day of **August 2024**, by and between the CITY OF ANTIOCH, a municipal corporation ("**City**") and DC Electric Group Inc., with its principal place of business at 112 Central Avenue Pacheco CA, 94553 ("**Contractor**").

RECITALS

WHEREAS, on June 9, 2021, City and Contractor entered into an Agreement for Maintenance Services for On-Call Street Light and Other Electrical Repair Services ("**Agreement**") in the amount of \$2,000,000 and an initial term of three years with an option to extend an additional two years; and

WHEREAS, the City and Contractor now desire to amend the Agreement to increase the total contract amount by \$174,000, amend the scope of services to include the installation of twelve electric vehicle charging stations, and exercise the option to extend the term for an additional two years, pursuant to the original Agreement, thereby extending the term to June 30, 2026;

WHEREAS, on August 27, 2024, City Council has considered and approved the desired amendments.

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

1. Section 3.1.1 "General Scope of Services." shall be amended to read as follows:

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

2. Section 3.1.2 "Time of Performance" shall be amended to read as follows:

3.1.2 Time of Performance. The term of this Agreement shall be from July 1, 2021 to June 30, 2026, unless earlier terminated as provided herein. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement.

3. Section 3.3.1 "Compensation" shall be amended to read as follows:

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. **The total compensation shall not exceed \$2,174,000.** Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

4. Exhibit "A" of the original Agreement "Scope of Services" attached to the Agreement shall be amended to include the revised scope of services as detailed in Exhibit "A-1," attached and incorporated herein by reference. Exhibit "A-1" shall be deemed to supplement and amend the original Exhibit "A" to the extent of any inconsistencies between the two. In all other respects, the original Exhibit "A" remains in full force and effect.

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

CITY OF ANTIOCH:

DC Electric Group Inc.

By: _____
Kwame P. Reed
Acting City Manager

By: _____
Don Caramagno, President and CEO

ATTEST:

Elizabeth Householder
City Clerk

APPROVED AS TO FORM:

Thomas Lloyd Smith
City Attorney



July 12, 2024

City of Antioch
Attn: Carlos Zepeda
Public Works Department
1201 W 4th Street
Antioch, CA 94531

Job Name: Charge Point EV Charger Installation.
Job Location: 4 Locations: City Hall, Public Works Corp Yard, Police Department, Nick Rodriguez Community Center, and the Water Treatment Plant.

Dear Carlos,

Per your request, we offer to perform the following work based on our standard terms & conditions:

Scope of Work: City Hall

- Assist City with Trenching (USA markings and Layout).
- Furnish & install five (5) new #5 curb boxes.
- Furnish & install 2" PVC conduit and fittings.
- Furnish & install three (3) new EV charger foundations.
- Install three (3) new Charge Point CT4000 city furnished chargers.
- Furnish & install three (3) new 40amp, 2p breakers.
- Furnish & install #6 THHN wire to each charger per specification.
- Complete all splices and terminations and needed.
- Commission chargers.
- Test for proper operation

Total Labor, Material & Equipment ...\$37,800.00

Scope of Work: Public Works Corp Yard

- Assist City with Trenching (USA markings and Layout).
- Furnish & install three (3) new #5 curb boxes.
- Furnish & install one (1) new 200amp, 3P distribution breaker
- Furnish & install new 2" EMT conduit from switchgear to new 200amp subpanel.
- Furnish & install new 200amp subpanel on brick wall near parking lot.
- Furnish & install new 200amp sub-feed wiring as needed.
- Furnish & install four (4) new 60amp, 2p breakers for chargers.
- Furnish & install 2" PVC conduit and fittings to each new charger.
- Furnish & install four (4) new EV charger foundations.
- Install four (4) new Charge Point CT4000 city furnished chargers.
- Furnish & install #6 THHN wire to each charger per specification.
- Complete all splices and terminations and needed.
- Commission chargers.
- Test for proper operation

Total Labor, Material & Equipment ...\$51,575.00

**Scope of Work: Police Department**

- Assist City with Trenching (USA markings and Layout).
- Furnish & install two (2) new #5 curb boxes.
- Furnish & install one (1) new 100amp, 3P distribution breaker
- Furnish & install new 2" EMT conduit from switchgear along the side of building to area near new charger.
- Furnish & install new 2" PVC from building to new charger location.
- Furnish & install one (1) new EV charger foundations.
- Install one (1) new Charge Point Express 250 city furnished chargers.
- Furnish & install #2 THHN wire to charger per specification.
- Complete all splices and terminations and needed.
- Commission chargers.
- Test for proper operation

Total Labor, Material & Equipment ...\$31,550.00

Scope of Work: Nick Rodriquez Community Center

- Assist City with Trenching (USA markings and Layout).
- Furnish & install two (2) new #5 curb boxes.
- Furnish & install 2" PVC conduit and fittings.
- Furnish & install two (2) new EV charger foundations.
- Install two (2) new Charge Point CT4000 city furnished chargers.
- Furnish & install two (2) new 40amp, 2p breakers.
- Furnish & install #6 THHN wire to each charger per specification.
- Complete all splices and terminations and needed.
- Commission chargers.
- Test for proper operation

Total Labor, Material, & Equipment ...\$21,725.00

Scope of Work: Water Treatment Plant

- Remove & Salvage two (2) exiting EV chargers.
- Install two (2) new Charge Point CT4000 city furnished chargers.
- Complete all splices and terminations and needed.
- Commission chargers.
- Test for proper operation

Total Labor, Material, & Equipment ...\$2,350.00



Grand Total Labor, Material & Equipment ...\$145,000.00

This offer shall expire 30 days from the date hereof and may be withdrawn by us at any time prior thereto with or without notice. This offer supersedes any prior offers, commitment or orders, contains all terms, conditions and warranties and when accepted, constitutes the entire contract between the parties. The resulting contract shall not be modified except by formal written amendment. This offer shall be accepted by delivery to us of a copy of this offer duly signed by you in the space provided. This price assumes work will be done directly for the City and excludes any potential fees/permits. Any change in schedule requested by the City will result in a change order.

This price is hereby accepted on this _____ day of _____, 2024.

City of Antioch

DC Electric Group, Inc.

A handwritten signature in blue ink, appearing to read 'John Abraham', is written over a horizontal line.

By: _____

John Abraham

Title: _____

Regional Manager/Estimator

**CITY OF ANTIOCH
MAINTENANCE SERVICES AGREEMENT FOR
ON CALL STREET LIGHT AND OTHER ELECTRICAL REPAIR SERVICES
WITH DC ELECTRIC GROUP INC.**

1. PARTIES AND DATE.

This Agreement ("**Agreement**") is made and entered into this 9th day of June, 2021 ("**Effective Date**") by and between the City of Antioch, a municipal corporation organized under the laws of the State of California with its principal place of business at 200 H Street, Antioch California 94509 ("**City**") and DC Electric Group, Incorporated, with its principal place of business at 112 Central Avenue, Pacheco, CA 94553 ("**Contractor**"). City and Contractor are sometimes individually referred to as "**Party**" and collectively as "**Parties**" in this Agreement.

2. RECITALS.

2.1 Contractor.

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

2.2 Project.

City desires to engage Contractor to render such services for the **On Call Street Light and Other Electrical Repair Services, Proposal No. 968-0429-21A** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Time of Performance

The term of this Agreement shall be from **July 1, 2021** to **June 30, 2024**, with the option to extend an additional two years, unless earlier terminated as provided herein. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement.

3.2 **Responsibilities of Contractor.**

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

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

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

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

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

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

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

3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of Five Hundred Dollars (\$500.00) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

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

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code; Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8)

hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

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

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

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

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

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

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

3.2.10.7 Water Quality.

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

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

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

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

allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

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

3.2.13 Bonds.

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

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

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

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City.

If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

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

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. **The total compensation shall not exceed Four Hundred Thousand Dollars (\$400,000.00) per Fiscal Year, with the option to extend an additional two fiscal years, for a total contract amount not to exceed Two Million Dollars, (\$2,000,000.00).** Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 California Labor Code Requirements

a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory

upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

3.4 Termination of Agreement.

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

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

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

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

3.5 General Provisions.

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

Contractor:

John Abraham
P.O. Box 7525
Cotati, CA 94931

City:

Public Works Department
Carlos Zepeda
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

City:

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

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

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers,

employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.5.19 Wage Theft Prevention.

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF ANTIOCH
AND DC ELECTRIC GROUP INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 9th day of June, 2021.

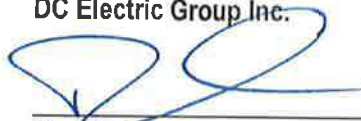
CITY OF ANTIOCH

Approved By:



Rowland E. Bernal Jr.
City Manager

DC Electric Group Inc.



Signature


Don Caramagno

Name

President & CEO

Title

ATTEST:



Elizabeth Householder
City Clerk

Approved As To Form:



Thomas Lloyd Smith
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

II SPECIFICATIONS

The City of Antioch is requesting proposals for On Call Electrical Repair Services to the City's streetlights, park lights, parking lots, City facilities, and other miscellaneous electrical services/repairs city wide. Contractor must submit data on all line items in the proposal submittal worksheet parts A, B and C as well as attachment A.

1. STATEMENT OF WORK

The purpose of this contract is to maintain the City's streetlights and safety light systems City wide to operate in the manner that they were originally intended, or as later modified, so as to provide safety lighting to the City's streets and public facilities. In general, the work to be done consists of providing streetlight maintenance and repairs, as well as responding to emergency calls for service, service calls to the City's building facilities both interior and exterior within the City of Antioch.

It is imperative that all equipment in the City's respective systems be serviceable and in operation at all times, 24 hours a day, seven days a week. To insure this continuous and uninterrupted operation of equipment, service calls and emergency calls shall be answered promptly, and extraordinary effort shall be exerted by the Contractor to render this service.

The Contractor shall ensure that all streetlights and safety lights are serviced and repaired in an operable and safe condition. Furthermore, the Contractor shall provide a full range of lighting maintenance services which include 24 hours/7 days a week emergency response service and respond to all reported lights out on all City streets and facilities covered under this service Agreement. The Contractor shall provide support for any modernization or system, equipment, or proposed lighting upgrades at no extra cost to the City.

The selected Contractor shall furnish all tools, equipment, workshop facilities, transportation, labor, parts, and materials and perform all work necessary to maintain in good quality and operation all streetlights and safety lights within the City. All work performed or equipment and parts supplied by the Contractor shall be subject to inspection and approval of the Public Works Director or his designee. Failure to pass inspection on any maintenance, repair, or service item shall result in non-payment for that item until such time that the Contractor can present the item to the City in an acceptable form. Please note, the City provides street light poles, cobra heads, decorative light fixtures, lamps, ballasts & photocells.

All other incidental parts and materials needed for service calls and repairs will be provided by the Contractor. Markup of parts and materials may not exceed 10% of price paid by Contractor and markup price must be listed on all invoices sent to the City for payment.

a) Routine Service Work Order Requests

Routine Service Call Requests shall include but not limited to the following items to ensure the roadways, parking lots, City facilities, and parks are properly illuminated:

- Replace lamps that have become inoperative by virtue of burnout. Replacement lamps shall be provided by the City.
- Replace (photoelectric cells, ballasts) provided by the City, Contractor will supply fuses, igniters, hf generators, sockets and all other integral parts that have become inoperative from normal deterioration with either a like item or a selected upgrade approved by the City.
- Cleaning of lenses and shrouds when burned out lamps are replaced.
- Minor trimming of trees below the light fixture for the purpose of allowing a reasonable amount of light to be let through. Trimming is limited to within three (5) feet of the bottom of the fixture.
- Remove and Replace rundown street-light poles due to accidents. All fixtures removed are the property of the City and may be recycled back into service after defective lighting components are replaced and/or refurbished. If a pole is joint use i.e. not City owned, specific procedures for knockdowns are to be coordinated by the Contractor with the City and utility provider that owns the pole. The utility provider may choose to replace joint use poles and electrical service, while the Contractor will replace the streetlight or public facility light and bracket. If coordination

with the utility provider is necessary to complete this work, at the City's direction the Contractor will provide this coordination at no extra cost to the City.

b) Unscheduled/Emergency Maintenance

Emergency Maintenance, which is comprised of regular maintenance and emergency response, shall be performed by the Contractor selected as a result of this proposal. Work in this category is considered to be a safety concern. Responsive maintenance and emergency repairs to damaged streetlights and public facilities lights shall be performed by the Contractor at the direction of the Public Works Director or his designee and shall constitute work made necessary due to damage to streetlights and public facilities lights by collision, acts of nature, or vandalism. Example of situations that would require an emergency response include, but are not limited to streetlight knockdowns, a block of streetlights out-of-service, power failure at City facility and backup generator does not kick on or other repairs designated as an emergency response by the City.

Occasionally, the Contractor may be called to respond to accident sites, disconnect power, secure the site for public safety, take down damaged poles or pick up a knocked down light. The Contractor shall furnish a price for performing this work both during normal working hours and during weekends, holidays, or other off-hours. The Contractor shall also furnish a price for reinstalling knockdowns.

The Contractor shall make immediate maintenance calls when notified by the City and informed that the call is an emergency. In no instance shall the response time to an emergency exceed one (1) hour from the time of notification.

Emergency Maintenance calls may include, but is not limited to, the following items of work that shall be performed when necessary and charged as "Additional Work" after written approval from the Public Works Director:

- Rewiring and cable pulling
- Concrete and foundation repairs
- Streetlight pole or equipment replacement
- Replacement of lamps and/or photoelectric cells
- Other streetlight and/or public facilities lights related work

c) Scheduled/As-Required Maintenance

Scheduled/As-Required Maintenance, consists of regular maintenance work. Maintenance and repair requests made by the City that are not critical, or the work involved is of such a nature as to require advance scheduling, shall be completed on an "as needed" basis. Examples of Scheduled/As-Required Maintenance include but are not limited to, major equipment repair/replacement, permanent replacement of knockdowns, major rewiring, and general maintenance of streetlights and public facilities lights and electrical service. In no event will scheduled as required work be considered overtime without prior approval of the Public Works Director or his designee.

d) Extra Work

The City may request extra work within certain total contract expenditure limits by the selected Contractor. Extra Work includes any special work not covered above as routine service or maintenance calls. During the course of the agreement, the City may also solicit quotes from other Contractors for Extra Work and employ their services for said work. In no event will extra work as requested by the City work be considered overtime without prior approval of the Public Works Director or his designee.

e) Required Response Times

Emergency Response time is to not exceed one (1) hour. This item is considered to be an immediate safety concern. When notified by the City to respond to an emergency situation, the Contractor shall be at the site in one (1) hour or less from the time of notification. Examples of a situation that would require an emergency response include but are not limited to streetlight or safety

light knockdown, block of streetlights out-of-service, or other repairs designated emergency response by the City. The Contractor shall maintain a twenty-four (24) hour per day emergency service for the replacement of burned out lamps. The Contractor shall maintain a local telephone number where he can be reached twenty-four (24) hours per day. This telephone number shall be made available to the Public Works Department and the City of Antioch Police Department. The Contractor shall make immediate service calls when notified by the City and informed that the call is an emergency. In no instance shall the response time to an emergency call exceed one (1) hour from the time of notification.

f) Standard Response

This item is considered important but not an immediate safety concern. Maintenance and repair requests made on a regular basis shall be responded to within seven (5) calendar days of notification. In no event will regular response work be considered overtime without prior approval of the Public Works Director or his designee. An example of work that would require a regular response includes but is not limited to streetlight and safety light outages.

g) Scheduled/As-Required Response

Maintenance and repair requests made by the City that are not critical or the work involved is of such nature as to require advance scheduling shall be completed on an "As-Required" basis at a schedule that is mutually agreed upon. Work authorization of this type shall include but not be limited to major equipment repair/replacement, permanent replacement of knockdowns, major rewiring, and upgrades to electrical panels/services.

2. CONTRACTOR REQUIREMENTS

a.) Contractor shall provide all labor and equipment, trained personnel and supplies necessary to provide the services specified in this RFP. The Contractor shall provide an experienced, competent Superintendent who will be responsible for effectively supervising all work in progress. In addition to supervision of work in progress, the Superintendent must be capable of instructing his subordinates in correct and proper maintenance and safety techniques.

The Contractor shall employ competent, experienced electricians and streetlight technicians qualified in repair or trouble detection of the City's lighting equipment and electrical system. If any subcontractor, Superintendent, Foreman, laborer, or other person employed or associated with the Contractor appears to City staff to be interperate, incompetent, troublesome, or otherwise undesirable to be employed on the work site, the employee shall be immediately removed from the work site at the request of the Public Works Director or his designee.

The Contractor shall be responsible for providing all necessary traffic control equipment in all construction or maintenance zones per Part 6 of the California MUTCD most recent edition, or as determined by the Public Works Director or his designee to be required to give adequate warning of any dangerous conditions that may be encountered, prevent accidents, and avoid damage or injury to the public. In addition, whenever it is necessary to block any traffic lanes to complete any portion of the work, at least one (1) lane of traffic shall be kept open in each direction at all times. On major arterials, lane closures shall be avoided on weekdays between 7:00 a.m. and 9:00 a.m. and between 3:00 p.m. and 6:00 p.m., unless approved in advance by the Public Works Director or his designee. Emergency repairs shall be made whenever required and are not subject to the aforementioned time restrictions.

The Contractor shall conduct his operations in order to minimize obstruction and inconvenience to public travel. At no time shall the Contractor be allowed to stop work for the purposes of a "coffee break" when the public right-of-way is impeded unless the work being done requires more than four (4) hours to complete.

Whenever the Contractor's operations create a condition hazardous to traffic or to the public, he shall furnish and maintain, as necessary, fences, barricades, lights, signs, safety cones, and other devices per Part 6 of the California MUTCD most recent edition, or as determined by the Public Works Director

or his designee to be required to give adequate warning of any dangerous conditions that may be encountered, prevent accidents, and avoid damage or injury to the public.

Failure on the part of the Contractor to provide adequate signing and barricading will be the authority for the City to provide such protection as is necessary by City forces or independent contractor. All work shall be stopped, and the job site shall be vacated until the situation is remedied. **All costs of protection so provided shall be deducted from the routine maintenance charges of the Contractor until the bill is satisfied.** Repetitive failure shall be sufficient cause for the City to cancel the Agreement.

The Contractor shall possess an active, valid Class C-10, Contractor's license from the State of California for the entire duration of the contract agreement.

The Contractor shall be knowledgeable of matters pertaining to streetlights and public facility lighting such as energy efficiency, light pollutions and applicable ordinances, types of lighting and their applications and the latest technology as well as applicable municipal and financial processes in the State of California.

The Contractor shall be established and in place to perform this contract with a minimum of five (5) years related experience.

Should construction be underway by other forces or by other contractors within or adjacent to the limits of the work specified or should work of any other nature be underway by other forces within or adjacent to the said limits, the Contractor shall cooperate with all other contractor's or other forces to the end that any delay, duplication, or hindrance to their work shall be avoided.

The Public Works Director or his designee shall have access at all times to work completed or in progress and shall be furnished with all reasonable means and facilities for ascertaining the progress of work and the quality of the materials used. All work performed and all materials furnished shall be subject to the Public Works Director or his designee's inspection and approval. Any item not meeting the Public Works Director or his designee's complete satisfaction shall be replaced immediately.

Inspection of work shall not relieve the Contractor of any obligation to fulfill the contract as prescribed. Defective work or materials shall be made good, and unsuitable material may be rejected notwithstanding the fact that such defective work and unsuitable materials have been previously inspected by the Public Works Director or his designee and accepted.

All work, which is determined by the Public Works Director or his designee to be defective in its construction or is deficient in any way, shall be remedied or removed by the Contractor at his expense in a manner acceptable to the City.

The Public Works Director or his designee shall decide all questions that may arise regarding the quality or acceptability of materials furnished or work performed, the manner of performance and rate of progress of the work, and the acceptable fulfillment of the contract. The Public Works Director's or his designee's decision shall be final.

City's Right to Cure Contractor's Defaults. If the Contractor shall default or neglect to carry out any of his obligations under this contract and fail within fifteen (15) days after receipt of written notice from the City to the Contractor to commence and continue correction of such default or neglect to remedy Contractor's deficiencies with diligence and promptness, the City may, without prejudice to any other remedy or right it may have, make good such deficiencies. In such case, the cost of correcting such deficiencies shall be paid by the Contractor to the City within fifteen (15) days of receipt of an invoice.

b.) Waste Disposal

The Contractor is responsible for the proper disposal of all waste materials generated in the performance of this contract. All hazardous material will be disposed of in accordance with applicable laws and regulations. Appropriate records shall be maintained and available for inspection by the City within two (2) business days.

If the Contractor becomes aware of any **Unauthorized Work**, the Contractor shall promptly report to the Public Works Director or his designee observations of any unauthorized work being done by others upon the City's equipment being maintained by the Contractor. The Contractor shall also report observations or any work in progress which may endanger or damage the equipment of the lighting system.

c.) Customer Service & Quality Assurance

Any work or assigned duties that are not performed to our standards and/or contractual agreement may result in delay, reduction, or discount at the contractor's expense. The judgment for reduced payment or discount shall be at the City's sole discretion. In addition, the City may move to the next lowest responsible contractor if the City is not happy with the services or communication supplied by the contractor. All complaints about services rendered will be processed by the Deputy Director of Public Works or designee/s.

d.) Hours of Operation

The Contractor shall have a representative available to meet with City of Antioch personnel during the normal City working hours, which are 7:00 a.m. to 4:00 p.m., Monday through Friday, except holidays. Contractor may work on Saturdays with prior permission from City representative. Per Antioch Municipal Code, Section 5-17-05, construction noise is limited on weekdays, no construction noise prior to 7:00 am and after 6:00 pm, and further limited to 8:00 am and 5:00 pm if within 300 feet of occupied dwellings.

EXHIBIT "B"

SCHEDULE OF SERVICES

SERVICES ARE PERFORMED ON AN ON CALL, AS-NEEDED BASIS

EXHIBIT "C"

COMPENSATION

OFFICIAL PROPOSAL SUBMITTAL PAGE 1 OF 4

INITIAL HERE 

CITY OF ANTIOCH
Electrical Services Proposal No. 968-0429-21A

The undersigned contractor declares that it has carefully examined the locations of the proposed work, plans and specifications, special provisions and read the accompanying instructions to contractor's. The undersigned submitter certifies that he/she is, at the time of presenting this Proposal, and shall be, throughout the length of the contract, licensed by the state of California to do the type of work required under the terms of the contract documents. Submitter further certifies that he/she is skilled and regularly engaged in the general class of work called for in the contract documents.

In accordance with the requirements, the submitter represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Submitter further acknowledges that there are certain peculiar and inherent conditions which may create, during maintenance operations, unusual or peculiar unsafe conditions hazardous to persons and property. Submitter acknowledges that he/she is aware of such risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the maintenance services with respect to such hazards.

Does proposal conform to all requirements listed in this document and drawings? Yes
If NO, explain non-conforming specifications in detail on separate sheet.

Terms or Cash Discount (if other than net 30 days) _____

Company Name DC Electric Group, Inc.

Contact Name John Abraham

Title Regional Manager

Address 112 Center Ave.

City/State/Zip Pacheco, CA 94553

Telephone 925-293-9455 FAX 925-293-9454

Email Address jabraham@dcelectricgroup.com

Contractor's License No. 949934 Exp. Date 10/31/2021

City of Antioch Business License No. _____ Application Submitted _____ Exp. Date _____

Signature  Date 4/27/2021

Proposal must be in a sealed envelope with the Proposal number, closing date, and time on the outside envelope.

DELIVER PROPOSAL SUBMITTAL TO:

CITY OF ANTIOCH PUBLIC WORKS
Proposal NO. 968-0429-21A
1201 W 4TH STREET
ANTIOCH, CA 94509

Antioch, CA 94509

Electrical Services Proposal No. 968-0429-21A- Proposal Worksheet

(Awarded Up to 50 Points on Part B)

A.) MATERIALS (City provides light poles, cobra heads, decorative light fixtures, lamps, ballasts & photocells.)Mark-up on miscellaneous materials not provided by the City.
(Must be in % not hourly. NOTE: 10% markup Maximum)

Proposal Item #

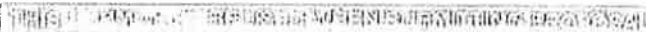
1 Materials

% Markup

10%

B.) Hourly Labor Rate for REPAIRS (Equipment and Labor; City provides lamps, poles, and light fixtures.)

Proposal Item #	Description of Proposal Item	Hourly Rates	Comments
2.	Labor rate per hour for one electrician for repair work & misc. electrical services	\$ 105.00	
3.	Overline rate per hour for one electrician for repair work & misc. electrical service	\$ 149.00	
4.	After hour emergency call-out rate for one electrician. Note: Call out does not include the time worked to complete repair or services. Contractor agrees to respond to all incidents deemed by the City to be emergencies within one hour. A contact number answered by a live person 7 days a week 24 hours a day.	\$ 105.00	
5.	Labor rate for one electrician with tools and truck to drive out & repair streetlight with new induction lamp, ballast, and/or photocell.	\$ 157.00	
6.	Pick up materials from City's Storage facility prior to each project. (light poles, pole arms, cobra heads, hardware, lamps, ballasts, photo cells, etc.)	\$ 75.00	
7.	Estimated cost to replace 32 foot twin arm street light pole in a median. Includes all labor, lane closure, road signs, flags, reflective cones, arrow boards, beacons, line truck/trailer, service trucks, trailers, wire, terminals, terminations and grounding.	\$ 1325.00	Lump Sum price
8.	Estimated cost to replace 28 foot twin arm street light pole in a median. Includes all labor, lane closure, road signs, flags, reflective cones, arrow boards, beacons, line truck/trailer, service trucks, trailers, wire, terminals, terminations, and grounding.	\$ 1325.00	Lump Sum price
Grand Total Hourly Rates		\$ 681.00	Hourly Rates total \$681.00 Hourly Rates + Lump Sum Rates = \$3,331.00



12

Proposa

Proposal Item #	Description of Proposal Item	Hourly Rates	Comments
9.	Line Truck	\$ 75.00	
10.	Bucket Truck	\$ 52.00	
11.	Dump Truck	\$ 37.00	
12.	Flatbed Truck	\$ 37.00	
13.	20ft Traller	\$ 20.00	
14.	Line Truck Crane	\$ 125.00	
15.	Towable Safety Arrow Board	\$ 10.00	
16.	Service Truck/ Tools	\$ 52.00	
17.	Road Signs/Flags/Reflective Cones (Men Working, Lane Closed Left/Right etc.)	\$ 5.00	
18.	Special Equipment (Electronic Locator, Testers, Megger etc.)	\$ 5.00	
19.	Other Specify	\$ N/A	

SECRET

NON-COLLUSION AFFIDAVIT*THIS PAGE MUST BE NOTARIZED*


CITY OF ANTIOCH
ELECTRICAL SERVICES
PROPOSAL NO.
968-0429-21A

The contractor, by its officers and agents or representatives present at the time of filing this proposal, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other proposer, or with any public officer of the CITY OF ANTIOCH whereby such affiant or affiants or either of them has paid or is to pay to such proposer or public officer any sum of money, or has given or is to give to such other proposer or public officer anything of value, whatever, or such affiant or affiants or either of them has not directly or indirectly entered into any arrangement or agreement with any other proposer or proposers, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached proposals; that no proposal has been accepted from any subcontractor or supplier through any proposal depository, the By-Laws, Rules or Regulations of which prohibit or prevent the Contractor from considering any proposal from any subcontractor or supplier which is not processed through said proposal depository, or which prevent any subcontractor or supplier from proposals to any Contractor who does not use the facilities or accept proposals from or through such proposal depository; that no inducement of any form or character other than that which appears upon the face of the proposal will be suggested, offered, paid or delivered to any person of the contract, nor has this proposer any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this proposal.

NAME Don Caramagno / DC Electric Group, Inc.SIGNATURE TITLE President

Subscribed and sworn to before me by:

This _____ day of _____, 20____

See attached
Notary Public

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

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 Sonoma

Subscribed and sworn to (or affirmed) before me

on this 27th day of April, 2021
 by Date Month Year

(1) Don Curran

(and (2) _____)
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Signature]
 Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of ~~the document~~ or fraudulent reattachment of this form to ~~an unlended~~ document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

EXHIBIT "D"

INSURANCE REQUIREMENTS

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

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

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

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

Commercial General Liability (CGL):

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

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

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

Automobile Liability:

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

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

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

Professional Liability (Errors and Omissions):

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

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

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

Workers' Compensation Insurance:

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

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

Builder's Risk (Course of Construction):

___ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Contractor's Pollution Legal Liability:

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

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

Cyber Liability Insurance

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

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

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

Surety Bonds:

Contractor shall provide the following Surety Bonds:

____ Bid Bond

X Performance Bond

X Payment Bond

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

Other Insurance Provisions:

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

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

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

on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

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

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

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

____ **Notice of Cancellation, Suspension or Otherwise Voiding Policies:**

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

____ **Waiver of Subrogation:**

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

____ **Completed Operations**

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

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

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

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay

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

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

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

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

Acceptability of Insurers:

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

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

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

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

Verification of Coverage:

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

Special Risks or Circumstances

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

Failure to Comply:

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

Applicability of Coverage:

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


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 27, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Jason Bonilla, Fleet Operations Supervisor

APPROVED BY: Scott Buenting, Acting Public Works Director/City Engineer 

SUBJECT: Approval of the Replacement Purchase of a Caterpillar Wheel Loader Model CAT 914 Utilizing a Sourcewell Cooperative Purchasing Agreement with Peterson Cat Agreement No. 011723-CAT

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving the replacement purchase of one (1) new 2024 Caterpillar Wheel Loader Model CAT 914 utilizing a Sourcewell Cooperative Purchasing Agreement with Peterson Cat Agreement No. 011723-CAT in the amount not to exceed \$209,152; and
2. Authorizing the Acting City Manager to execute the Sourcewell cooperative purchasing Agreement No. 011723-CAT with Peterson CAT.

FISCAL IMPACT

The FY 2024/25 Operating Budget includes funding in the amount of \$68,018 from the Vehicle Replacement fund, \$47,045 from the Water Enterprise fund, \$47,045 from the Sewer Enterprise fund, and \$47,044 from the General Fund for a total of \$209,152. The replaced John Deere wheel loader #607 will be sold at auction with revenue returning to the Vehicle Replacement Fund for future replacement needs.

DISCUSSION

The City's inventory of vehicles and equipment is examined annually in conjunction with the budget process to determine which existing units meet replacement criteria such as new emissions standards, excessive maintenance costs, useful service life as well as new operational needs. The City recommends replacing a 1989 John Deere Wheel Loader #607 that is well beyond its useful life with a 2024 CAT 914 Wheel Loader as described in Attachment B.

Replacing the John Deere wheel loader #607 at this time will reduce maintenance costs, vehicle emissions and improve work reliability. Timely replacement of vehicles and equipment is critical to reducing overall costs and liability associated with an aging fleet. It also improves quality of service and productivity by reducing vehicle and equipment downtime.

The City received a quote for the purchase of a new 2024 Caterpillar Wheel Loader Model 914 from Peterson CAT, a Sourcewell cooperative purchasing vendor in the amount of \$209,152. The City can utilize Sourcewell Cooperative Purchasing agreements for the purchase of goods and services per Antioch Municipal Code section 3-4.12 (C) (1), which allows for the dispensing of bidding procedures for purchasing goods or services or proposal procedures for professional services. Many public agencies, including neighboring cities and special districts, use certain national cooperative purchasing programs such as Sourcewell to enable them to obtain significant savings while maintaining the principles of fair and open competition in public procurement.

ATTACHMENTS

- A. Resolution
- B. CAT 914 Wheel Loader Quote

ATTACHMENT "A"

RESOLUTION NO. 2024/xxx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING OF THE REPLACEMENT PURCHASE OF A CATERPILLAR WHEEL
LOADER MODEL CAT 914 UTILIZING A SOURCEWELL COOPERATIVE
PURCHASING AGREEMENT WITH PETERSON CAT
AGREEMENT NO. 011723-CAT**

WHEREAS, the City's inventory of vehicles and equipment is examined annually in conjunction with the budget process to determine which existing units meet replacement criteria;

WHEREAS, staff recommends replacing unit #607, a 1989 John Deere Wheel Loader that is well beyond its useful life, with a 2024 CAT 914 Wheel Loader;

WHEREAS, replacing wheel loader #607 at this time will reduce maintenance costs, vehicle emissions and improve work reliability;

WHEREAS, the FY 2024/25 Operating Budget includes funding in the amount of \$68,018 from the Vehicle Replacement fund, \$47,045 from the Water Enterprise fund, \$47,045 from the Sewer Enterprise fund, and \$47,044 from the General Fund for a total of \$209,152;

WHEREAS, the City received a quote for the purchase of a new 2024 Caterpillar Wheel Loader Model 914 from Peterson CAT, a Sourcewell cooperative purchasing vendor; and

WHEREAS, the City Council has considered approving the replacement purchase of one (1) new 2024 Caterpillar Wheel Loader Model 914 in the amount not to exceed \$209,152 and authorizing the Acting City Manager to execute the Sourcewell Cooperative Purchase Agreement contract #011723-CAT with Peterson Cat.

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

1. Approves the replacement purchase of one (1) new 2024 Caterpillar Wheel Loader Model CAT 914 utilizing a Sourcewell Cooperative Purchasing Agreement with Peterson Cat Contract #011723-CAT in the amount not to exceed \$209,152; and
2. Authorizes the Acting City Manager to execute the Sourcewell cooperative purchasing agreement Contract #011723-CAT with Peterson CAT.

RESOLUTION NO. 2024/***

August 27, 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 27th day of August 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

Attachment "B"



SOURCEWELL CONTRACT #011723-CAT QUOTE 7 MODEL: CAT 914 WHEEL LOADER

Contract Agency: CITY OF ANTIOCH
RFQ/Solicitation #: QUOTE# 2217776-02

Date Quoted: 5/31/2024
Quote Expires: 11/27/2024

Contracting Officer: SHAUN CONNELLY
Phone: (925) 779-6879
Email: sconnelly@antioch.ca.gov
Customer/End User: SHAUN CONNELLY
Phone: (925) 779-6879
Fax: (925) 779-6897
E-Mail: sconnelly@antioch.ca.gov
Address: 1201 W 4TH ST. ANTIOCH, CA 94531

Quote Prepared by:
Name: Mathew Durlinger
Title: Governmental Sales Representative
Dealer Name: Peterson H370
Phone: 510 254 1203
Email: mdurlinger@gmail.com

Machine Item Number	Description	List Price
538-6988	914 14A WHEEL LOADER	\$ 239,500.00
542-9197	CAB, DELUXE, SINGLE BRAKE	INCLUDED
385-5872	TIRES, 17.5 R25, MX, L2 XTL A	INCLUDED
472-6534	BUCKET-GP, 1.7 YD3, IT, NOCE	INCLUDED
538-7160	POWERTRAIN, HI RIMPULL, 24MPH	INCLUDED
538-7130	HEATER AND AIR CONDITIONER	INCLUDED
541-2851	RIDE CONTROL	INCLUDED
538-7201	HYDRAULICS, 3M, STD LIFT	INCLUDED
549-4873	COUPLER, 3T, STD LIFT	INCLUDED
504-4835	CAMERA, REAR VIEW	INCLUDED
421-8926	SERIALIZED TECHNICAL MEDIA KIT	INCLUDED
433-3258	SECURITY SYSTEM, NONE	INCLUDED
538-7194	STEERING, STANDARD	INCLUDED
538-7152	CIWT STANDARD, 1973 LBS	INCLUDED
559-9898	STANDARD WEATHER PACKAGE	INCLUDED
560-3441	INSTRUCTIONS, ANSI	INCLUDED
542-9310	PRODUCT LINK, CELLULAR, PL243	INCLUDED
541-0761	ENGINE	INCLUDED
550-0035	KICKOUT, RTD, ROTARY SENSOR	INCLUDED
538-7187	FAN, REVERSING	INCLUDED
450-5405	HYDRAULIC OIL, STANDARD	INCLUDED
546-1819	LIGHTS, ROADING, RH DIP, LED	INCLUDED
539-7204	SEAT, DELUXE	INCLUDED
538-1310	GUARD, DRIVESHAFT	INCLUDED
555-6861	JUMPER HOSE, 3V, TWIST, IT-ISO	INCLUDED
541-4413	STANDARD RADIO (12V)	INCLUDED
539-1321	GUARD, CRANKCASE	INCLUDED
400-5852	FENDERS, STANDARD	INCLUDED
554-6085	WORKTOOL, WIRING	INCLUDED
270-0843	BLIND, REAR, PERFORATED	INCLUDED
543-4225	ALARM, BACK-UP	INCLUDED
236-8015	SEAT BELT, RETRACTABLE 3"	INCLUDED
0G-3281	PACK - BUCKET GROUP (WHL)	INCLUDED
0G-3273	RUST PREVENTATIVE APPLICATOR	INCLUDED
0G-3280	PACK MISCELLANEOUS MATERIAL	INCLUDED
0P-9002	LANE 2 ORDER	INCLUDED
0P-4269	PACKING, LAST MILE PROGRAM	INCLUDED

Total List Price (USD): \$ 239,500.00

Sourcewell Machine Discount 23.00% \$ (55,085.00)

Additional Items

Description	Net Price
Dealer Pre Delivery Service	\$ 1,548.80
Delivery	\$ 1,233.10
36 MO/3000 HR PREMIER EXTENDED WARRANTY	\$ 3,373.61

Sub Total: \$ 190,570.51

Sales Tax Tax(9.75%) \$ 18,580.82

GRAND TOTAL: 209,151.13

HQ B, 1201 W 4TH ST, ANTIOCH, CA
ANTIOCH, CA 94531

Standard Warranty 24 Months / Unlimited Hours
Travel Time and Mileage Not Included
Delivery Timeframe Up To 180 Days After Award

This quote is made in accordance with Sourcewell Contract #011723-CAT.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 27, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Andrew Little, Consulting Senior Engineer

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

SUBJECT: Resolution Accepting Completed Improvements, Authorizing Filing a Notice of Completion and Authorizing the Release of Bonds for Aviano Subdivision Phase 3 Improvements Not Previously Accepted with City Council Resolution No. 2023/142, Tract No. 9489; PW 676-3

RECOMMENDATION

It is recommended that the City Council adopt a resolution accepting completed improvements, authorizing the Acting City Manager or designee to file a notice of completion and authorizing the release of bonds for Aviano Subdivision Phase 3, Tract No. 9489 (PW 676-3) Aviano Phase 3 improvements not previously accepted per City Council Resolution 2023/142.

FISCAL IMPACT

Upon satisfactory completion of the one-year warranty period for the improvements, the City of Antioch accepts responsibility for maintenance of the improvements which includes routine maintenance, repairs and any future replacements as needed. The exact financial impact will depend on the specific nature and condition of the improvements at the end of the warranty period. These costs will be incorporated into the department's annual budget process.

DISCUSSION

On September 8, 2015, the City Council adopted Resolution No. 2015/68 approving the vesting tentative map and final development plan to subdivide an approximately 184-acre parcel into a development of 533 single-family homes for the Aviano Subdivision project. The project is located east of Deer Valley Road, north of Sand Creek Road, west of Hillcrest Avenue, and south of Prewett Ranch Drive.

On February 27, 2018, the City Council adopted Resolution No. 2018/26 approving the annexation of the Aviano Subdivision into Community Facilities District 2018-01 (Public Services) to allocate funds for maintenance costs.

On March 23, 2021, the City Council adopted Resolution No. 2021/45 approving the final map and subdivision improvement agreement for Aviano Phase 3 Subdivision, Tract No. 9489 which included 127 single-family homes (Vicinity Map, Attachment "B").

On August 22, 2023, the City Council adopted Resolution No. 2023/142 approving the dedication of the roadways and improvements within Aviano Subdivision Phase 3, Tract No. 9489, except for the following improvements as they had not been completed:

1. Streetlights and Traffic Signal at Sand Creek Road / Dozier-Libbey Intersection.
2. Streetlights along Dozier-Libbey Road.

Public Works Inspectors have inspected and approved the completion of the final punch-list items for the above Phase 3 improvements. The warranty period for the accepted improvements shall begin upon the date of recordation of a Notice of Completion (Attachment "C"). The City of Antioch shall assume responsibility for maintenance upon recordation of a Notice of Completion with Contra Costa County and the completion of the warranty period.

ATTACHMENTS:

- A. Resolution
- B. Vicinity Map
- C. Notice of Completion

ATTACHMENT "A"

RESOLUTION NO. 2024/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ACCEPTING THE COMPLETED IMPROVEMENTS, AUTHORIZING FILING A
NOTICE OF COMPLETION AND AUTHORIZING THE RELEASE OF BONDS
FOR AVIANO PHASE 3 IMPROVEMENTS NOT PREVIOUSLY ACCEPTED
WITH CITY COUNCIL RESOLUTION NO. 2023/142
(TRACT NO. 9489, P.W. 676-3)**

WHEREAS, on September 8, 2015, the City Council adopted a resolution approving the vesting tentative map and final development plan for the Aviano Subdivision project;

WHEREAS, on February 27, 2018, the City Council adopted a resolution approving the annexation of the Aviano Subdivision into Community Facilities District 2018-01 (Public Services);

WHEREAS, on March 23, 2021, the City Council adopted a resolution approving the final map and subdivision improvement agreement for Aviano Phase 3 Subdivision, Tract No. 9489 (PW 676-3);

WHEREAS, on August 22, 2023, the City Council adopted Resolution No. 2023/142 approving the dedication of the roadways and improvements within Aviano Subdivision Phase 3, Tract No 9489., except for the following improvements:

1. Streetlights and Traffic Signal at Sand Creek Road / Dozier-Libbey Intersection.
2. Streetlights along Dozier-Libbey Road.

WHEREAS, the City received a request from the Developer to accept the remaining completed improvements listed above;

WHEREAS, the remaining Phase 3 improvements, consisting of streetlighting, and traffic signal equipment, have been constructed and dedicated for public use;

WHEREAS, the City has accepted with the exception of the following improvements, and acquired all necessary Rights-of-Way required for the maintenance of the remaining Phase 3 improvements:

1. Streetlights and Traffic Signal at Sand Creek Road / Dozier-Libbey Intersection.
2. Streetlights along Dozier-Libbey Road; and

RESOLUTION NO. 2024/xxx

August 27, 2024

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WHEREAS, the completed outstanding roadway improvements listed below have been constructed and inspected in accordance with the Standards Specifications and Subdivision Regulations of the City of Antioch, to the satisfaction of the Acting City Engineer, as sufficient for acceptance.

1. Streetlights and Traffic Signal at Sand Creek Road / Dozier-Libby Intersection.
2. Streetlights along Dozier-Libby Road.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby authorizes the Acting City Manager or designee to accept the remaining Phase 3 improvements, file a Notice of Completion for said improvements, and approve the release of bonds for Aviano Subdivision Phase 3, Tract No. 9489 (PW 676-3).

BE IT FURTHER RESOLVED that the accepted improvements shall be maintained by the City of Antioch in accordance with standard City maintenance policies upon satisfactory completion of the one-year warranty period.

* * * * *

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 27th day of August 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

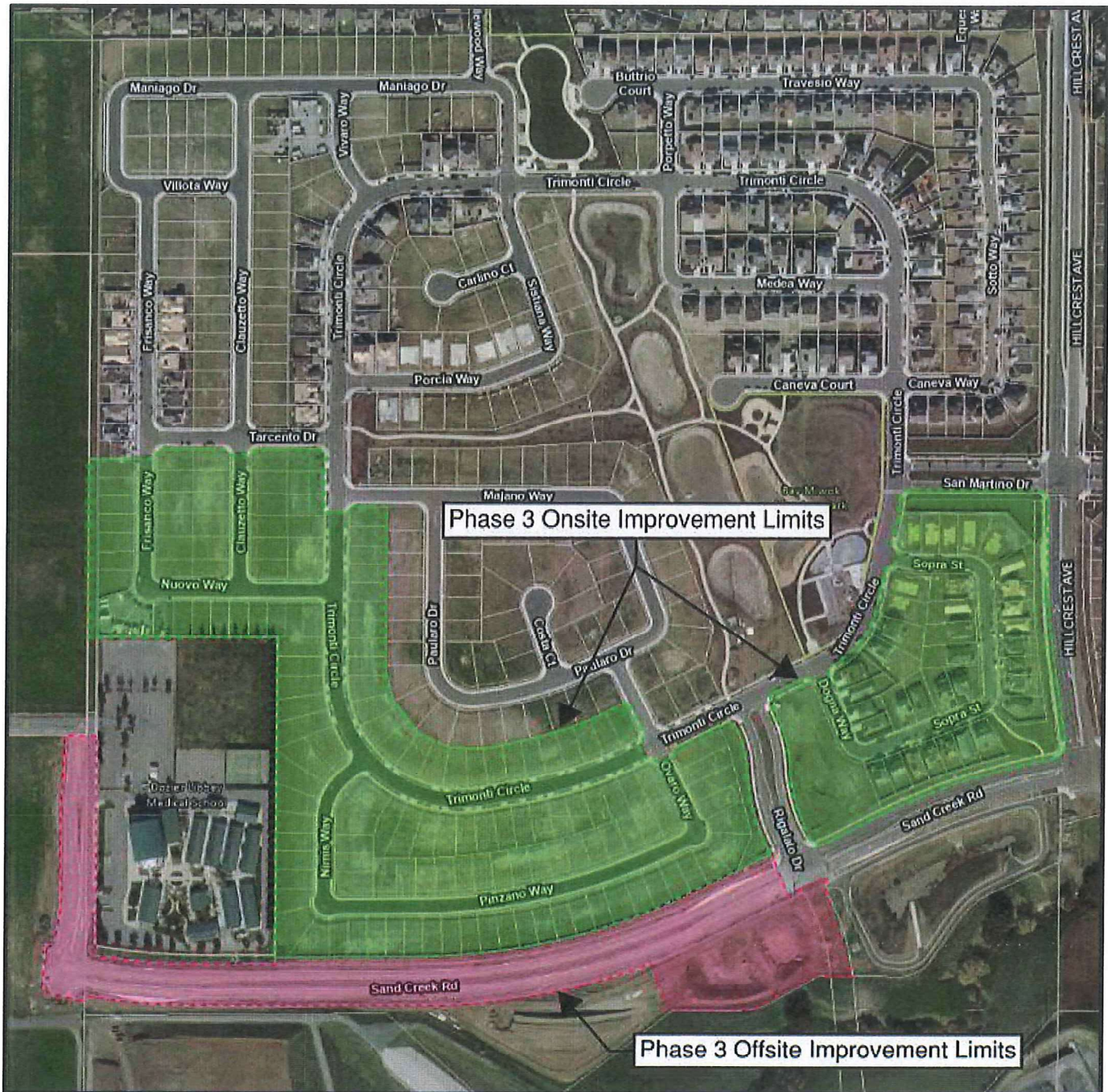
ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

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ATTACHMENT "B"

VICINITY MAP



ATTACHMENT "C"

**RECORDED AT THE REQUEST
OF:**
CITY OF ANTIOCH, CA

WHEN RECORDED MAIL TO:
CITY OF ANTIOCH
DEVELOPMENT ENGINEERING
DIVISION
P.O. BOX 5007
ANTIOCH, CA 94531

THIS SPACE FOR RECORDER'S USE

**NOTICE OF COMPLETION FOR
AVIANO SUBDIVISION PHASE 3 IMPROVEMENTS
NOT PREVIOUSLY ACCEPTED WITH CITY COUNCIL RESOLUTION NO. 2023/142
IN THE CITY OF ANTIOCH, TRACT NO. 9489, P.W. 676-3**

NOTICE IS HEREBY GIVEN:

1. That the interest or estate stated in paragraph 3 herein the real property herein described is owned by: City of Antioch, 200 H Street, Antioch, California 94509.
2. That the full name and address of the Owner of said interest or estate, if there is only one Owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the stated owner, or if more than one owner, then of the stated owner and co-owners is: In fee.
4. That the name of the original developer, of any, for said work of improvement was Denova Homes.
5. That on August 27, 2024, the work and improvements hereinafter described was completed.
6. The project is located on located east of Deer Valley Road, north of Sand Creek Road, west of Hillcrest Avenue and south of Prewett Ranch Drive.
7. The surety for said project was The Ohio Casualty Insurance Company.
8. This project consisted of all outstanding public improvements including paving, streetlighting, signage, striping, and traffic signals which have been installed and completed in the subdivision by the developer to the satisfaction of the City Engineer.

**THE UNDERSIGNED STATES UNDER PENALTY OF
PERJURY THAT THE ABOVE IS TRUE AND CORRECT**

Date

Scott Buenting, PE
Acting Public Works Director/City Engineer
City of Antioch

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 27, 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 *SB*

SUBJECT: Resolution Approving Program Supplement Agreement No. HSIPSL-5038(029) to Administering Agency-State Agreement No. 04-5038S21 for State funds from the Highway Safety Improvement Program (HSIP) and Approving a Fiscal Year 2024/25 Budget Amendment for the Installation of Hawk Signals at Various Locations; P.W. 282-25

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Authorizing the Acting City Manager or designee to execute the Program Supplement Agreement No. HSIPSL-5038(029) to Administering Agency-State Agreement No. 04-5038S21 for State funds from the Highway Safety Improvement Program (HSIP) for the Installation of Hawk Signals at Various Locations; and
2. Approving an amendment to allocate \$70,000 in the FY 2024/25 Traffic Signal Operating Budget for preliminary engineering for the Installation of Hawk Signals at Various Locations.

FISCAL IMPACT

The FY 2025/26 adopted Capital Improvement Program Budget includes \$828,000 from the HSIP Grant and \$92,000 from the Traffic Signal Fund for a total of \$920,000 for the installation of Hawk Signals. This budget amendment will allocate \$70,000 in FY 2024/25 which includes \$63,000 from the HSIP Grant and \$7,000 from the Traffic Signal Fund to perform preliminary engineering work in FY 2024/25 for the Installation of Hawk Signals at Various Locations.

DISCUSSION

The City of Antioch is eligible to receive HSIP State funding for transportation projects, through the California Department of Transportation. Fund Transfer Agreements will be executed with the California Department of Transportation before such funds could be claimed.

This project will install Hawk Signals at Trail Crossings to enhance Pedestrian and Bicycle safety. The signals will be installed at the Delta de Anza Trail crossing at James Donlon Blvd. west of Contra Loma Blvd., Delta de Anza Trail crossing at Lone Tree Way, and the Canada Valley Trail crossing at Hillcrest Avenue. Hawk (High Intensity Activated Crosswalk) beacon signals are traffic signals that allow pedestrians to cross busy roads safely. The Hawk signal installed at the James Donlon Blvd. crossing is a portion of work that is included in the overall James Donlon Blvd. traffic calming improvements.

Staff recommends authorizing the Acting City Manager or designee to execute all Master Agreements, Fund Exchange Agreements, Fund Transfer Agreements, and any amendments thereto with the California Department of Transportation, subject to review and approval of form by the City Attorney. Approval of the attached Program Supplement Agreement will secure the State Funds allocated for this work.

ATTACHMENTS

- A. Resolution
Exhibit 1 - Program Supplement Agreement No. HSIPSL-5038(029) to
Administering Agency-State Agreement No. 04-5038S21
- B. Caltrans Funded Project List for Highway Safety Improvement Program (HSIP)
Cycle 11

ATTACHMENT "A"

RESOLUTION NO. 2024/xxx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. HSIPSL-5038(029) TO
ADMINISTERING AGENCY-STATE AGREEMENT NO. 04-5038S21 FOR STATE
FUNDS FROM THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) AND
APPROVING A FISCAL YEAR 2024/25 BUDGET AMENDMENT FOR THE
INSTALLATION OF HAWK SIGNALS AT VARIOUS LOCATIONS
P.W. 282-25**

WHEREAS, the City of Antioch is eligible to receive Highway Safety Improvement Plan (HSIP) State funding for transportation projects, through the California Department of Transportation;

WHEREAS, Fund Transfer Agreements will be executed with the California Department of Transportation before such funds could be claimed;

WHEREAS, Hawk Signals will be installed at Trail Crossings to enhance Pedestrian and Bicycle safety. The signals will be installed at the Delta de Anza Trail crossing at James Donlon Blvd. west of Contra Loma Blvd., Delta de Anza Trail crossing at Lone Tree Way, and the Canada Valley Trail crossing at Hillcrest Avenue;

WHEREAS, the Hawk signal installed at the James Donlon Blvd. crossing is a portion of work that is included in the overall James Donlon Blvd. traffic calming improvements;

WHEREAS, the City of Antioch has considered authorizing the Acting City Manager or designee to execute all Master Agreements, Fund Exchange Agreements, Fund Transfer Agreements, and any amendments thereto with the California Department of Transportation, subject to review and approval of form by the City Attorney;

WHEREAS, approval for funding of this HSIP Grant will secure \$828,000 from the California Department of Transportation for the installation of Hawk signal systems at Delta de Anza Trail crossing at James Donlon Blvd. east of Contra Loma Blvd., Delta de Anza Trail crossing at Lone Tree Way, and Canada Valley Trail crossing at Hillcrest Avenue to enhance resident safety; and

WHEREAS, the installation of Hawk signal systems is included in the adopted 5 Year Capital Improvement Program for FY 2025/26 and a budget amendment of \$70,000 in the Traffic Signal Fund is required in FY 2024/25 to fund preliminary engineering for the project.

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

1. Authorizes and directs the Acting City Manager or designee to execute the Program Supplement Agreement No. HSIPSL-5038(029) to Administering

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RESOLUTION NO. 2024/xxx

August 27, 2024

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Agency-State Agreement No. 04-5038S21 for State funds from the Highway Safety Improvement Program (HSIP) for the Installation of Hawk Signals at Various Locations, and approval of form by the City Attorney; and

2. Approves a \$70,000 FY 2024/25 budget amendment in the Traffic Signal Fund.

* * * * *

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 27th day of August 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

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Exhibit "1"

PROGRAM SUPPLEMENT NO. 00000A646
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 04-5038S21

Adv. Project ID 0424000479
Date: July 08, 2024
Location: 04-CC-0-ANT
Project Number: HSIPSL-5038(029)
E.A. Number:
Locode: 5038

This Program Supplement, effective 7/1/24, hereby adopts and incorporates into the Administering Agency-State Agreement No. 04-5038S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the ADMINISTERING AGENCY on (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: Delta de Anza Trail Xing at James Donlan Boulevard, Lone Tree Way; and Canada Valley Trail Xing at Hillcrest Avenue.

TYPE OF WORK: Install Hawk Signals at Trail Crossing to enhance Bike & Pedestrian Safety
LENGTH: 0.0(MILES)

Estimated Cost	State Funds	Matching Funds		
	STATE \$63,000.00	LOCAL		OTHER
\$70,000.00		\$7,000.00		\$0.00

CITY OF ANTIOCH

By _____
Title _____
Date _____
Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer



Date

07/12/2024

\$63,000.00

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT has received STATE funds from Highway Safety Improvement Program (HSIP). The ADMINISTERING AGENCY agrees to administer the PROJECT in accordance with the Highway Safety Improvement Program (HSIP) Guidelines, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. The STATE funds for this PROJECT may be provided under one or more phases, which are Preliminary Engineering (PE), Right-of-Way (R/W) and Construction (Con).

A phase-specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the phase identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per phase. Unless otherwise determined, the effective date of the phase-specific allocation will constitute the start of reimbursable expenditures for the phase. The STATE funds available for reimbursement will be limited to the amount allocated by the STATE for the phase.

C. At the time of the first fund allocation approval for the Project, this PROGRAM SUPPLEMENT, a STATE-approved Allocation Letter and STATE Finance Letter are prepared to allow reimbursement of eligible PROJECT expenditures for the phase allocated.

D. STATE and ADMINISTERING AGENCY agree that any additional fund allocations made after the execution of this PROGRAM SUPPLEMENT, for the phase that has been authorized in the first fund allocation approval or for a new phase, will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and a STATE Finance Letter and are subject to the terms and conditions thereof.

E. This PROJECT is subject to the delivery requirements enacted by the HSIP guidelines. The delivery requirements may be accessed at: <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/delivery-requirements-status-approved-projects>.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for PE, R/W and CON costs no later than 180 days after the end of expenditure the phase. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor, prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and

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SPECIAL COVENANTS OR REMARKS

payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM provisions.

I. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to provide the STATE, upon request, with the information related to the PROJECT for the purpose of project evaluation or other purposes.

K. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the State. Any changes to the approved PROJECT scope without the prior expressed approval of the State are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

ATTACHMENT "B"

Funded Project List for Highway Safety Improvement Program (HSIP) Cycle 11
(Sort by Caltrans District and Agency Name)

* Application Category: BCR = Benefit-Cost Ratio; SA-PedCrossing = Set-aside for Pedestrian Crossing Enhancements; SA-Guardrail = Set-aside for Guardrail Upgrade; SA-Edgelines = Set-aside for Installing Edgelines; SA-Bike Safety = Set-aside for Bike Safety Improvements; SA-Tripes = Set-aside for Tribes.												
No.	Unique Project ID	Original Application ID	Caltrans District	Agency Name	County	MPO	Project Title	Location of Work	Description of Work	Project Cost	HSP Funds (State)	Application Category*
47	H11-04-001	04-Alameda County-1	4	Alameda County	Alameda County	MTG	Pedestrian Crossing Enhancements for Unincorporated Alameda County	Various unsignalized intersections in the unincorporated Alameda County: Ashland Ave., 16th Ave., 16th Ave. at Hilo Drive, Castro Valley BART Station, Grove Way at Haviland Ave.	Install Rectangular Rapid Flash Beacons (RRFBs) and various crosswalk enhancements to unsignalized intersections to increase safety for pedestrians.	\$ 280,200	\$ 249,480	SA-PedCrossing
48	H11-04-002	04-American Canyon-1	4	American Canyon	Napa County	RURAL	Funding Set-Asides for Guardrail Upgrades	On American Canyon Road approximately 400 feet east of Via Firenze.	Upgrade/replace existing guardrail systems.	\$ 280,500	\$ 252,450	SA-Guardrail
49	H11-04-003	04-Antioch-1	4	Antioch	Contra Costa County	MTG	Signal System Upgrade at Multiple Locations	69 Signalized Intersections along Multiple Roadway Segments.	Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number; Install pedestrian countdown signal heads; and Install advance stop bar before crosswalk (Bicycle Box).	\$ 2,800,600	\$ 2,520,540	BCR
50	H11-04-004	04-Antioch-2	4	Antioch	Contra Costa County	MTG	Hawk Signals at Trail Crossings	Delta de Anza Trail Xing at James Donlan Boulevard; Delta de Anza Trail Xing at Lone Tree Way, and Canada Valley Trail Xing at Hillcrest Avenue.	Install Hawk Signals at Trail Crossings to enhance Pedestrian and Bicycle Safety.	\$ 920,000	\$ 828,000	BCR
51	H11-04-005	04-Benicia-02	4	Benicia	Solano County	MTG	City of Benicia Pedestrian Safety Enhancements	The Intersection of Rose Drive and Panarama Drive.	Improve pedestrian crossing with the installation of bulb-outs (curb extensions) and high visibility crosswalks. Other safety measures include installing ADA curb ramps.	\$ 268,300	\$ 239,970	SA-PedCrossing
52	H11-04-006	04-Concord-2	4	Concord	Contra Costa County	MTG	Street Lighting and Safety Improvements	Various locations throughout the City of Concord.	Install new street lighting, upgrade existing street and intersection lighting, install pedestrian countdown signal heads, modify phasing to provide a leading pedestrian interval (LPI), install three new RRFBs, and four HAWK signals.	\$ 8,233,300	\$ 7,409,970	BCR
53	H11-04-007	04-Concord-3	4	Concord	Contra Costa County	MTG	RRFB Crosswalk Enhancements	9 Intersection locations throughout the City of Concord.	Upgrade existing uncontrolled crossing locations to enhance pedestrian safety with flashing beacon systems.	\$ 297,600	\$ 249,984	SA-PedCrossing
54	H11-04-008	04-Concord-4	4	Concord	Contra Costa County	MTG	Citywide Bike Lane Enhancements	Various existing bike facilities throughout the City.	Install bike lane buffer delineators to provide physical separation between bicycles and vehicles and install bike boxes at intersection approaches.	\$ 277,200	\$ 249,480	SA-Bike Safety
55	H11-04-009	04-Contra Costa County-1	4	Contra Costa County	Contra Costa County	MTG	Countywide Guardrail Upgrades - Phase 2	Various locations on arterials, collectors, and local roads throughout Contra Costa County.	Replace sub-standard MBSR guardrails with Caltrans standard MGS guardrails and end treatments.	\$ 1,493,700	\$ 999,990	SA-Guardrail
56	H11-04-010	04-Contra Costa County-2	4	Contra Costa County	Contra Costa County	MTG	Appian Way at Fren Way Pedestrian Crosswalk Enhancements	The Intersection of Appian Way and Fren Way in unincorporated El Sobrante.	Install Rectangular Rapid Flashing Beacons (RRFBs), bulb-outs and a median refuge island.	\$ 510,800	\$ 249,840	SA-PedCrossing
57	H11-04-011	04-Contra Costa County-3	4	Contra Costa County	Contra Costa County	MTG	Walnut Boulevard Bike Safety Improvements	Walnut Boulevard between Marsh Creek Road and Vasco Road in unincorporated Brentwood.	Install bike lanes by widening and resurficing the roadway and install a centerline rumble speed warning signs, and add lighting, install advance stop bar, and modify phasing to provide a leading pedestrian interval.	\$ 1,150,000	\$ 249,415	SA-Bike Safety
58	H11-04-012	04-Contra Costa County-6	4	Contra Costa County	Contra Costa County	MTG	Bryon Highway Safety Improvements	Byron Highway from Olton Court Road to Bruns Road.	Add lighting, install dynamic/variable speed warning signs, and install a centerline rumble stripe.	\$ 1,462,800	\$ 1,316,520	BCR
59	H11-04-013	04-Contra Costa County-7	4	Contra Costa County	Contra Costa County	MTG	Vasco Road Safety Improvements	Vasco Road from Walnut Boulevard to Camino Diablo.	Install a re-cessing line and centerline rumble stripe and improve signal hardware at intersections.	\$ 794,500	\$ 715,050	BCR
60	H11-04-014	04-Contra Costa County-8a	4	Contra Costa County	Contra Costa County	MTG	Deer Valley Road Traffic Safety Improvements	Deer Valley Road between Deer Hill Lane and Marsh Creek Road in the unincorporated areas outside the cities of Antioch and Brentwood, in east Contra Costa County.	Install dynamic/variable speed feedback signs, guardrails, and curve shoulder widening.	\$ 1,250,900	\$ 1,125,910	BCR
61	H11-04-015	04-Cupertino-02	4	Cupertino	Santa Clara County	MTG	Improving Safety on Roadway Segments	Sections of 17 corridors: De Anza Blvd; Homestead Rd; Bollinger Rd; Wells Rd; McCallister Rd; Bubb Rd; Mariani Ave; Tantau Ave; Blaney Ave; Rainbow Dr; Miller Ave; Stalling Rd; Valley Green Dr; Calvert Dr; and Mary Ave.	Implement countermeasures including dynamic/variable speed warning signs at the curves along the corridor and improving pavement friction (HST).	\$ 3,591,800	\$ 3,205,920	BCR
62	H11-04-016	04-Danville-1	4	Danville	Contra Costa County	MTG	Hartz Avenue Corridor Intersection Safety Improvements	Uncontrolled intersections of Hartz Avenue-Linda Mesa Avenue and Hartz Avenue-Prospect Avenue in the core downtown area.	Construct/install raised pedestrian crossings, curb ramp improvements, and intersection pavement markings.	\$ 119,900	\$ 107,910	BCR
63	H11-04-017	04-Danville-2	4	Danville	Contra Costa County	MTG	Townwide Traffic Signal and Intersection Safety Improvements	20 signalized intersections along the arterial roadways of Sycamore Valley Road, Camino Tassajara and Diablo Road.	Improve signal hardware, install advance stop bar, and modify signal phasing to implement a leading pedestrian interval.	\$ 590,400	\$ 531,360	BCR
64	H11-04-018	04-Dixon-2	4	Dixon	Solano County	MTG	Dixon Pedestrian Crossing Treatment Set-Aside Project	Pedestrian crossing locations at 5th St & E A St and E A St & the Good Neighbor School.	Install RRFBs and other standard crossing treatments including signing, striping and curb enhancements.	\$ 167,800	\$ 151,020	SA-PedCrossing
65	H11-04-019	04-Fairfield-1	4	Fairfield	Solano County	MTG	Citywide systemic signal visibility upgrade	All city-owned signalized intersections in Fairfield.	Standardize signal heads to be 12" and have reflective backplates citywide. Relevant locations will also have advance intersection warning signs with flashing beacons, and larger intersections will get cat tracks as needed.	\$ 2,158,700	\$ 1,663,200	BCR
66	H11-04-020	04-Fairfield-2	4	Fairfield	Solano County	MTG	Fairfield unsignalized intersection visibility and safety improvements	High crash frequency and severity unsignalized intersection locations.	Improve/add signing along with striping and median installations to increase the visibility and safety of unsignalized intersections.	\$ 605,300	\$ 447,570	BCR
67	H11-04-021	04-Fairfield-3	4	Fairfield	Solano County	MTG	Fairfield Pedestrian Crossing Set-Aside	Three pedestrian crossings in Fairfield: Linear Park Trail & 2nd St, Linear Park Trail & 5th St and the I-50 EB Off Ramp & Travis Blvd.	Install RRFBs and other standard crossing treatments including signing, striping and curb enhancements.	\$ 479,300	\$ 248,094	SA-PedCrossing

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Funded Project List for Highway Safety Improvement Program (HSIP) Cycle 11
(Sort by Caltrans District and Agency Name)

* Application Category: BCR = Benefit-Cost Ratio; SA-PedCrossing = Set-aside for Pedestrian Crossing Enhancements; SA-Guardrail = Set-aside for Guardrail Upgrade; SA-Edgeline = Set-aside for Installing Edgelines; SA-Bike Safety = Set-aside for Bike Safety Improvements; SA-Tripes = Set-aside for Tribes.												
No.	Unique Project ID	Original Application ID	Caltrans District	Agency Name	County	MPO	Project Title	Location of Work	Description of Work	Project Cost	HSP Funds (State)	Application Category*
68	H11-04-022	04-Fairfield-4	4	Fairfield	Solano County	MTC	Fairfield bicycle lane implementation	Broadway St from Pennsylvania Ave to Union Ave; Kentucky St from Pennsylvania Ave to Union.	Install new bike lanes and re-stripe existing channelization.	\$ 474,700	\$ 249,600	SA-Bike Safety
69	H11-04-023	04-Healdsburg-2	4	Healdsburg	Sonoma County	RURAL	Funding Set-Asides for Pedestrian Crossing Enhancements	Powell Avenue at Johnson Street.	Install Rectangular Rapid Flashing Beacons (RRFBs), curb extensions, ADA curb ramps, yield lines, traffic signs, striping and pavement markings	\$ 249,800	\$ 224,820	SA-PedCrossing
70	H11-04-024	04-Marin County-1	4	Marin County	Marin County	MTC	Install Radar Signs in various locations of County of Marin	Various locations throughout County of Marin: Los Ranchitos Rd (San Rafael), Vineyard Rd (Novato) and Auburn Street (San Rafael).	Install radar signs to improve traffic safety of bicyclist and pedestrians.	\$ 227,500	\$ 204,750	BCR
71	H11-04-025	04-Marin County-2	4	Marin County	Marin County	MTC	Install RRFBs & RDPS in the County of Marin	Las Gallinas Ave/Roundtree Blvd (San Rafael), and Panoramic Highway between Edgewood Ave and Pan Toll Rd.	Install Rectangular Rapid Flashing Beacon (RRFB) at Las Gallinas Ave/Roundtree Blvd, and install RRFB and radar sign at Panoramic Highway between Edgewood Ave and Pan Toll Rd.	\$ 412,600	\$ 371,340	BCR
72	H11-04-026	04-Marin County-3	4	Marin County	Marin County	MTC	Install active Chevron Warning signs, at three locations	Various locations along Sir Francis Drake Blvd, Tomales Petaluma Road and Panoramic Highway.	Install warning signs and High Friction Pavement treatment.	\$ 1,190,500	\$ 1,071,450	BCR
73	H11-04-027	04-Marin County-4	4	Marin County	Marin County	MTC	Various rural arterials and major collector roadways in the County of Marin	Various Rural and arterial roadways in the County of Marin.	Replace/ upgrade existing guardrails and end treatments. Replace nonstandard guardrails that have nonstandard end treatments and lower than minimum guardrail height required. The guardrails are located along high traffic volume and speed.	\$ 946,700	\$ 852,030	SA-Guardrail
74	H11-04-028	04-Mill Valley-1	4	Mill Valley	Marin County	MTC	East Blithedale Avenue Roadside Barrier Upgrade Project	Four locations between 700 and 759 E. Blithedale Ave. Project location is a major arterial in Mill Valley and within Marin County.	Upgrade existing timber and post guard rail.	\$ 1,051,700	\$ 640,145	SA-Guardrail
75	H11-04-029	04-Moraga-1	4	Moraga	Contra Costa County	RURAL	HSIP Cycle 11 Pedestrian and Bicycle Safety Improvements	Various non-signalized intersections including Moraga Road at Lucas Ave at Alta Mesa; Moraga Way at Moraga Valley Lane; Camino Pablo at Sandee Ranch Road; and Rheem Boulevard at St. Mary's Road.	Install/upgrade stop signs and other intersection warning/regulatory signs; install RRFB on Moraga Rd at Lucas Dr; install flashing beacons on Moraga Way/Moraga Valley Ln, Moraga Rd/Alta Mesa Dr, St. Mary's Rd/Rheem Blvd and Moraga Rd/Contra Dr.	\$ 495,400	\$ 445,860	BCR
76	H11-04-030	04-Napa-1b	4	Napa	Napa County	MTC	Pedestrian crossing enhancements at 8 uncontrolled crossing locations	Various uncontrolled crossing locations throughout the City of Napa.	Install Rectangular Rapid Flashing Beacons, ADA curb ramps, curb extensions, signage, and striping.	\$ 711,000	\$ 639,900	BCR
77	H11-04-031	04-Napa-3	4	Napa	Napa County	MTC	Improve pavement friction at 10 locations across two corridors	5 locations along the Lincoln Avenue corridor; 5 locations along the Browns Valley Road/First Street corridor.	Install High Friction Surface Treatments.	\$ 516,800	\$ 465,120	BCR
78	H11-04-032	04-Napa County-1	4	Napa County	Napa County	MTC	Napa County Guardrail Upgrades	1.1 miles of guardrail upgrades within Napa County, with 4 sections on Silverado Trail, 1 section on Petrified Forest Rd, 5 sections on Deer Park Rd, 1 section on Howell Mountain Rd, and 2 sections on Tubbs Ln.	Guardrail and end treatment upgrades.	\$ 1,198,500	\$ 1,000,000	SA-Guardrail
79	H11-04-033	04-Napa County-2	4	Napa County	Napa County	MTC	Napa County Silverado Trail Intersection Improvements	Intersections of Silverado Trail/Oak Knoll Ave, Silverado Trail/Zinfandel Ln, and Silverado Trail/the Strawberry Patch.	Install flashing beacons at all intersections; install light-kum lane at the Oak Knoll Ave and Strawberry Patch intersections; and install left turn-lane on Silverado Trail at the Strawberry Patch intersection.	\$ 1,107,000	\$ 998,300	BCR
80	H11-04-034	04-Newark-2	4	Newark	Alameda County	MTC	Crossing improvements at two unsignalized intersections across the City of Newark	Two unsignalized intersections: Thornton Ave & Magnolia St and Enterprise Dr & Aleppo Dr.	Install Rectangular Rapid Flashing Beacons with accompanying signage, curb cuts and pavement striping.	\$ 192,800	\$ 173,520	SA-PedCrossing
81	H11-04-035	04-Oakland-1	4	Oakland	Alameda County	MTC	Safe Oakland Streets Pedestrian Accessibility and Safety Enhancements	51 signalized intersections within Oakland's priority equity neighborhoods.	Enhance pedestrian safety and accessibility by adding leading pedestrian intervals, longer pedestrian clearance times and pedestrian countdown signal heads.	\$ 1,909,000	\$ 1,718,100	BCR
82	H11-04-036	04-Oakland-2	4	Oakland	Alameda County	MTC	90th Avenue Intersection Enhancements	MacArthur Blvd/90th Ave and Bancroft Ave/90th Ave.	Enhance pedestrian safety and accessibility by adding leading pedestrian intervals, pedestrian countdown heads, protected left turns, and other safety upgrades.	\$ 1,206,600	\$ 1,085,940	BCR
83	H11-04-037	04-Oakland-3	4	Oakland	Alameda County	MTC	Safe Oakland Streets Major Crossings	Nine non-signalized intersections at arterial and collector streets within Oakland's priority equity neighborhoods.	Enhance pedestrian and bicycle safety by installing Rectangular Rapid Flashing Beacons (RRFBs), refuge islands, and bulb-outs, and install/upgrade crosswalks and curb ramps.	\$ 2,579,900	\$ 2,321,910	BCR
84	H11-04-038	04-City of Pinole-1	4	Pinole	Contra Costa County	MTC	Safety Improvements on Arterial Roadways	On San Pablo Avenue at the Third Ave. intersection and Quinan Street intersection. On Pinole Valley Road at the Savage Avenue intersection.	Install pedestrian crossing enhancements at three mid-block crossings on arterial roadways. The enhancements include continental markings, median refuge islands, advanced stop bars and Rectangular Rapid Flash Beacons.	\$ 265,600	\$ 239,040	SA-PedCrossing

B2

Funded Project List for Highway Safety Improvement Program (HSIP) Cycle 11
(Sort by Caltrans District and Agency Name)

* Application Category: BCR = Benefit-Cost Ratio; SA-PedCrossing = Set-aside for Pedestrian Crossing Enhancements; SA-Guardrail = Set-aside for Guardrail Upgrade; SA-Edgelines = Set-aside for Installing Edgelines; SA-Bike Safety = Set-aside for Bike Safety Improvements; SA-Tripes = Set-aside for Tribes.												
No.	Unique Project ID	Original Application ID	Caltrans District	Agency Name	County	MPO	Project Title	Location of Work	Description of Work	Project Cost	HSIP Funds (State)	Application Category*
85	H11-04-039	04-Richmond-2	4	Richmond	Contra Costa County	MTC	MacDonald Avenue Pedestrian Crossing Safety Upgrades	Various intersections along MacDonald Avenue (15th Street and Nicholl Park).	Install Rectangular Rapid Flashing Beacons (RRFBs), curb extensions (bulb-outs), and added yield markings. Other safety measures include the installation of median refuge islands and red curb.	\$ 249,600	\$ 224,640	SA-PedCrossing
88	H11-04-040	04-Richmond-1	4	Richmond	Contra Costa County	MTC	Barrett Avenue Road Diet	Barrett Avenue from Harbour Way to 24th Street.	Road diet including protected bike lanes, sidewalk widening, high visibility crosswalk enhancements, protected left-turn phasing, advanced stop bars, median refuge islands, and Rectangular Rapid Flashing Beacons (RRFBs).	\$ 1,563,200	\$ 1,406,880	BCR
87	H11-04-041	04-Rio Vista-1	4	Rio Vista	Solano County	MTC	Rio Vista Bike Facility Upgrades	Norman Richards Drive from Airport Road to Poppy House Road; Airport Road from Norman Richards Drive to ASTA Minerals Drive.	Construct Class IV bike facilities on Airport Road and Class II bike facilities on Norman Richards Drive which include new signing, striping, pavement markings and barriers.	\$ 276,900	\$ 240,210	SA-Bike Safety
88	H11-04-042	04-Rio Vista-2	4	Rio Vista	Solano County	MTC	Pedestrian crossing enhancements at three intersections in Rio Vista	Three pedestrian crossings: Airport Road and Church Road; Airport Road and Norman Richards Drive; N Front Street and SR-84.	Install RRFBs and other standard crossing treatments including signing, striping and curb enhancements.	\$ 268,700	\$ 241,830	SA-PedCrossing
89	H11-04-043	04-San Francisco-1	4	San Francisco	San Francisco County	MTC	Vision Zero Traffic Sign Upgrade	Various intersections and streets throughout the entire City and County of San Francisco.	Enhance traffic and pedestrian safety by installing new and replacement signs with retro-reflectivity.	\$ 2,188,400	\$ 1,969,560	BCR
90	H11-04-044	04-San Jose-1	4	San Jose	Santa Clara County	MTC	Left-turn Signal Phasing Modifications	The Intersections of Park Avenue & Race Street, Alvarais Avenue & Race Street, and Blossom Ave & Calero Ave.	Upgrade the existing traffic signal, add protected left turns on the north and south approaches to Blossom & Calero and Alvarais & Race, and all four approaches of Park & Race.	\$ 201,600	\$ 181,440	BCR
91	H11-04-045	04-San Jose-2	4	San Jose	Santa Clara County	MTC	Multi-corridor Signal Improvement Project	Ninety-Eight (98) signalized intersections along the corridors of Brokaw Rd/Murphy Ave/Hoehstetter Rd, First St, King Rd/Lundy Ave, Meridian Ave, Santa Teresa Blvd, and Shell Ave.	Upgrade 8-inch traffic signal heads to 12-inch heads, apply retroreflective borders on traffic signal backplates, and install Accessible Pedestrian Signal hardware at signalized pedestrian crossings.	\$ 1,325,700	\$ 1,193,130	BCR
92	H11-04-046	04-San Jose-3	4	San Jose	Santa Clara County	MTC	Coala Ave Safety Improvement Project	Along Coala Avenue between Everwood Court and Hillmont Avenue.	Construct a raised median island to replace the existing two-way left turn lane.	\$ 501,500	\$ 451,350	BCR
93	H11-04-047	04-San Rafael-3B	4	San Rafael	Marin County	MTC	Lincoln Avenue Corridor Safety Improvements	Lincoln Avenue at Brookdale Avenue and Wilson Court.	Add intersection safety improvements - curb extensions.	\$ 277,700	\$ 250,000	SA-PedCrossing
94	H11-04-048	04-Sebastopol-1	4	Sebastopol	Sonoma County	RURAL	Funding Set-Asides for Guardrail Upgrades	Bodega Avenue, approximately 150 feet west of City Limits to Valley View Drive.	Upgrade/replace existing guardrail systems and end treatments and extend guardrail system.	\$ 347,000	\$ 312,300	SA-Guardrail
95	H11-04-049	04-Sebastopol-2	4	Sebastopol	Sonoma County	MTC	Downtown Sebastopol Pedestrian Crossing Enhancements	Intersections of South Main Street/Burnett Street, North Main Street/Kading Avenue, Gravenstein Highway South/Huchins Avenue, and Petaluma Avenue/Walker Avenue.	Install pedestrian-activated circular LED rapid flashing beacons replacing existing standard flashing beacons; install perimeter lighted pedestrian crossing signs; install pedestrian push buttons; remove existing in-roadway warning lights.	\$ 239,800	\$ 215,620	SA-PedCrossing
96	H11-04-050	04-Solano County-1	4	Solano County	Solano County	MTC	Pedestrian Safety Improvement Project	Lemon Street in Vallejo from Cypress Avenue to Benicia Road, and Benicia Road from beach Street to Old Glenn Cove Parkway (Solano County right of way).	Improvement of pedestrian safety facilities including: Cross walk improvements, curb ramp improvements, addition of detectable warning surfaces, addition of bulb-outs, addition of flashing beacons, striping and markings.	\$ 277,700	\$ 249,930	SA-PedCrossing
97	H11-04-051	04-Solano County-2	4	Solano County	Solano County	MTC	Install Curve Advance Warning Signs with Flashing Beacons, Deflectors, Reflectors and Object Markers	Multiple Rural Roads: 1) Lyon Road, 2) Vaca Valley, 3) Dixon Avenue, 4) Putah Creek Road, 5) Cordelia Road, 6) Fry Road, 7) Rockville Road, 8) Pleasant Valley Road, 9) Meridian Road, 10) Holland Road, 11) Pedrick Road, and 12) Other Roads.	Install curve advance warning signs with flashing beacons. Install delineators/reflectors/object markers and install/upgrade signs with new fluorescent sheeting.	\$ 1,192,800	\$ 1,073,520	BCR
98	H11-04-052	04-Solano County-4	4	Solano County	Solano County	MTC	Lighting, Pavement Friction, and Sight Distance Improvements at Unsignalized Intersections	Various unsignalized intersections throughout the County.	Install street lights, place high friction surface treatment, resurface and relocate various markings/utility poles/signs to correct sight distance.	\$ 1,684,700	\$ 1,516,230	BCR
99	H11-04-053	04-Solano County-6	4	Solano County	Solano County	MTC	Guard Rail and Pavement Friction Improvement	Six rural road corridors: 1) Putah Creek Rd, 2) Vaca Valley Rd, 3) Holland Rd, 4) Cordelia Rd, 5) Pleasant Valley Rd, and 6) Gibson Canyon Rd.	Install guardrail and/or high friction surface treatment at horizontal curves and spot locations.	\$ 1,974,800	\$ 1,687,320	BCR
100	H11-04-054	04-South San Francisco-1b	4	South San Francisco	San Mateo County	MTC	South San Francisco Traffic Signal Safety Improvements	The intersection of Junipero Serra Blvd/Arroyo (new traffic signal); Intersections of Grand Ave/Spurce Ave, Grand Ave/Maple, Grand Ave/Linden Ave (modified signals); and various signalized intersections throughout the City.	Install new traffic signal including curb, gutter, sidewalk, curb ramp improvements; leading pedestrian interval (LPI) implementation (3 signals), and install retroreflective backplates (64 signals).	\$ 1,696,800	\$ 1,527,120	BCR
101	H11-04-055	04-Suisun City-01	4	Suisun City	Solano County	MTC	Suisun City T-Intersection Median Safety Improvements	Various intersections: Walters Road and McCollan Drive, Railroad Avenue and Village Drive, and Railroad Avenue and Birchwood Court.	Install raised medians to address left-turn conflicts.	\$ 417,100	\$ 375,390	BCR
102	H11-04-056	04-Suisun City-02	4	Suisun City	Solano County	MTC	Suisun City Pedestrian Safety Enhancements	Various non-signalized intersections throughout Suisun City. The intersections of Marina Boulevard and Latz Way and Pitkin Drive and Cauding Drive.	Improve pedestrian crossing with the upgrade and installation of Rectangular Rapid Flashing Beacon (RRFB) devices, bulb-outs (curb extensions), and high visibility crosswalks.	\$ 244,000	\$ 219,600	SA-PedCrossing

B3

Funded Project List for Highway Safety Improvement Program (HSIP) Cycle 11
(Sort by Caltrans District and Agency Name)

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No.	Unique Project ID	Original Application ID	Caltrans District	Agency Name	County	MPO	Project Title	Location of Work	Description of Work	Project Cost	HSIP Funds (State)	Application Category*
103	H11-04-057	04-Town of Moraga-2	4	Moraga	Contra Costa County	RURAL	HSIP Cycle 11 Pedestrian and Bicycle Safety Improvements	Three primary corridors and two non-signalized intersections: Moraga Wy; Moraga Rd from Larch Ave to Town Limit north; Rochem Blvd from Moraga Rd to La Salle; Moraga Wy/Moraga Valley Ln; and Moraga Road/Corfias Drive.	Upgrade and/or install enhanced safety features at pedestrian crossings. At Moraga Road at Corfias Drive, install flashing beacon and larger warning and regulatory signs in advance of intersection.	\$ 245,000	\$ 220,500	SA-PedCrossing
104	H11-04-058	04-Vacaville-2	4	Vacaville	Solano County	MTC	Vacaville Pedestrian Crossing Enhancements	The intersection of N. Orchard Ave and Valencia Lane; and the intersection of Nut Tree Road and Opal Drive.	Implement pedestrian crossing enhancements including high visibility crosswalks, advanced pedestrian warnings and signs, curb ramps, and Rectangular Rapid-Flashing Beacons (RRFBs).	\$ 274,700	\$ 247,230	SA-PedCrossing
105	H11-04-059	04-Vacaville-3	4	Vacaville	Solano County	MTC	Vacaville Edgelins Enhancements	Segments along Allison Pkwy, Meridian Rd, Orange Dr, Peabody Rd, Ulatis Dr, and Vaca Valley Pkwy.	Remove and replace edge-lines that have faded away or deteriorated. Remove and replace center line striping at various locations.	\$ 272,900	\$ 245,610	SA-Edgelines
106	H11-04-060	04-Vallejo-02	4	Vallejo	Solano County	MTC	City of Vallejo Guardrail Set-Aside	Various locations throughout the city, 2 locations along Lincoln Road East, 1 at Admiral Callaghan Lane, 1 at the Wherry Avenue and Mini Drive Intersection, and 1 at Virginia Street.	Upgrade guardrails, including the removal and replacement of existing guardrail.	\$ 238,900	\$ 215,010	SA-Guardrail

B4



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting on August 27, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Kevin W. Kunding, Assistant City Attorney *KWK*

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

SUBJECT: Public Hearing Item: Introduction of the Just Cause Eviction Ordinance

RECOMMENDED ACTION

It is recommended that the City Council introduce by title only and waive further reading of the Ordinance Adding Chapter 6 of Title 11 of the Antioch Municipal Code Providing Just Cause Eviction Protection within the City of Antioch.

FISCAL IMPACT

Adoption of the Ordinance would include increased future workloads for the City Attorney's Office related to new inquiries and requests for services from tenants and landlords. We anticipate this would include costs associated with tracking notices that would be sent to the City, administration of systems necessary to ensure compliance with the Ellis Act, preparation of forms that would be available for landlords and tenants, and potential legal action that would be taken by the City against violators or the Ordinance. This would require at minimum an administrative analyst position to manage tracking the notices and the implementation and upkeep of an Ellis Act program, along with the possibility of also requiring a deputy city attorney to handle enforcement of the Ordinance. However, the ultimate financial impact of this Ordinance cannot be fully assessed at this time.

BACKGROUND

On March 26, 2024, the City Council discussed proposing a Just Cause Eviction Ordinance ("Ordinance") for rental properties within the City of Antioch. The City Council directed staff to prepare a draft ordinance modeled on the City of Bell Garden's ordinance and incorporating particular concerns raised by the Antioch City Council.

On April 23, 2024, the City Council was presented a summary of the draft Ordinance, which received public comment and was reviewed by the City Council. After the comment period and the subsequent review, the Councilmembers provided staff with direction regarding specific provisions of the draft Ordinance and directed staff to produce an updated draft Ordinance that addressed the City Council's concerns.

On May 15, 2024, the City Council directed staff, through coordination with the Mayor, to meet with stakeholders to develop draft language to present to City Council. The City Attorney's Office and the Mayor met with stakeholders on June 7, July 11, and August 6, at which time the Mayor directed staff to meet with shareholders to finalize the draft language that is being brought forward as this meeting. On August 21, the language was finalized.

SUMMARY

State law requires "just cause" for a landlord to evict a tenant who has continuously and lawfully occupied a residence for at least 12 months.¹ The California Tenant Protection Act of 2019 ("TPA") limits rent increases and places restrictions on landlords' ability to evict tenants, unless the eviction is as a result of a "just cause" that is defined by state law. The TPA also imposes certain notice and language requirements.² "Just cause" includes "at-fault" evictions for wrongful or malicious conduct by tenants and "no-fault" evictions, such as when a property owner or their immediate family move into an otherwise occupied unit, remove a unit from the rental market, or when a landlord intends to demolish or "substantially remodel" a unit. Section 1946.2 also provides protections against evictions that do not meet the "just cause" standard as well as remedies that tenants can avail themselves of when evicted without "just cause."

Notwithstanding the protections afforded by state law, there are still many tenants who are not covered by the existing provisions of the TPA and thus are at risk of unnecessary or unjust evictions. Potentially foreseeing this outcome, the State Legislature drafted Section 1946.2 to preempt all local "just cause" eviction ordinances that were less protective than provided for in that section.

The Ordinance has changed from the draft presented at the May 15, 2024 meetings in the following ways:

- Tenants now have an absolute right of first refusal to return to a unit when evicted for substantial repairs or renovations (AMC Section 11-6.04(A)(2)(b)(i).)
- The elements of the Ellis Act (Cal. Gov. Code Section 7060 et seq.) have been incorporated into the Ordinance language (AMC Section 11-6.04(A)(2)(d).)
- The language relating to evictions for Owner Move has been clarified to better express the conditions that must be met for valid evictions. (AMC Section 11-6.04(A)(2)(a)(i).)
- Minor timing changes relating to notice periods.

These changes were incorporated based on feedback from shareholders as well as input from Mayor Hernandez-Thorpe. A redline of the Ordinance is attached as Attachment B.

¹ California Civil Code section 1946.2 (amended by Senate Bill 567, which took effect April 1, 2024).

² The California Tenant Protection Act of 2019 went into effect in 2020 and was enacted as California Civil Code sections 1946.2 and 1947.12.

ANALYSIS

A municipality may subject residential real property to “just cause” eviction requirements that are more protective than what is required under State law (Section 1946.2). To do so, the ordinance must: (i) have “just cause” eviction criteria that are consistent with Section 1946.2; (ii) further limit the reasons for termination of a residential tenancy, provide for higher relocation assistance amounts, or provide additional tenant protections that are not prohibited by any other provision of law; and (iii) be accompanied by a finding that the ordinance is more protective than the provisions of Section 1946.2.

The Ordinance meets all the requirements to comply with Section 1946.2. The “just cause” eviction criteria are consistent with those in Section 1946.2. The Ordinance provides for relocation payments higher than required by Section 1946.2. Furthermore, the Ordinance provides protections that do not exist under current state law such as requirements for tenant buyout agreements, a decrease in the amount of time a tenant must live in a rental unit to gain eviction protection, and an increase in the overall proportion of tenants that would be eligible receive tenant protections.

The Ordinance now incorporates the provisions of the Ellis Act, which opens up new protections afforded by California State law.

The Ordinance mitigates excessive evictions without being excessively burdensome on landlords. The Ordinance does not significantly limit the rights of landlords when it comes to evictions beyond limitations created by Section 1946.2. Instead, the Ordinance provides additional protections for tenants who experience unlawful evictions including additional financial assistance, assistance with securing alternate housing arrangements, and tools to contest unlawful eviction actions through administrative or court hearings.

The Ordinance creates an avenue for tenants who have been evicted in order for a landlord to renovate or repair a rental unit to return to the same unit at a rate similar to that which they paid at the time of their eviction. Additionally, the Ordinance expands the opportunity granted to tenants to move back into renovated or repaired unit they had once inhabited without suffering inordinate rental price increases.

The Ordinance enables the City to effectively monitor evictions in the City of Antioch and to prevent or deter unnecessary or unlawful evictions. The Ordinance deters landlords from unjustly evicting lawful tenants, which is important given the housing crisis in Antioch and across the State of California.

ATTACHMENTS

A. Just Cause Eviction Ordinance Draft

ORDINANCE NO. 2024-X-X

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADDING CHAPTER 6 TO TITLE 11 OF THE ANTIOCH MUNICIPAL CODE RELATING TO TENANT EVICTION PROTECTIONS

WHEREAS, The City Council finds that the just cause for termination of residential tenancy requirements authorized by this chapter is consistent with California Civil Code section 1946.2;

WHEREAS, The City Council further finds that the provisions of this chapter are “more protective” than the provisions of California Civil Code Section 1946.2;

WHEREAS, this chapter regulates evictions for certain tenancies, requires landlords to provide relocation assistance for certain no-fault evictions, prohibits retaliation and harassment, and provides for the implementation and enforcement of this chapter;

WHEREAS, the intent of this chapter is to incorporate the provisions of the California Government Code Sections 7060 through 7060.7, otherwise known as the Ellis Act;

WHEREAS, the intent of this chapter is to provide eviction protections the day a rental agreement becomes effective until the day the landlord-tenant relationship is terminated;

The City Council of the City of Antioch does ordain as follows:

TENANT EVICTION PROTECTIONS

Sections:

- 11-6.01 Purpose and applicability.
- 11-6.02 Definitions.
- 11-6.03 Exemptions
- 11-6.04 Termination of tenancy.
- 11-6.05 Right to Replace Departing Tenant
- 11-6.06 Relocation assistance.
- 11-6.07 Tenant buyout agreements.
- 11-6.08 Retaliatory eviction and harassment prohibited.

- 11-6.09 Notices to tenants.
- 11-6.10 Enforcement.
- 11-6.11 Remedies.
- 11-6.12 Waiver.
- 11-6.13 Severability.

11-6.01 Purpose and applicability.

A. The City Council finds that the just cause for termination of a residential tenancy requirements authorized by this chapter is consistent with California Civil Code section 1946.2.

B. The City Council further finds that the provisions of this chapter are “more protective” than the provisions of California Civil Code section 1946.2.

C. This chapter shall apply to any building or part of a building that is used for residence and that is rented to a tenant as a dwelling place, except those units exempted by Section 11-6.03.

D. This chapter regulates evictions for certain tenancies. It requires landlords to provide relocation assistance for certain no-fault evictions, prohibits retaliation and harassment, and provides for the implementation and enforcement of this chapter.

E. The intent of this chapter is to provide eviction protections starting the day a rental agreement becomes effective until the day the Landlord-Tenant relationship is terminated.

11-6.02 Definitions.

For the purposes of this chapter, unless the context requires otherwise, the following definitions shall apply:

“Buyout agreement” means a written agreement between a landlord and a tenant as provided in section 11-6.06 by which a tenant, typically in consideration for monetary payment, agrees to vacate a rental unit.

“Ellis Act” means California Government Code Sections 7060 through 7060.7.

“Landlord’s family member” means a spouse, domestic partner, child, grandchild, parent, or grandparent of a landlord who is a natural person whose name is on the title of the property.

11-6.03 Exemptions

The following rental units are exempt from the restrictions and requirements of this chapter:

- (A) Rental units by any hospital, skilled nursing facility, or health facility.
- (B) Rental units in a nonprofit facility that has the primary purpose of providing short term treatment, assistance, or therapy for alcohol, drug, or other substance abuse and the housing is provided incident to the recovery program, and where the client has been informed in writing of the temporary or transitional nature of the

housing at its inception and is licensed for such purposes where such license is required.

(C) Rental units in a nonprofit facility that provides a structured living environment with the primary purpose of helping homeless persons obtain skills necessary for independent living in permanent housing and where the occupancy is restricted to a limited and specific period of time and not more than 24 months, and where the client has been informed in writing of the temporary or transitional nature of the housing at its inception and is licensed for such purposes where such license is required.

(D) Rental units exempted from California Civil Code Part 4, Title 4, Chapter 2 by section 1940(b) (transient occupancy in hotels/motels), or successor statute, unless either the landlord offers for rent or rents the rental unit for a period of 30 days or more, or the landlord violates California Civil Code section 1940.1, or successor statute, to avoid tenancy status.

11-6.04 Termination of tenancy.

A. The landlord shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate. Just cause shall comprise of the following reasons for eviction:

(1) At-fault just cause, which is any of the following:

(a) Tenant's failure to pay rent to the landlord.

(b) Tenant's breach of a material term of the rental agreement, including, but not limited to, a violation of a provisions of the rental agreement after Landlord has notified tenant of the breach in writing and given Tenant 3 days to cure the breach.

(c) Maintaining, committing, or permitting the maintenance or commission of a nuisance of as described by California Code of Civil Procedure section 1161(4), after the Landlord has notified the Tenant of the nuisance in writing and given Tenant 30 days to abate the nuisance.

(d) Committing waste as described by California Code of Civil Procedure section 1161(4).

(e) Tenant is criminally convicted of using or permitting a rental property to be used for any illegal purpose, including but not limited to any criminal violations of the California Health and Safety Code, California Penal Code, California Business and Professions Code, or any provisions of this Code.

(f) Tenant, Tenant's agent, or any person directed by a Tenant, makes a criminal threat as defined by Cal. Penal Code section 422 that is directed at Landlord or any agent of Landlord

(g) Tenant has refused to execute a written extension or renewal of a rental agreement upon expiration of a prior rental agreement, after written request or demand

from the Landlord, but only if the provisions are substantially similar and the additional term is of similar duration to the prior written rental agreement, and is consistent with federal, state, and local laws. For the purposes of this subsection, the Landlord's written request or demand must be received no later than 60 days before final day of tenancy of the prior rental agreement.

(h) Tenant continually refuses, after Landlord has provided a written request, to allow the landlord to enter the residential real property for the purpose of making necessary repairs or improvements in accordance with California Civil Code Sections 1101.5 and 1954 and California Health and Safety Code Sections 13113.7 and 17926.1.

(i) Failure to vacate rental property when Tenant was employed by the landlord to serve as a resident manager or other employee, was provided with the rental unit as part of or as a condition of the employment and the employment has been terminated. This provision shall not apply to any tenant whose tenancy in the building or complex housing the rental unit commenced prior to assuming managerial responsibilities or whose status as a tenant commenced prior to their status as a resident manager.

(j) Tenant fails to timely deliver possession of the rental unit after: (1) providing the Landlord written notice as provided in Civil Code Section 1946 of the tenant's intention to terminate a lease; or (2) making a written offer to surrender, that is accepted in writing by the Landlord, but the time specified in that written notice as described in Code of Civil Procedure Section 1161(5) has expired.

(k) Tenant has assigned or sublet the rental unit in violation of the rental agreement, as provided in California Code of Civil Procedure Section 1161(4), unless as provided for in Subsection 11-6.05.

(2) No-fault just cause, which can be any of the following:

(a) Landlord seeks in good faith to repossess rental unit to allow Landlord or Landlord's family member to occupy the rental unit. The Landlord or Landlord's family member must occupy the rental unit as their principle residence within 90 days and must continue to reside in the rental unit for at least two years, unless extenuating circumstance exist. Reliance on this subdivision for a no-fault just cause eviction shall be subject to the following:

(i) If the rental agreement was entered into on or after the effective date of this chapter, this subsection shall apply only if the tenant agrees, in writing, to the termination, or if a provision of the rental agreement allows the Landlord to terminate the rental agreement if the Landlord, or Landlord's family member, unilaterally decides to occupy the rental unit.

(ii) A Landlord must provide the tenant 60 days' written notice when ordering for an eviction for the purpose of a Landlord or Landlord's family member to occupy the unit pursuant to Cal. Civil Code section 1946.2. The same information must also be disclosed to the City.

(iii) The City may, in its own discretion, contact Landlord during the two-year occupancy time frame to confirm that the Landlord or Landlord's family member continues to occupy the rental unit as their primary residence, or request written verification of residency.

(iv) If the Landlord or Landlord's family member fails to move into the rental unit within 90 days or fails to reside at the unit for at least two years, the Tenant who was evicted from the rental unit is entitled to receive notice and right of first refusal for the unit at the same rental price previously charged plus any annual rent increases allowed under Chapter 11.

(v) A Landlord may not terminate a tenancy under this subsection if any of the following apply unless there is a showing that the incoming tenant or proposed incoming occupant is also meets one of the requirements outlined in the following subsections (A)-(C):

(A) Any Tenant in the rental unit has continuously and lawfully resided in the rental unit for at least five years, and a member of the Tenant's household is either: elderly as defined by California Welfare and Institution Code section 15610, disabled, as defined by California Government Code section 12955.3 or handicapped as defined by California Health and Safety Code section 50072;

(B) Any Tenant in the rental unit is terminally ill as certified by a treating physician licensed to practice medicine in the State of California.

(C) Any Tenant in the rental unit has continuously and lawfully resided in the rental unit for at least five years, and a member of the Tenant's household is a low-income tenant as defined by California Health and Safety Code section 50079.5

(b) Landlord repossesses rental unit to demolish or substantially remodel the rental unit pursuant to the requirements of Cal. Civil Code section 1946.2(a)(2)(D)(ii). Landlord shall obtain all necessary permits and/or have gone through the process of hiring a contractor for work not requiring a permit prior to issuing Tenant an eviction notice pursuant to this subsection.

(i) The Tenant who was evicted from the rental unit is entitled to receive notice and right of first refusal for the unit at the same rental price previously charged plus any annual rent increases allowed under Chapter 11.

(c) Landlord seeks in good faith to repossess rental unit to comply with one of the following:

(i) an order issued by a government agency or court relating to habitability that requires vacating the rental unit

(ii) an order issued by a government agency or court to vacate the rental unit

(iii) an ordinance pursuant to this Code that requires vacating the rental unit.

(d) Landlord seeks in good faith to recover possession of all rental units on a parcel of land to permanently withdraw the units from the rental market or for demolition so long as the withdrawal is permitted by the Ellis Act (Cal. Gov. Code section 7060 et seq.). The Landlord must have fulfilled all requirements of this Chapter and all regulations passed by the City initiating the procedure for withdrawing rental units from rent or lease, with the intention of completing the withdrawal process and going out of the rental business or demolishing the rental units. Tenants shall be entitled to a minimum of 120-days' notice of termination of tenancy. If a tenant is at least 62 years of age or disabled, the notice period shall be one year if tenant has provided required notice of eligibility and has lived in the unit for at least one year. Notice times may be increased by regulation if state laws allows for additional time. The following shall apply to a unit where the landlord recovers possession pursuant to this Subsection.

(i) If the rental unit is offered again for rent or lease for residential purposes within two years of the date the rental unit was withdrawn from rent or lease, the following shall apply:

(A) The landlord of the rental unit shall be liable to any tenant who was displaced from the property by that action for actual and punitive damages. Any action by a tenant pursuant to this paragraph shall be brought within three years of the withdrawal of the rental unit from rent or lease. However, nothing in this paragraph precludes a tenant from pursuing any alternative remedy available under the law.

(B) The City may institute a civil proceeding against the landlord or punitive damages for displacement of tenants. Any action pursuant to this paragraph shall be brought within three years of the withdrawal of the rental unit from rent or lease.

(C) The landlord shall first offer the unit for rent or lease to the tenant displaced from that unit by the withdrawal pursuant to this Chapter, if the tenant has advised the landlord in writing within 30 days of the displacement of the tenant's desire to consider an offer to renew the tenancy and has furnished the landlord with an address to which that offer is directed. That tenant or former tenant may advise the landlord at any time during the eligibility of a change of address to which the offer is to be directed.

(D) If the tenant has advised the landlord of a desire to consider an offer to renew the tenancy, then the landlord shall offer to reinstate the rental agreement or lease on terms permitted by law to that displaced tenant. This offer shall be deposited in the United States mail, by registered or certified mail with postage prepaid, addressed to the displaced tenant at the address furnished to the landlord as provided in Subsection 11-6.04(A)(2)(d), and shall describe the terms of the offer. The displaced tenant shall have 30 days from the deposit of the offer in the mail to accept the offer by personal delivery of that acceptance or by deposit of the acceptance in the United States mail by registered or certified mail with postage prepaid.

(ii) If the rental unit is offered again for rent or lease for residential purposes within five years of the date the rental unit was withdrawn from rent or lease, the rental unit

shall be offered and leased at the lawful rent in effect at the time any notice of intent to withdraw the rental unit is filed with the City, plus any lawful allowable rent increases. The provisions of this paragraph shall apply to all tenancies commenced during either of the following time periods:

(A) the five-year period after any notice of intent to withdraw the rental unit is filed with the City, whether or not the notice of intent is rescinded or the withdrawal of the rental unit is completed pursuant to the notice of intent.

(B) the five-year period after the rental unit is withdrawn

This subsection shall prevail over any conflicting provision of law authorizing the landlord to establish the rental rate up initial hiring of the rental unit.

(iii) A landlord who offers a rental unit again for rent or lease within 10 years from the date on which it is withdrawn shall first offer the unit to the tenant displaced from the unit by the withdrawal, if that tenant requests the offer in writing within 30 days after the landlord has notified the City of an intention to offer the rental unit again for residential rent or lease. The landlord of the rental unit shall be liable to any tenant who was displaced by that faction for failure to comply with this paragraph, for punitive damages in the amount which does not exceed the contract rent for six months, and the payment of which shall not be construed to extinguish the landlord's obligation to comply with this Subsecgion.

(iv) If the rental units are demolished, and new rental units are constructed on the same property, and offered for rent or lease within five years of the date the rental units were withdrawn from rent or lease, the newly constructed rental units shall be subject to the system of control established in this Chapter, at which time they would be offered at the rent that was paid at the time the prior tenancy was terminated under Subsection 11-6.04(A)(2)(d), notwithstanding any exemption from the system of controls for newly constructed rental units.

(v) When a landlord withdraws rental units from rent or lease pursuant to Subsection 11-6.04(A)(2)(d), the requirements of Subsection 11-6.04(A)(2)(d) shall apply to all successors in interest. The City shall record a notice with the county recorder which shall specifically describe the real property where the rental is located, the dates applicable to the constraints and the name of the landlord of record of the real property. The notice shall be indexed in the grantor-grantee index. The City shall charge a fee for the processing of evictions pursuant to Subsection 11-6.04(A)(2)(d).

(vi) A landlord who seeks to demolish or withdraw a rental unit from the rental market under Subsection 11-6.04(A)(2)(d) must provide the City with a notice, that states under the penalty of perjury:

(A) the number of rental units withdrawn;

(B) the address or location of those rental units;

(C) the name or names of the tenants of the rental units;

(D) the lawful rent applicable to each rental unit.

The name or names of the tenants, the rent applicable to any rental unit, and the total number of rental units, is confidential information and for purposes of this Chapter shall be treated as confidential information for purposes of the Information Practices Act of 1977 Chapter 1 (commencing with section 1798) of Title 1.8 of Part 4 of Division 3 of the California Civil Code).

(vii) The landlord must record with the county recorder a memorandum summarizing the provision, other than the confidential provisions, of the notice in a form which shall be prescribed by the City, and will require a certification with the notice that actions have been initiated as required by law to terminate any existing tenancies.

(viii) The landlord must notify the City in writing of their intention to re-offer the rental unit for rent or lease.

(ix) The date on which the rental unit is withdrawn from rent or lease for purposes of this Chapter is 120 days from the delivery in person or by first-class mail of the notice of withdrawal to the City. However, if the tenant is at least 62 years of age or disabled, and has lived in the rental unit for at least one year prior to the date of delivery to the City of the notice of intent to withdraw, then the date of withdrawal of that tenant shall be extended one year after the date of delivery of that notice to the City, provided the tenant gives written notice of their entitlement to an extension to the landlord within 60 days of the date of delivery to the City of the notice to withdraw.

(x) If a tenant notifies a landlord of their right to an extension pursuant to Subsection 11-6.04(A)(2)(d) in writing within 60 days of the City receiving the notice of intent to withdraw the rental unit, the following provisions shall apply:

(A) The tenancy shall be continued on the same terms and conditions as existed on the date of delivery to the City of the notice of intent to withdraw, subject to any adjustments otherwise available under this Chapter.

(B) no party shall be relieved of the duty to perform any obligation under the lease or rental agreement.

(C) The landlord may elect to extend the tenancy on any other rental unit within the rental property up to one year after the date of delivery to the City of the notice of intent to withdraw, subject to paragraphs (A) and (B).

(D) Within 30 days of the notification by the tenant to the landlord of their entitlement to an extension, the landlord shall give written notice to the City of the claim that the tenant is entitled to stay in their rental unit for one year after the date of delivery to the City of the notice of intent to withdraw.

(E) Within 90 days of the date of delivery to the City of the notice of intent to withdraw, the landlord shall give written notice of the landlord's election to extend

tenancy under paragraph (x) and the revised date of withdrawal to the City and any tenant whose tenancy is extended.

(F) The date of withdrawal for the rental unit as a whole, for purposes of calculating any time-periods in this Chapter, shall be the latest termination date among all tenants within the rental unit, as stated in the notices required by paragraphs (A) and (B). A landlord's further voluntary extension of a tenancy beyond the date stated in the notices required by paragraphs (A) and (B) shall not extend the dates of withdrawal.

(xi) The landlord must notify any tenant displaced pursuant to Subsection 11-6.04(A)(2)(d) of the following:

- (A) That the City has been notified pursuant to subsection Subsection 11-6.04(A)(2)(d).
- (B) That the notice to the City specified the name and amount of rent paid by the tenant as an occupant of the rental unit.
- (C) The amount of rent the landlord specified in the notice to the City.
- (D) Notice to the tenant of their rights under Subsection 11-6.04(A)(2)(d).
- (E) That if the tenant is at least 62 years of age or disabled, and has lived in their rental unit for at least one year prior to the date of delivery to the City of the notice of intent to withdraw, then tenancy shall be extended to one year after date of delivery to the City of the notice of intent to withdraw, provided that the tenant gives written notice of their entitlement to the landlord within 60 days of date of delivery to the City of the notices of intent to withdraw.
- (F) That the extended tenancy shall be continued on the same terms and conditions as existed on date of delivery to the City of the notice of intent to withdraw, subject to any adjustment otherwise available under this the Chapter.
- (G) That no party shall be relieved of the duty to perform any obligation under the lease or rental agreement during the extended tenancy.

(xii) Not later than the last day of the third and sixth calendar months following the month in which notices is given to the City, and thereafter not later than December not later than December 31 of each calendar year for a period of five years, beginning with the year in which the six-month notice is given, the landlord of any property which contains or formerly contained one or more rental units which a tenant or tenants vacated pursuant to Subsection 11-6.04(A)(2)(d) shall notify the City, in writing, under the penalty of perjury, for each such rental unit:

- (A) Whether the unit has been demolished;
- (B) If the unit has not been demolished, whether it is in use;
- (C) If it is in use, whether it is in residential use;
- (D) If it is in residential use, the date the tenancy began, the name of the tenants, and the amount of rent charged.

If the rental unit has been demolished, and one or more new units constructed on the lot, the landlord shall furnish the information required by items (B), (C), (D) for each new unit. The City shall maintain a record of notices received under this subsection for each rental unit withdrawn from the rental market pursuant to this Chapter.

(xiii) The City shall notify each person who is reported as having become a tenant in a vacated or new rental unit subject to the reporting requirements of Subsection 11-6.04(A)(2)(d) that it maintains the records described in Subsection 11-6.04(A)(2)(d) and that the rent of the rental unit may be restricted pursuant to Subsection 11-6.04(A)(2)(d).

(xvi) The City shall maintain a register of all rental units withdrawn from rent or lease under Subsection 11-6.04(A)(2)(d) and the rent applicable to each unit at the time of withdrawal. The City shall inform tenants displaced from units withdrawn from rent or lease at the address provided by the tenant, when the landlord notifies the City that the rental unit or replacement unit will again be offered for rent or lease within ten years of the date of withdrawal.

(xv) The City may investigate whether a rental unit that was withdrawn from rent or lease has been again offered for rent or lease, and whether the landlord has complied with the provisions of Subsection 11-6.04(A)(2)(d).

B. When terminating a tenancy either for at-fault or no-fault just cause, unless otherwise provided by this Chapter, a landlord must comply with all of the following:

1. The Landlord must serve a written notice to the Tenant in accordance with California Civil Code Sections 1946 through 1946.5 that states the Landlord will terminate the tenancy, indicates at least one at-fault or no-fault just cause reason pursuant to for termination pursuant to this Chapter, and includes any other information required by federal or state law; and
2. The Landlord has not accepted and will not accept rent or any other consideration in return for the continued use of the rental unit beyond the term of the terminated tenancy in compliance with California Civil Code Sections 1946 through 1946.5; and
3. The Landlord qualifies the termination as at-fault or no-fault, as specified in this section; and
4. If the termination is a no-fault termination, the Landlord has provided the Tenant with the notice of relocation assistance required by Chapter 11; and

5. The Landlord has submitted to the City, within five days after service of the notice of termination on the Tenant, a true and accurate copy of the Landlord's written notice of termination, and proof of such service, signed under penalty of perjury, on the Tenant. The Landlord shall maintain proof of service to the department as evidence that the Landlord has complied with this section.

11-6.05 Right to Replace Departing Tenant

When two or more Tenants enter into a rental agreement with a Landlord, and one of those tenants exits the rental agreement and vacates the rental unit for any reason, the remaining Tenant or Tenants shall have the right to replace the departing Tenant or Tenants on a one-for-one basis. A Landlord shall have the right to approve or deny the prospective replacement Tenant, provided the owner does not unreasonably withhold approval. The Landlord shall reply to any request to replace a departing Tenant in writing. Any denial of a request to replace a departing Tenant must contain a description of the reason or reasons for the denial. Failure to reply to a request to replace a departing Tenant shall be treated as an approval for the proposed replacement Tenant.

11-6.06 Relocation assistance.

A. Permanent Relocation Assistance.

(1) Tenants who are evicted from their rental unit pursuant to Subsection 11-6.04(A)(2)(a) are entitled to relocation assistance from the Landlord in accordance with this section. The Landlord must provide written notice to the Tenant of the Tenant's entitlement to permanent relocation assistance at the same time the Landlord serves a notice of termination of tenancy.

(a) The Landlord shall pay a relocation assistance amount equal to two times the Tenant's monthly rent in effect when the Landlord served the notice to terminate the tenancy.

i. If any Tenant residing in the rental unit from which the Tenants are to be displaced includes a qualified tenant, then all Tenants living in the rental unit are collectively entitled to additional relocation assistance as follows:

A. The Landlord shall pay an additional relocation assistance amount equal to one times the Tenant's monthly rent in effect when the Landlord served the notice to terminate the tenancy.

b. For purposes of this subsection, "qualified tenant" means any Tenant who:

i. Is elderly as defined by California Welfare and Institution Code section 15610, disabled, as defined by California Government Code section 12955.3 or handicapped as defined by California Health and Safety Code section 50072;

ii. Has one or more dependent children under the age of 18, who is in the custody of the Tenant, residing in the rental unit;

iii. Meets the income limits for a “lower-income household” as defined in California Health and Safety Code Section 50079.5; or

iv. The Tenant shall notify landlord within 10 days of receiving the termination of tenancy notice, if any of the Tenants living in the rental unit from which the Tenants are to be displaced includes a qualified tenant, along with any reasonable proof of eligibility.

(c) Permanent relocation assistance payments must be paid directly to the tenant.

(d) Landlords shall pay tenants moving expenses equal to the Uniform Relocation Assistance and Real Property Acquisition Policies Act – Residential Moving Expense and Dislocation Allowance Payment Schedule as published by Federal Highway Administration.

(e) Notwithstanding this section, Tenants who are found to have caused the issue requiring eviction pursuant to Section 11.6-04(A) shall not be entitled to relocation assistance or moving expenses.

B. Temporary Relocation Assistance.

(1) A Landlord must provide temporary relocation assistance to Tenants of a rental unit who are temporarily displaced due to repairs, rehabilitation of a rental unit, health and safety violations, or other work or activities that will make the rental unit an untenable dwelling, as defined in California Civil Code Section 1941.1, or will expose the tenant to toxic or hazardous materials, or that cannot otherwise be completed while the tenant remains in the rental unit, and for which said repairs will take less than 30 days. The following are acceptable forms of temporary relocation assistance:

(a) A per-diem payment. The amount of the payment shall be based on the Federal General Services Administration per-diem rate for lodging in the county of Contra Costa, which is updated on a yearly basis, unless otherwise agreed up by the Landlord and Tenant. Per-diem payments shall be made on a pro-rata basis to the eligible Tenant household.

(b) Where the Landlord owns other rental units in the City of Antioch and any such rental unit is vacant and available, and habitable, at the time of the written notice of the temporary relocation, the Landlord may notify the Tenant and allow the Tenant to reside in said rental unit during the pendency of the temporary relocation at the same terms as outlined in the original rental agreement entered into between the Tenant and Landlord.

(c) Where the Landlord owns other rental units in the City of Antioch and any such rental unit is vacant, available, and habitable at the time of the written notice terminating tenancy, the Landlord may offer Tenant a new rental agreement for said rental unit at a rental price not exceeding the rental price in the original rental agreement between the Tenant and Landlord.

(d) The Landlord may provide Tenant with temporary hotel or motel accommodation. If relocation is to a hotel or motel, the Landlord must provide a hotel or

motel accommodation which is safe, sanitary, and, unless otherwise agreed upon by the Landlord and Tenant, within a reasonable distance of the Tenant's rental unit.

(e) The temporary displacement and relocation of a Tenant pursuant to this subsection shall not terminate the tenancy of the displaced Tenant. The displaced Tenant shall have the right to reoccupy his or her rental unit upon the completion of the work necessary for the rental unit to comply with housing, health, building or safety laws or any government order and the tenant shall retain all rights of tenancy that existed prior to the displacement.

(f) Nothing in this subsection shall be construed as authorizing a Landlord to require a tenant to vacate a unit, except as permitted under federal, state, or local law.

2. A Tenant cannot waive his or her right to receive relocation assistance required by this chapter.

3. Any action brought by a tenant for a violation of this section must be brought in a court of competent jurisdiction. No administrative remedy need be exhausted prior to filing suit pursuant to this section.

11-6.07 Tenant buyout agreements.

A. At the time a proposed buyout agreement is provided, the Landlord shall provide each tenant in the rental unit a form written disclosure, published by the City form notice of in English and other frequently spoken languages, that shall include all of the following:

- (1) A statement that the Tenant has a right not to enter into buyout negotiations or a buyout agreement;
- (2) A statement that the Tenant may choose to consult with an attorney before entering into a buyout agreement;
- (3) A statement that the Tenant may rescind the buyout agreement for up to 30 days after it is fully executed;
- (4) A statement that the Tenant may contact the department for information about other buyout agreements in the Tenant's neighborhood and other relevant information;
- (5) Any other information required by the department consistent with the purpose and provisions of this section; and
- (6) A space for each Tenant to sign and write the date the Landlord provided the tenant with the disclosure.

B. The buyout agreement shall:

- (1) Be in writing in English and the language in which the buyout agreement was negotiated if other than English translated at the Landlord's expense. The Landlord shall give each tenant a copy of the proposed buyout agreement at least 5 days before it is executed by the parties.

(2) Include the following statement in bold letters in at least 12-point boldface type in close proximity to the space reserved for the signature of the Tenant:

(a) “You may cancel this buyout agreement in writing at any time before the thirtieth (30th) day after all parties have signed this buyout agreement.”

(b) “You have a right not to enter into a buyout agreement.”

(c) “You may choose to consult with an attorney before signing this buyout agreement.”

C. A Tenant shall have the right to rescind a buyout agreement for up to 30 days after its execution by all parties. To rescind a buyout agreement, the Tenant must hand-deliver, email, or send by certified mail return receipt requested, a statement to the Landlord indicating that the Tenant has rescinded the buyout agreement.

D. The Landlord shall provide the tenant a copy of the fully executed buyout agreement within 10 days of execution. Landlord shall also file with the City a copy of the executed buyout agreement, along with proof of service to the tenant of the disclosure notice as required in this section, within 10 days after the buyout agreement is executed by all parties.

11-6.08 Retaliatory eviction and harassment prohibited.

A. Any and all acts of retaliation pursuant to Chapter 4 of this title or acts of harassment pursuant to Chapter 5 of this title are prohibited.

B. Findings that the Landlord violated of this section shall result in the following:

(1) The Landlord’s eviction action being deemed void.

(2) Any other remedies allowed by Title 11 of this code and any other applicable state and federal laws.

11-6.09 Notices to tenants.

A. Landlords must provide to each Tenant, prior to or at the time of agreeing to rent or lease a rental unit, a notice of Tenant rights under this chapter. The City shall publish a form notice of tenant rights in English and other frequently spoken languages. Landlords must provide the form notice in the following circumstances:

1. When entering into a rental agreement, by including a copy of the form notice as an exhibit or attachment to the written rental agreement;

2. When renewing a rental agreement, by including a copy of the form notice as an exhibit or attachment to the written renewal agreement.

B. If the rental agreement is negotiated or written in a language other than English, the Landlord must also provide the form notice of tenant rights in English and the language in which the rental agreement was negotiated or written, at the cost of the Landlord.

11-6.10 Enforcement.

A. Enforcement Authority. The City is authorized to take appropriate steps it deems necessary to administer and enforce this chapter.

B. The City Attorney, or designee, may develop and publish procedures and guidelines to aid in the implementation of this chapter.

11-6.11 Remedies and Penalties.

A. Criminal penalty. A violation of any provision of this chapter is punishable as an infraction or a misdemeanor. A misdemeanor conviction under this article shall be punished by not more than \$1,000 for each offense or by imprisonment in the county jail for a period of not more than six months or both, as determined by the court.

B. Civil action. Any aggrieved person, or any person, organization, or entity who fairly and adequately represent the interest of an aggrieved tenant(s) under this chapter, or the city may institute civil proceedings as provided by law against any landlord violating any of the provisions of this article and any person who aids, facilitates, and/or incites another to violate the provisions of this article, regardless of whether the rental unit remains occupied or has been vacated due to harassment. The burden of proof in such cases shall be preponderance of the evidence.

C. Injunction/equitable relief. Any person who commits an act or engages in any pattern and practice that violates this chapter may be enjoined therefrom by a court of competent jurisdiction. A court may issue other equitable relief as appropriate. An action for injunction under this section may be brought by an aggrieved person, by the City Attorney, or by any person or entity who fairly or adequately represent the interests of the protected class.

D. Penalties and other monetary awards.

(1) Any person who violates, or aids or incites another person to violate, the provisions of this chapter is liable in a court action for each and every such offense for money damages of not less than three times actual damages suffered by an aggrieved tenant (including damages for mental or emotional distress), or for the minimum damages in the sum of \$2,000, whichever is greater, or whatever other relief the court deems appropriate, and shall be liable for such attorneys' fees and costs as may be determined by the court. In the case of an award for damages for mental or emotional distress, said award shall be trebled only if the trier of fact finds that the landlord acted in knowing violation of or reckless disregard of this chapter.

(2) Any person who violates, or aids or incites another person to violate, this chapter shall be liable for an additional civil penalty of up to \$5,000 for each offense committed against a person who is disabled within the meaning of Cal. Gov't Code § 12926, et seq. or successor statute, or aged 65 or over. A tenant prevailing in court under this article may be awarded compensatory damages, rent refunds for reduction in housing services, tenant relocation costs, imposition of civil penalties up to \$10,000 per violation depending upon the severity of the violation or history of violations of this chapter by the landlord, and other appropriate relief, as adjudged by the court.

(3) The court may also award punitive damages to any plaintiff, including the city, in a proper case as defined by Cal. Civil Code § 3294 or successor statute. The burden of proof for purposes of punitive damages shall be clear and convincing evidence.

(4) A prevailing defendant in a civil action under this section shall be entitled to an award of attorneys' fees only if it is determined by the court that the action was devoid of merit and brought in bad faith.

E. Affirmative defense. A violation of this chapter may be asserted as an affirmative defense in an unlawful detainer action.

F. *Additional enforcement; nonexclusive remedies and penalties.* This chapter may be enforced as provided in Chapter 2 of Title 1 of this code in addition to the remedies provided herein. The remedies in this chapter shall be in addition to any other existing remedies which may be available.

11-6.12 Waiver.

Any waiver of rights under this chapter shall be void as contrary to public policy.

11-6.13 Severability.

If any provision of this chapter or the application thereof to any person, property, or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this chapter that can be given effect without the invalid provision(s) or application, and to this end, the provisions of this chapter are declared to be severable.

* * * * *

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 27th day of August 2024, and passed and adopted at a regular meeting thereof, held on the [REDACTED] day of [REDACTED], by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTEST:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 27, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Kevin Valente, Contract Planner *KV*
Raney Planning & Management, Inc.

APPROVED BY: Kevin Scudero, Acting Community Development Director *KS*

SUBJECT: Good Chance Preliminary Development Plan (PRE2023-0004)

RECOMMENDED ACTION

It is recommended the City Council provide feedback to the applicant and staff regarding the proposal and provide direction to the applicant for the entitlement submittal.

FISCAL IMPACT

The development of the Good Chance Project would be fully funded by the applicant, Good Chance Management, LLC. The City will incur no costs in the development.

DISCUSSION

Request

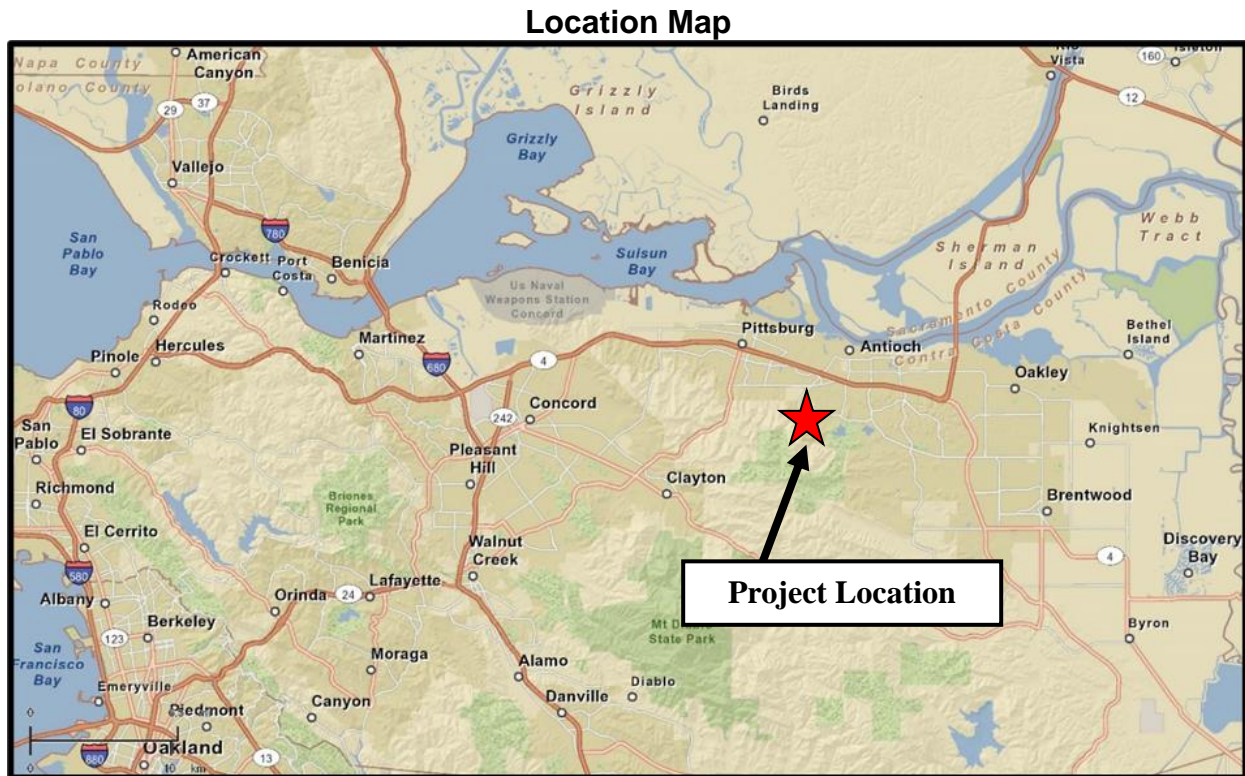
The applicant, Good Chance Management LLC, requests a Preliminary Development Plan review of a proposal to construct 13 residential units over 16.15-acres on Somersville Road, south of James Donlon Boulevard near the entrance of the Black Diamond Mines Regional Preserve Park (APN 076-021-006). The proposed project includes a conventional single-family home with a detached accessory dwelling unit (ADU) on each of the proposed 13 residential units. Primary site access would be from Somersville Road from a new 56-foot-wide internal roadway that leads to a cul-de-sac. The applicant's project description is provided as Attachment A.

Environmental

Preliminary Development Plan review is a non-entitlement action and does not require environmental review. The future project application review would require compliance with the California Environmental Quality Act (CEQA).

Background

The project site is 16.5-acres of natural open space with a General Plan Land Use Designation of Open Space (OS) and an existing zoning of R-6 (Single-Family Residential). As part of the review, the project was routed to City Departments and outside agencies for review. Planning and Engineering staff, Contra Costa Environmental Health, East Bay Regional Park District, Contra Costa County Fire Protection District, Contra Costa County Flood Control and Water Conservation District, Republic Services, and PG&E have provided comments on the proposed project (see Attachment D).



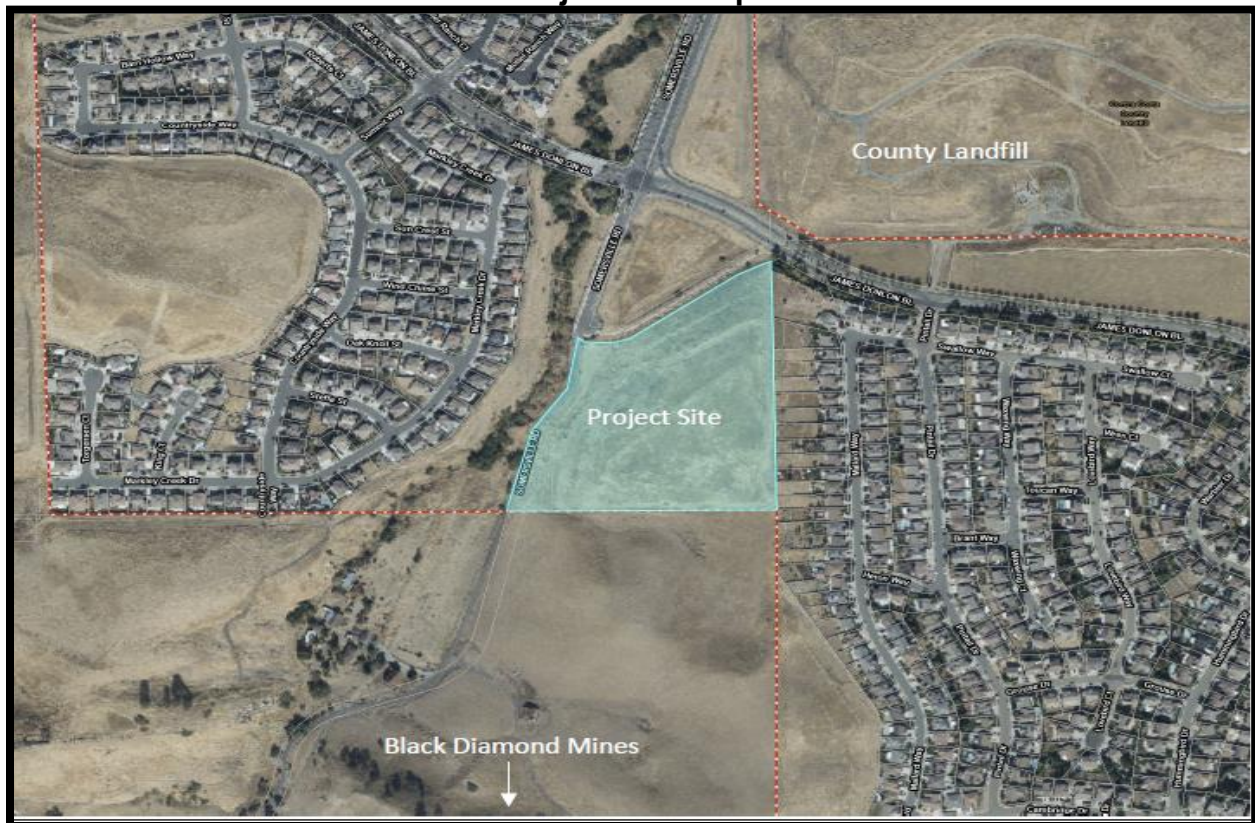
The purpose of a Preliminary Development Plan is to gather feedback from the Planning Commission, City Council, and others in order for the applicant to become aware of concerns and/or issues prior to a General Plan Amendment, Planned Development Rezone, Final Development Plan/Tentative Map, Use Permit, and Design Review submittal. As standard practice, preliminary plans are not conditioned; rather a list of needed items, information, and issues to be addressed is compiled for the applicant to address prior to submitting an entitlement application.

ANALYSIS

The Good Chance Project site consists of the Assessor Parcel Number 076-021-006. Surrounding existing land uses include single-family residences to the east and west, undeveloped land to the north, and the Black Diamond Mines Regional Preserve Park to the south.

The applicant is proposing to construct conventional single-family homes with detached ADUs on each of the proposed 13 residential lots. In addition to the 13 residential lots, the proposed project would include a cul-de-sac, photovoltaic solar array, and stormwater detention basin. The proposed project would have an overall density of 1.24 dwelling units per acre.

Project Site Map



Consistency with the General Plan and Zoning

The Open Space (OS) General Plan land use designation is intended to preserve lands in their natural condition to protect environmental resources, public health and safety, agriculture, and active or passive recreation. Therefore, the proposed project would require a General Plan land use amendment OS to Medium Low Density Residential (MLDR). Areas designated as MLDR are typically single-family homes located on level terrain with no, or relatively few, geological or environmental constraints in typical subdivision developments. A MLDR land use designation allows for a maximum of 6 dwelling units per acre (du/ac) which would be consistent with the sites existing R-6 zoning designation. The proposed density of the project is 1.24 du/ac, which was calculated using the entire project site, nearly half of the project site would remain undeveloped. The General Plan section 4.4.1.1 Residential Land Use Designations states that, "Density is assumed to accrue only on lands that are 'developable.' Developable acres are those that are not encumbered by prior dedications of easements or rights-of-

way and are not so steep (generally over 25 percent), unstable, flood-prone or subject to other hazards as to be unable to support new development.” Given the steep terrain of the site, an analysis of the developable area of the site would need to be made to ensure the project does not exceed the density allowed in the MLDR designation. Per State law, ADUs do not count towards a project’s density.

The existing R-6 zoning allows for single-family medium low density residential development. R-6 Single-Family Residential Districts are the standard single-family zones allowing a maximum of six dwelling units per gross acre. As stated above, the General Plan designation is currently OS, while the existing zoning is R-6. In the case of a General Plan and zoning inconsistency on a property, the General Plan takes precedence. Therefore, a General Plan Amendment is required, despite having residential zoning.

The applicant is requesting a rezone to Planned Development (PD). PD districts are intended to accommodate a wide range of residential, commercial, and industrial land uses which are mutually supportive and compatible with existing and proposed developments on surrounding properties. Once established, the PD district would establish the specific development standards, including lot size, yard setbacks, and building height requirements for the project site.

The proposed project currently identifies 25-foot front yard setbacks, 10-foot side yard setbacks, and 26-foot building heights, which are all consistent with the citywide R-6 zoning district regulations.

Staff recommends that the City Council consider whether a General Plan land use amendment from OS to MLDR to allow residential development is the most appropriate for the site or if they would prefer the site to remain as open space.

Site Layout and Design

In August of 2023, the City of Antioch adopted citywide single-Family and Missing Middle Residential Objective Design Standards relating to all aspects of residential projects including building siting, architectural style, parking, and landscaping. The submittal of an Objective Design Standards Checklist would be required at the time of the Design Review application to illustrate compliance. The Objective Design Standards Checklist would need to include relevant guidelines, how the project complies with them, and a detailed discussion of the issues. Basic architectural elevations were provided but appear to provide some differentiation in plane along the front elevation and a variety of materials, which are both required in the Objective Design Standards. Without more detailed elevations and colors and materials, staff cannot provide detailed comments on the proposed architecture.

Site access is provided by a proposed interior roadway leading to a cul-de-sac from Somersville Road. The proposed roadway would be 56-feet-wide, with two 18-foot travel lanes with sidewalks and landscaping on both sides of the street. A proposed bioretention

basin is shown at the northwest corner of the site, close to Somersville Road and the project's access road. A full stormwater control plan is required at entitlement submittal to verify the design and engineering of the basin. The solar array is proposed to the west of the homes, slightly downslope from the backs of the western lots. Further design details, including access to the solar array would need to be provided in the full submission.

The Objective Design Standards also include sections related to neighborhood design, including providing an attractive neighborhood entryway to create a neighborhood character and friendly neighborhood access, and common open space design. Given the current proposed entry road and its relation to Somersville Road, staff recommends that the applicant review the entry design standards to ensure the standards can be met with the roadway design and terrain. Currently, the plan does not include any common open space or recreational areas for the residents.

Agency Comments

City Engineering reviewed the proposed plans and provided concerns regarding the amount of grading required for development, as well as, utility locations, street width and slope, and drainage. While a Preliminary Development Plan is by nature less detailed than the entitlement submittals, the Engineering comments called out the need to resolve possible boundary discrepancies between the project plans and title report, the need to ensure that the grading and site design is in compliance with the City of Antioch's standards.

Republic Services provided a comment letter with access concerns for their garbage trucks.

The Contra Costa County Health Department identified the project site as a former unpermitted landfill site. The comment letter, and subsequent quarterly inspection report, detail that there are areas of erosion and partial collapse of the access roadways at the site, which are considered a violation. The inspection report includes photographs of the erosion. The comment letter includes concerns that further grading or structures added to the top of the site would exacerbate the instability of the site.

The East Bay Regional Park District submitted comments which identified concerns, including the project's impact on the entry into the Black Diamond Mines Regional Preserve, cultural resources, erosion of the former landfill site, and the steep slope of the project site.

Pacific Gas and Electric, the Contra Costa County Fire Protection District, and the Contra Costa County Flood Control and Water Conservation District also provided standard comment letters. All agency comment letters are provided in Attachment D.

PLANNING COMMISSION MEETING

On July 17, 2024, the Antioch Planning Commission held a public hearing and provided comments and feedback to the applicant regarding the Preliminary Development Plan.

The Planning Commission expressed strong concerns for the proposed project and stated they generally would not support the proposed General Plan Amendment from OS to MLDR due to its location and the safety concerns of future residential development on steep slopes and the previous non-permitted landfill use. The commissioners addressed a lack of nearby services and the potential for the actual project density and population to be higher due to the collective sum of single-family homes, ADUs, and JADUs. One Planning Commissioner expressed that they could support residential development at this location if all the aforementioned environmental issues were appropriately addressed.

Public Comments

Members of the public also spoke on the project, expressing concerns for the potential biological impacts to the nearby Markley Creek, as well as the potential wildfire risk and the added traffic congestion to the existing entrance of Black Diamond Mines Regional Preserve Park.

Additional written public comments regarding the project were received after the Planning Commission meeting. These comments are found in Attachment E.

CONCLUSION

Staff recommends that the City Council provide the applicant feedback concerning the proposed project, as well as other areas of concern on the preliminary development plan for the project. Specifically, staff recommends feedback on the following items:

- Proposed General Plan land use amendment from OS to MLDR to allow residential development.
- Residential development on a former landfill site.
- The amount of grading required for residential development at this location.

ATTACHMENTS

- A. Applicant's Project Description
- B. Project Plans
- C. Site Photos
- D. Agency Comments
- E. Public Comments Received



Job No. 1351.5
August 204, 2023

Mr. Kevin Scudero
Senior Planner
Community Development – Planning Division
City of Antioch
200 H Street
Antioch, CA 94509-1285

Re: Good Chance Management LLC – PDP Application – APN 076-021-006 – James Donlin Boulevard

Dear Kevin,

The Good Change Management Development team has compiled a PDP submittal package for consideration by the City of Antioch Community Development Department - Planning Division.

Background Information:

The subject parcel is assigned a General Plan Land Use (GPLU) Designation of Open Space (OS) consistent with the current 2003 City General Plan (GP) that is currently in effect. The property has been assigned a zoning designation of R6. The R6 zoning designation is not supported under the current GP land Use Designation of Open Space. The assigned General Plan Land Use Designation overrides the current Zoning Designation of R6 creating a GP/Zoning inconsistency. The owner and the Good Change Management development team are seeking a resolution to this land use inconsistency.

As discussed in the past, the City's current PDP review process appears to be the optimum process to seek direction from Community Development Staff, Planning Commission and City Council as to the appropriate use of the subject property. The owner/applicant desires to change the Land Use designation from Open Space to Medium Low Density Residential (6Du/acre), which is a Land Use Designation that supports the current designated R6 Zoning. This would result in a compatible GPLU/Zoning assignment which is also compatible with existing surrounding developments. The application/owner is also seeking direction from staff, Planning Commission and City Council if there is any desire from the City's position to densify the project to provide more housing units and assist the City meet its future RHENA requirements.

Site Development Footprint:

The subject parcel is subject to unique existing topographic relief. Development of the property is limited only to a development footprint that occupies the existing flat pad area reflected on the PDP Submittal documents.

The application is a standard PDP Submittal, consistent with the City's current submittal requirements. The purpose of the PDP application comprises two (2) primary goals and objectives:

1. Obtain objective direction from Planning Staff, Planning Commission and City Council that a General Plan Amendment Application could be supported by Planning Staff, Planning Commission and City Council, subject to appropriate findings, CEQA compliance and final Conditions of approval under a GPA application.
2. Obtain objective direction from Planning Staff, Planning Commission and City Council relating to options to densify the project under a General Plan Designation of Medium Density Residential (10 du/acre) and High Density Residential (up to 20 du/acre). Under this objective the development footprint would not change from the development footprint reflected for the proposed R6 Zoning option.

On behalf of the Property owner, I and all members of the Good Chance Development team look forward to collaborating with you, Planning staff and both the Planning Commission and City Council Members in undertaking this challenging task.

I trust this provides you with the documentation that you require. If you need any additional information, please contact me at this office.

Sincerely Yours,

Michael Milani

Michael Milani

Project Manager – Milani & Associates

MEM:

Enclosures: PDP Application with supporting documentation

Cc: Denise Chng
Benjamin Tarcher

GOOD CHANCE LOTS
PRELIMINARY DEVELOPMENT PLAN
CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIOFRNIA

GENERAL NOTES:

1. OWNER:

GOOD CHANCE MANAGEMENT LLC
7817 OAKPORT ST, #205
OAKLAND, CA 94621-2036
PHONE (510) 368-6666
ATTN: DENNISE CHUNG
EMAIL: dennies@gmail.com
2. ARCHITECT:

BENTARCHER ARCHITECTS
338 OLEMA RD, FAIRFAX, CA 94930
PHONE (510) 841-7109
ATTN: BENJAMIN TARCHER
EMAIL : ben@bentarcherarchitects.net
3. CIVIL ENGINEER:

MILANI & ASSOCIATES
2655 STANWELL DRIVE, SUITE #105
CONCORD, CA 94520
PHONE (925) 674-9082
ATTN:MICHAEL E MILANI
RCE 35121 EXP 09-30-2025
PLS 5311 EXP 12-31-2023
EMAIL: mmilani@milani-eng.com
4. GENERAL PLAN DESIGNATION:

OPEN SPACE
5. EXISTING ZONING:

R-6
6. PROPOSED ZONING:

PD – PLANNED DEVELOPMENT (R6 SHELL)
7. TOTAL PROPOSED NUMBER OF PARCELS & NET COVERAGE :

UP TO 13 RESIDENTIAL UNITS
8. ASSESSOR PARCEL NUMBER:

076-021-006
9. SITE ADDRESS:

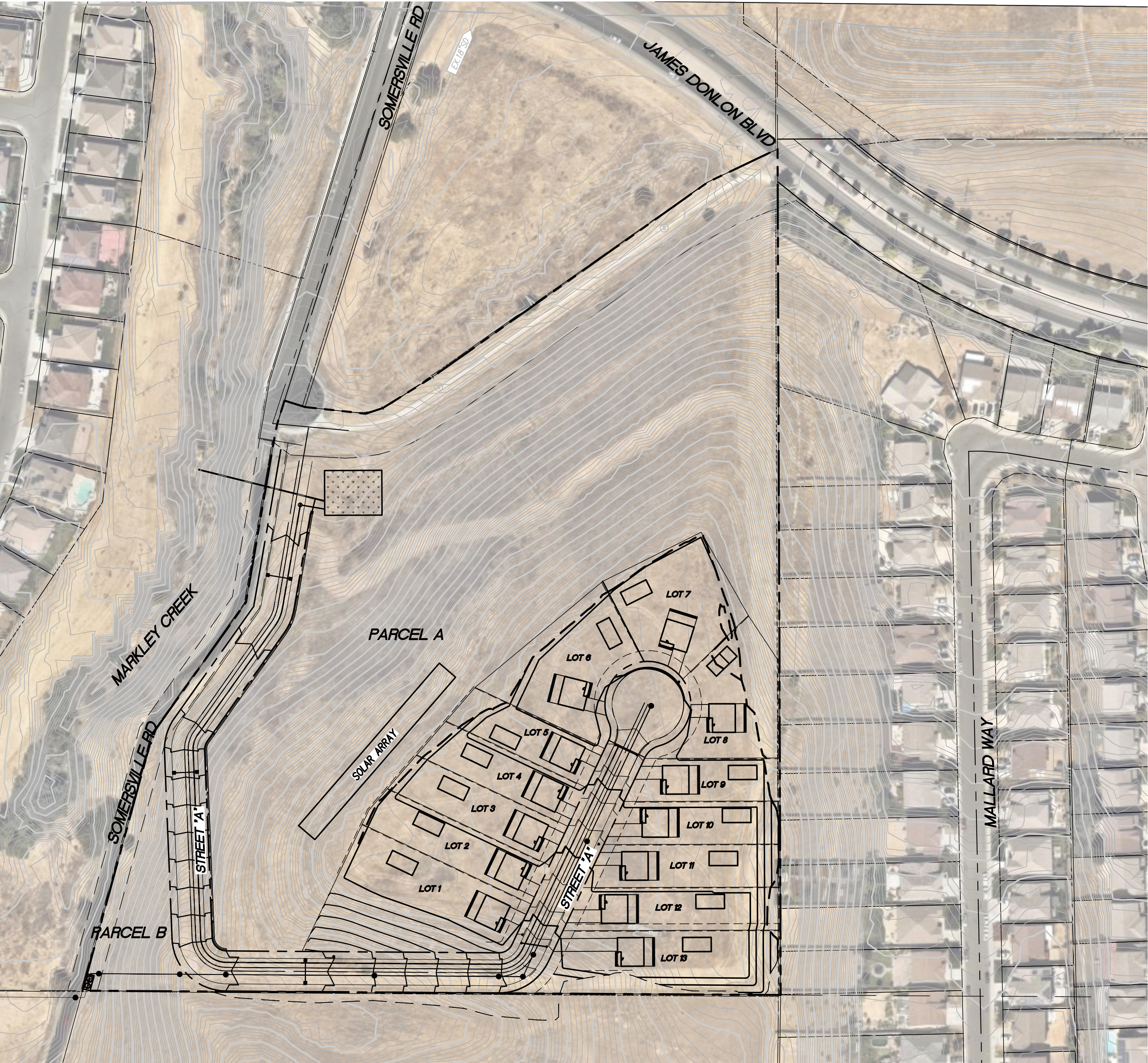
JAMES DONLON BLVD, ANTIOCH, CA 94509
10. SITE ACREAGE:

16.15 ACRES +/-
11. SITE UTILITIES

WATER – PUBLIC – CITY OF ANTIOCH
STORM DRAIN – PRIVATE WITH CONNECTION TO CITY OF ANTIOCH PUBLIC MAIN
SANITARY SEWER – CITY OF ANTIOCH/DELTA DIABLO SANITARY DISTRICT
POLICE – CITY OF ANTIOCH
FIRE – CONTRA COSTA COUNTY CONSOLIDATED FIRE DISTRICT
GAS & ELECTRIC – PACIFIC GAS & ELECTRIC
PHONE– AT&T
CABLE – COMCAST
12. SITE STRUCTURES:

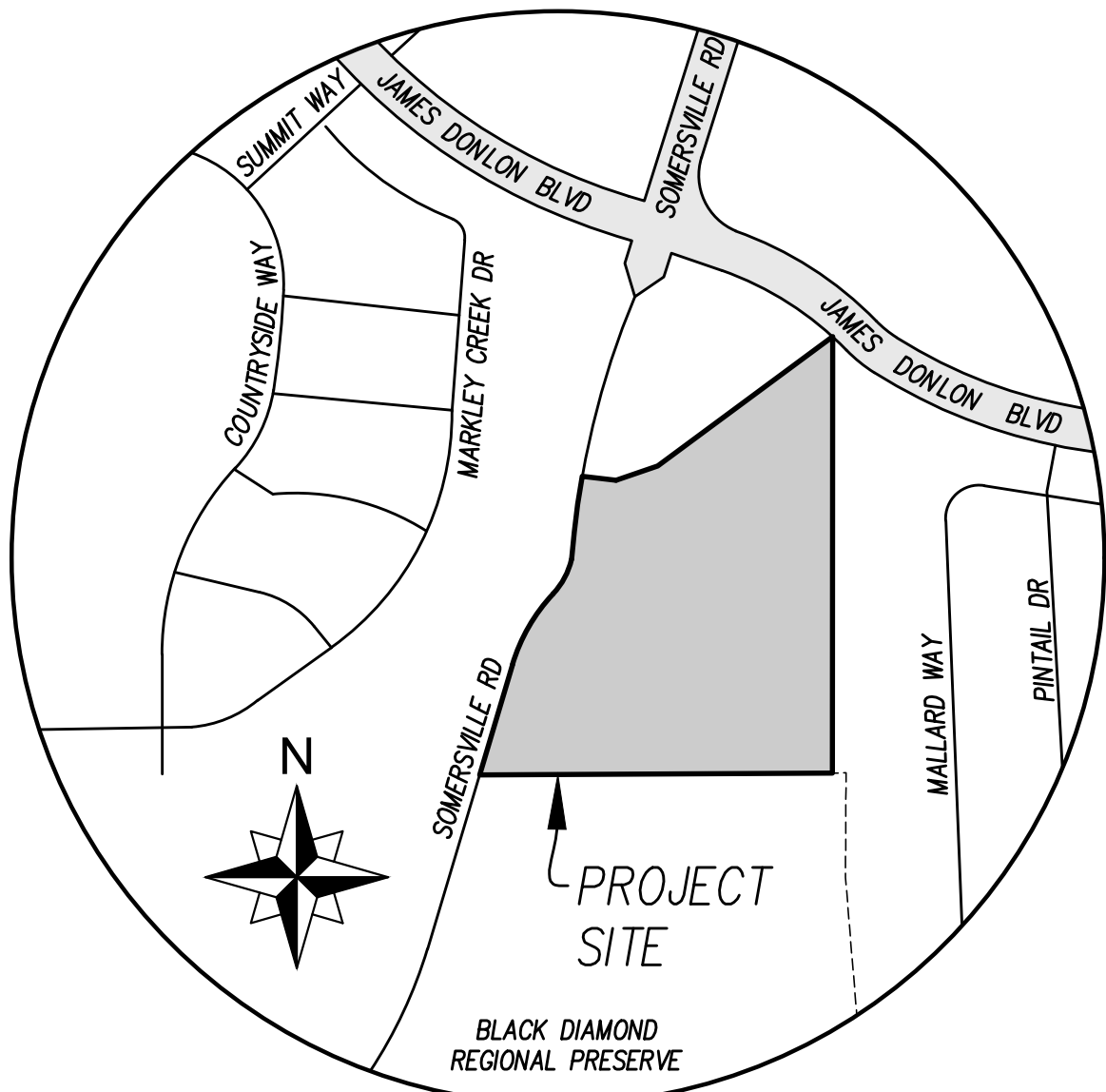
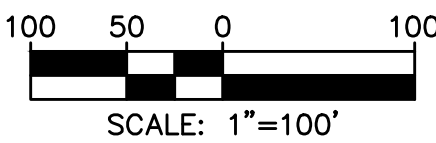
NONE
13. FEMA:

FLOOD ZONE DESIGNATION: THE SITE IS INCLUDED IN FLOOD ZONE 'X' PER FEMA PANEL 326 OF 602 AND MAP NUMBER 06013C0326F



OVERALL PROJECT SITE PLAN

SCALE: 1" = 300'



VICINITY MAP

N.T.S.

BENCHMARK

THE BASIS OF BEARINGS FOR THIS PROJECT ARE TWO FOUND STREET MONUMENTS ALONG MALLARD WAY AS SHOWN ON THE MAP OF SUBDIVISION TRACT 6921, FILED NOVEMBER 4, 1988 IN BOOK 327 OF MAPS AT PAGE 27, CONTRA COSTA COUNTY RECORDS. BEARING TAKEN AS NORTH 01° 13' 16" WEST.

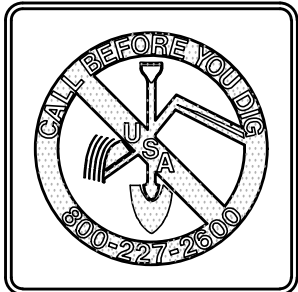
BASIS OF BEARINGS

THE BASIS OF ELEVATION FOR THIS PROJECT IS A BRONZE DISK SET IN A CONCRETE POST AT THE TOP OF A SMALL RISE 0.2 MILES NORTH OF THE ARATA RANCH, 39.5 FEET WEST OF CENTERLINE OF SOMERSVILLE ROAD, 1.8 FEET NORTHWEST OF A WITNESS POST, 0.5 FEET EAST OF A FENCE, AS SHOWN ON CONTRA COSTA COUNTY BENCHMARK SHEET 'BM #1060'. ELEVATION TAKEN AS 232.631 FEET.

SHEET INDEX	
SHEET NUMBER	DESCRIPTION
C1	TITLE SHEET, NOTES, VICINITY MAP
C2	PROJECT SITE PLAN
C3	PROJECT INDEX MAP AND ROAD SECTIONS
C4	BOUNDARY AND TOPOGRAPHIC SURVEY
C5	CONCEPTUAL GRADING AND UTILITY PLAN
C6	CONCEPTUAL PROPOSED ROAD PROFILE
C7	CONCEPTUAL SITE LAYOUT
C8	SITE LOTTING
C9	PRELIMINARY ARCHITECTURE

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Concord, CA 94520
Phone: (925) 674-9082
Fax: (925) 674-9279

APN 076-021-006

PRELIMINARY DEVELOPMENT PLAN
TITLE SHEET

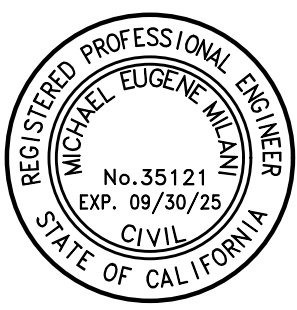
CITY OF ANTIOCH

CONTRA COSTA COUNTY

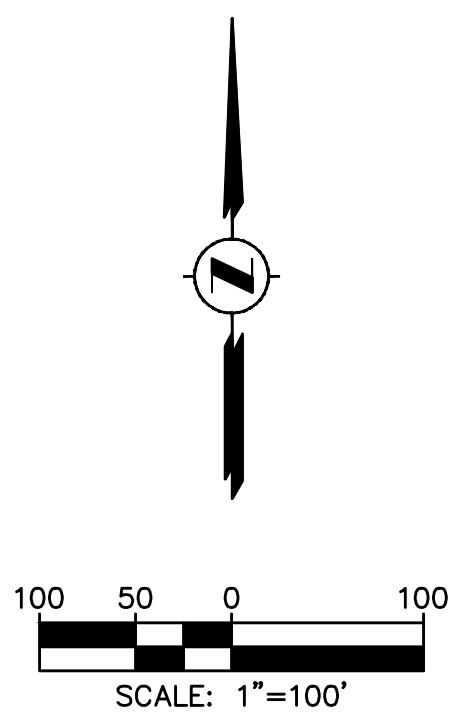
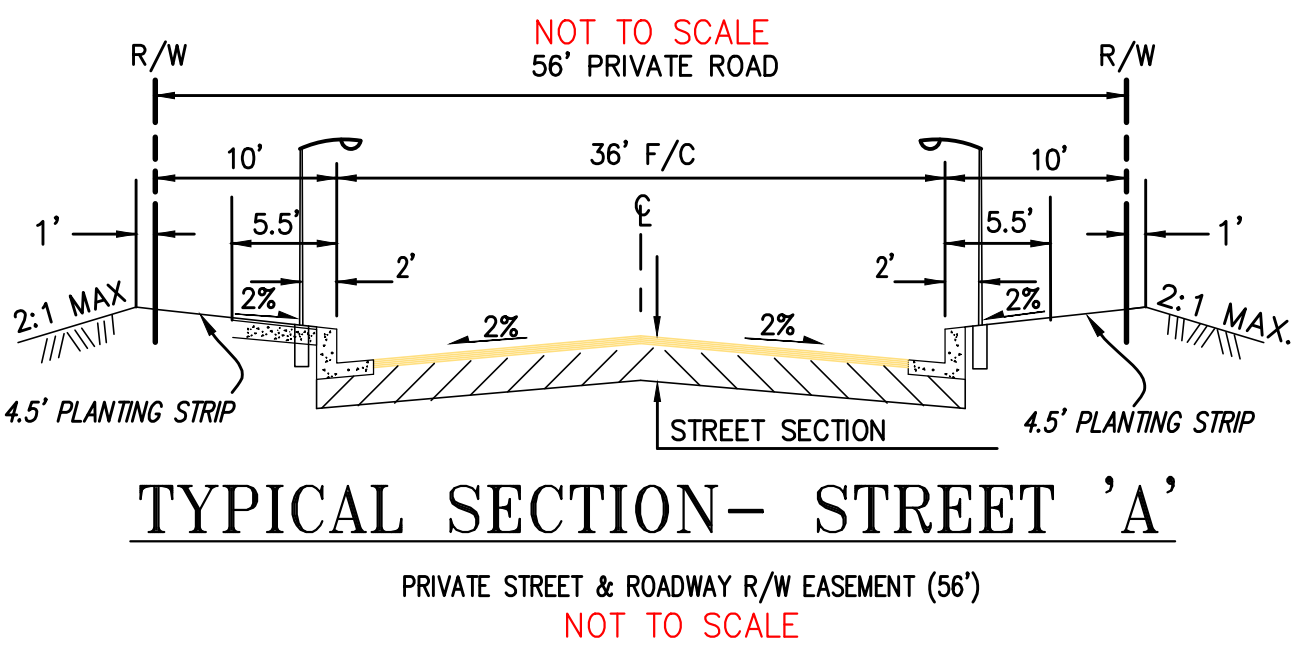
CALIFORNIA

DESIGNED UNDER THE DIRECTION OF:

MICHAEL E. MILANI R.C.E. No. 35121 REGISTRATION EXPIRES 9-30-25 P.L.S. No. 5311 REGISTRATION EXPIRES 12-31-23		DATE
DESIGN: RK	JOB NO: 1351.5	
DRAWN: RK, LML	DATE: AUGUST 2023	
CHECKED: MEM	SCALE: AS SHOWN	



NO.	REVISIONS	BY	APP	DATE	SHEET
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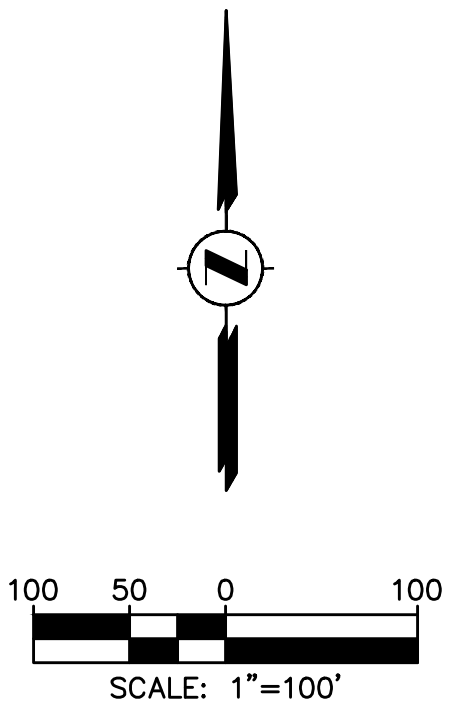
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COUNTRYSIDE WAY



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PRELIMINARY DEVELOPMENT PLAN TOPOGRAPHIC SURVEY

CITY OF ANTIOCH

CONTRA COSTA COUNTY

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P.L.S. No. 5311 REGISTRATION EXPIRES 12-31-23

DESIGN: RK

JOB NO: 1351.5

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PRELIMINARY DEVELOPMENT PLAN PRELIMINARY GRADING & UTILITY PLAN

CITY OF ANTIOCH

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P.L.S. No. 5311 REGISTRATION EXPIRES 12-31-23

DESIGN: RK

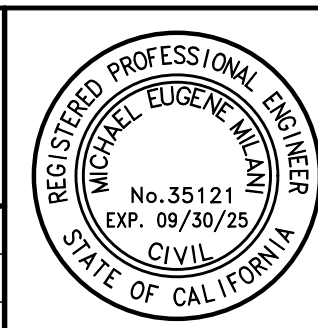
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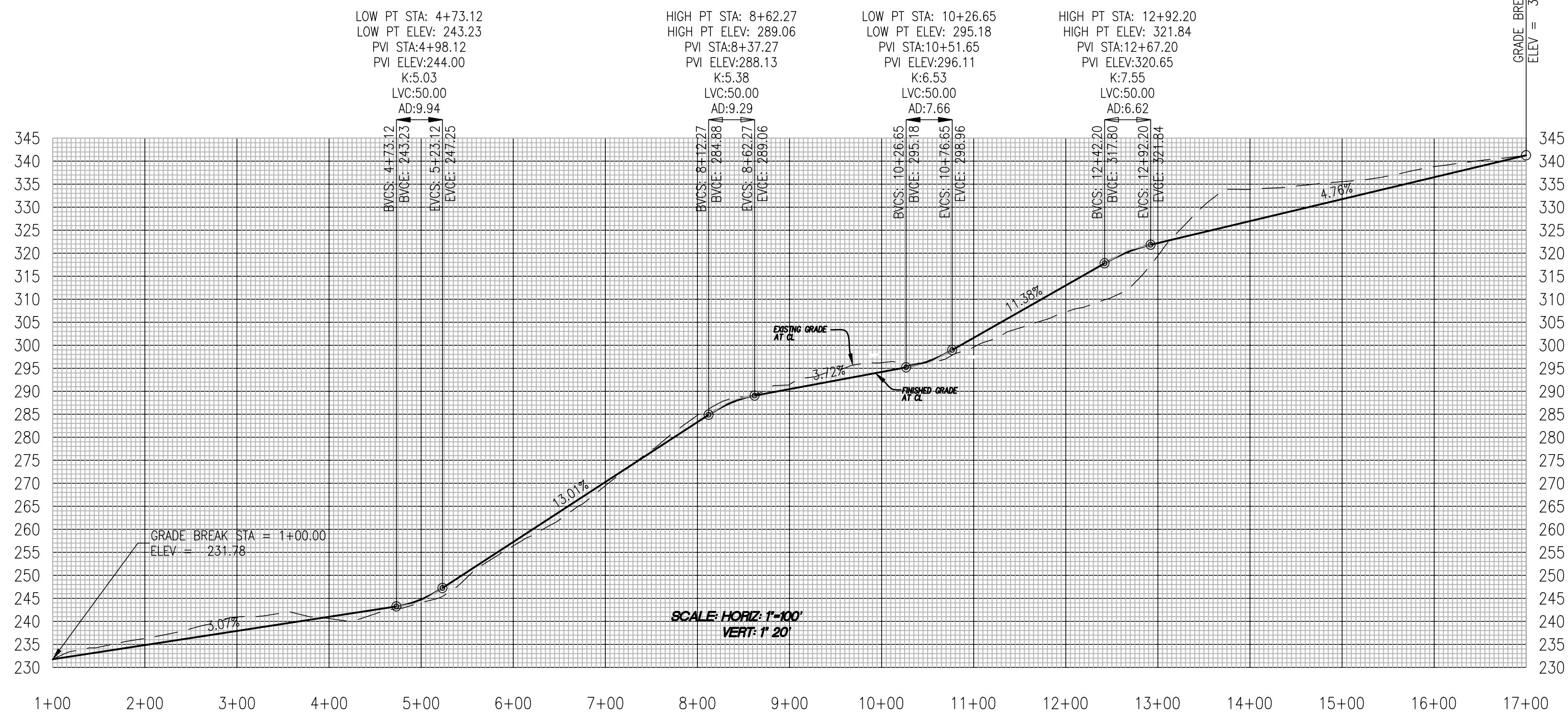
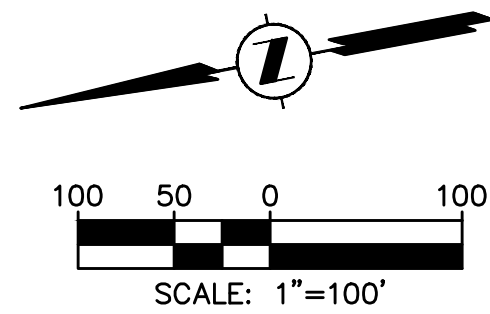
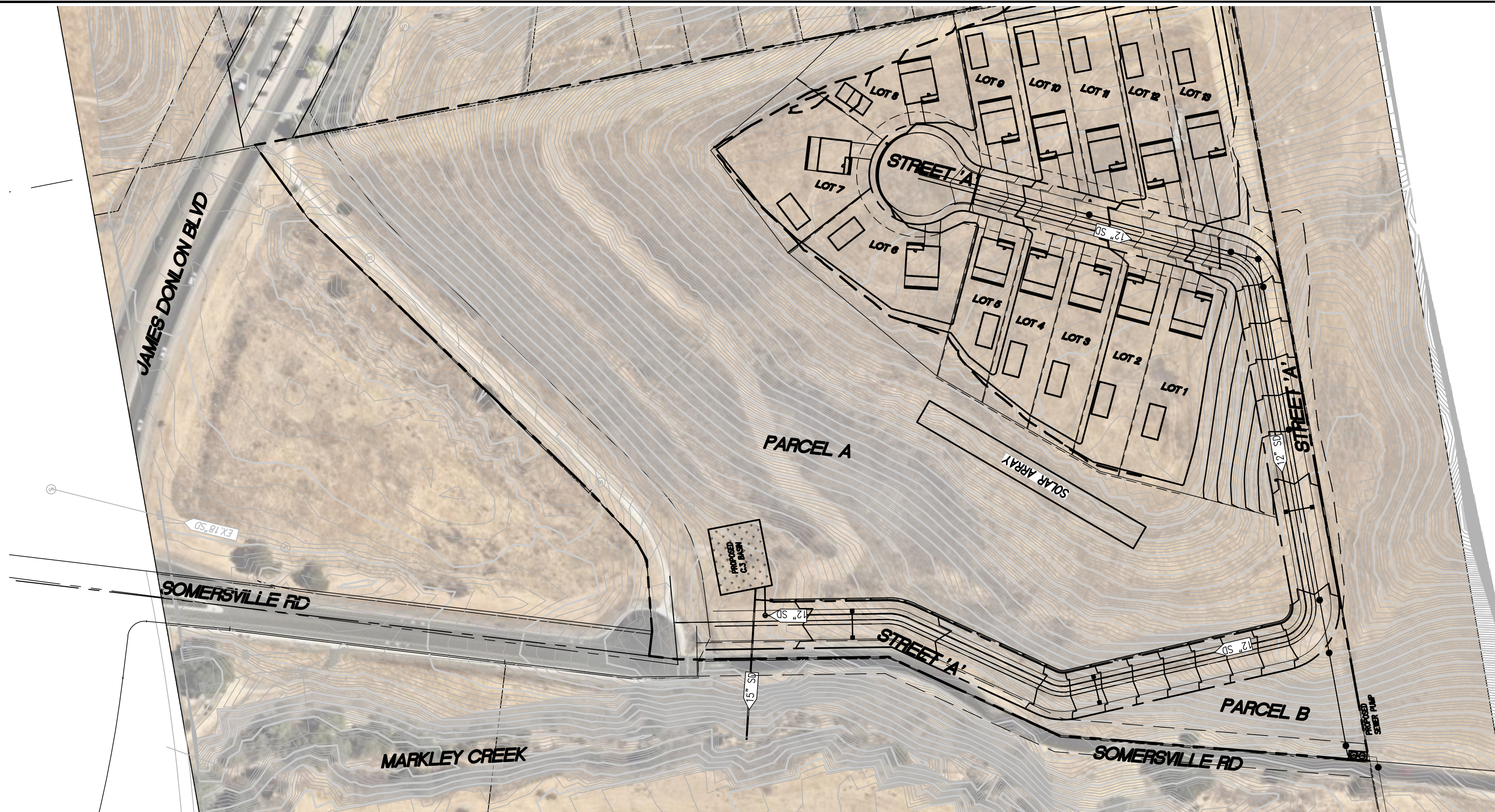
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PRELIMINARY DEVELOPMENT PLAN PRELIMINARY PLAN & PROFILE- STREET 'A'

CITY OF ANTIOCH

CONTRA COSTA COUNTY

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P.L.S. No. 5311 REGISTRATION EXPIRES 12-31-23

DESIGN: RK

JOB NO: 1351.5

DRAWN: RK, LML

DATE: AUGUST 2023

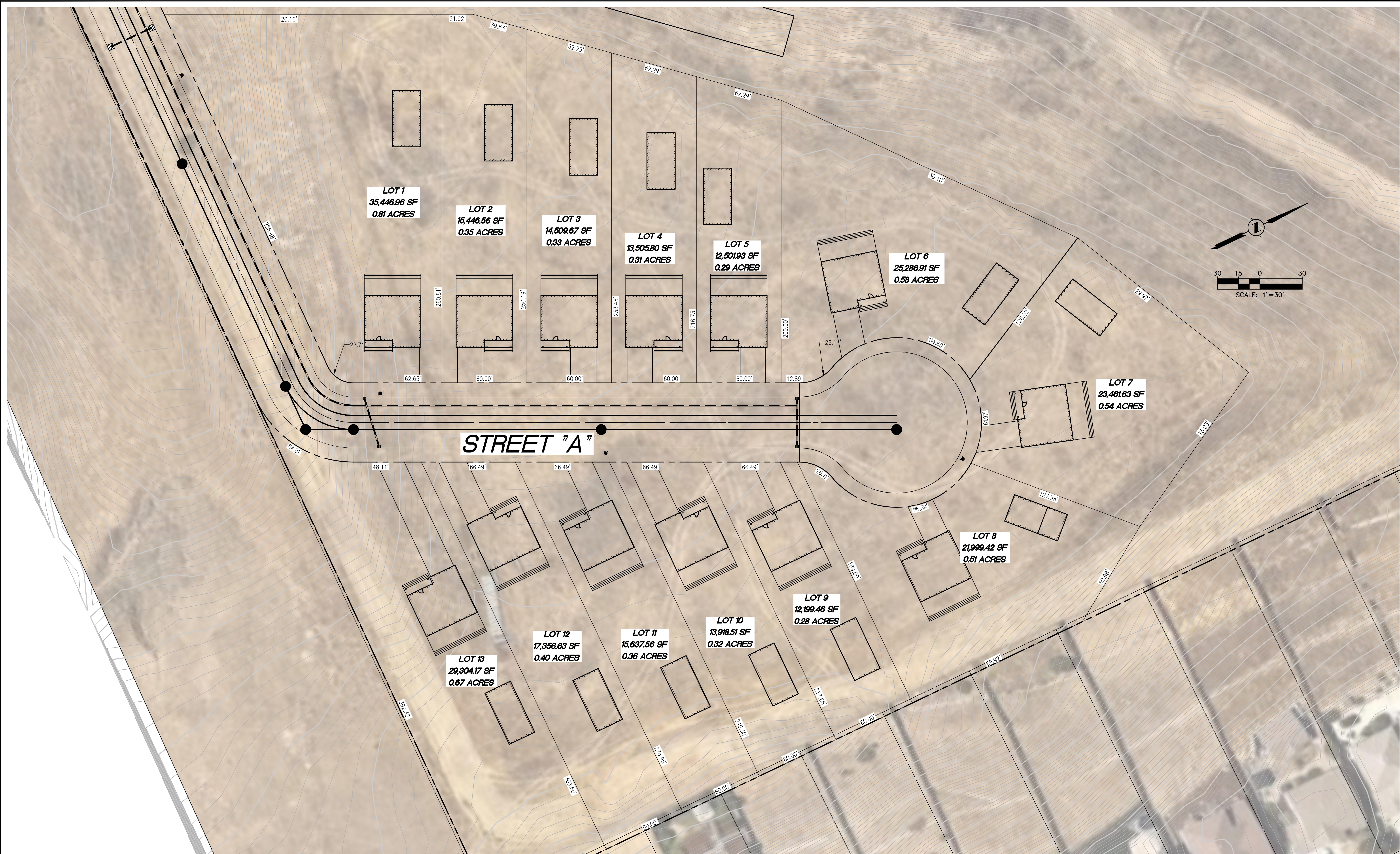
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PRELIMINARY DEVELOPMENT PLAN SITE LAYOUT

CITY OF ANTIOCH

CONTRA COSTA COUNTY

CALIFORNIA

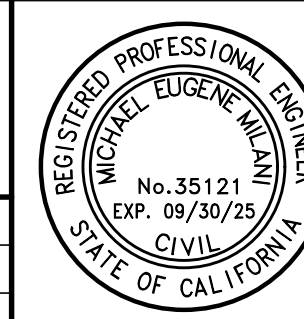
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MICHAEL E. MILANI
R.C.E. No. 35121 REGISTRATION EXPIRES 9-30-25
P.L.S. No. 5311 REGISTRATION EXPIRES 12-31-23

DESIGN: RK
JOB NO: 1351.5

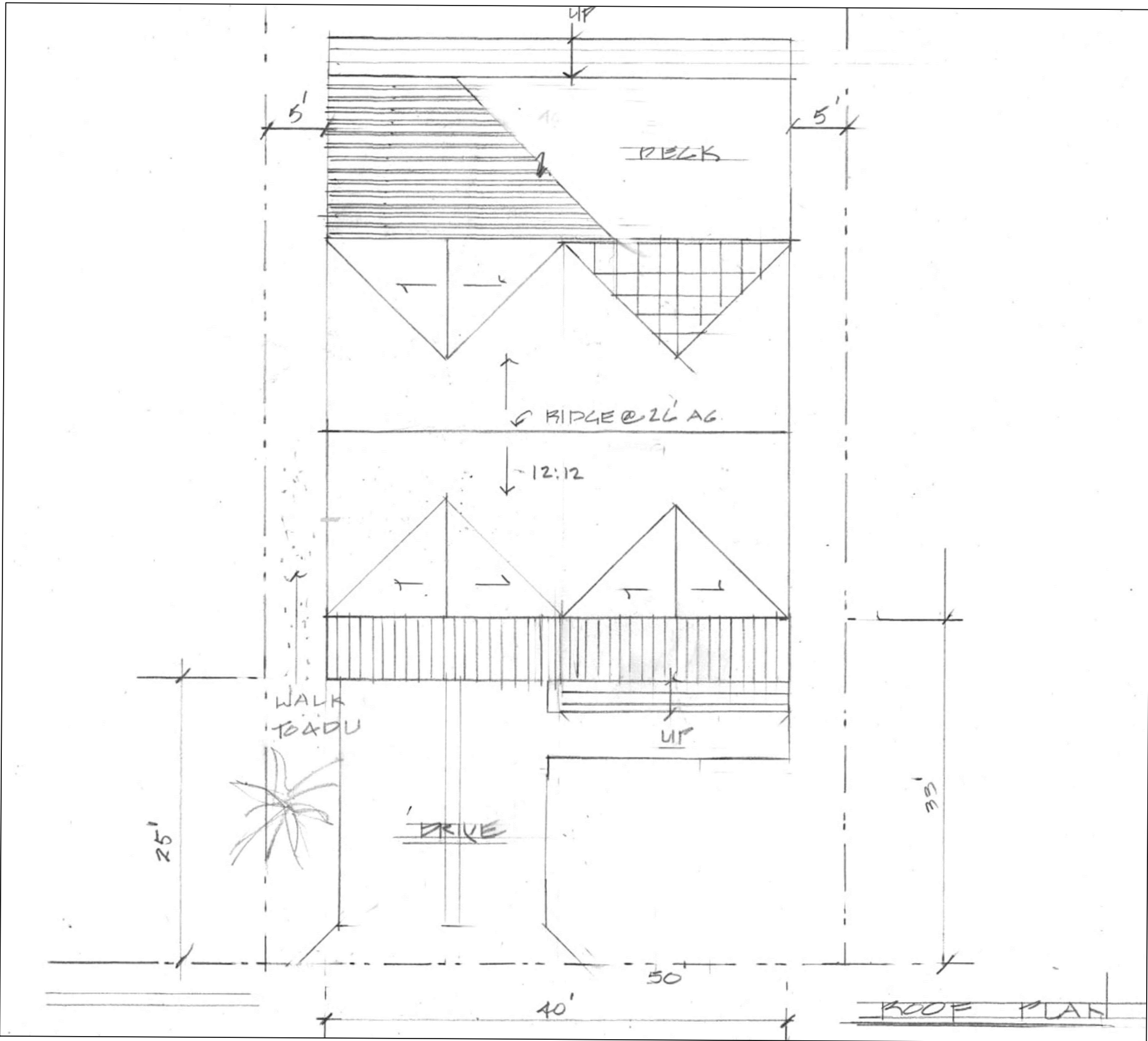
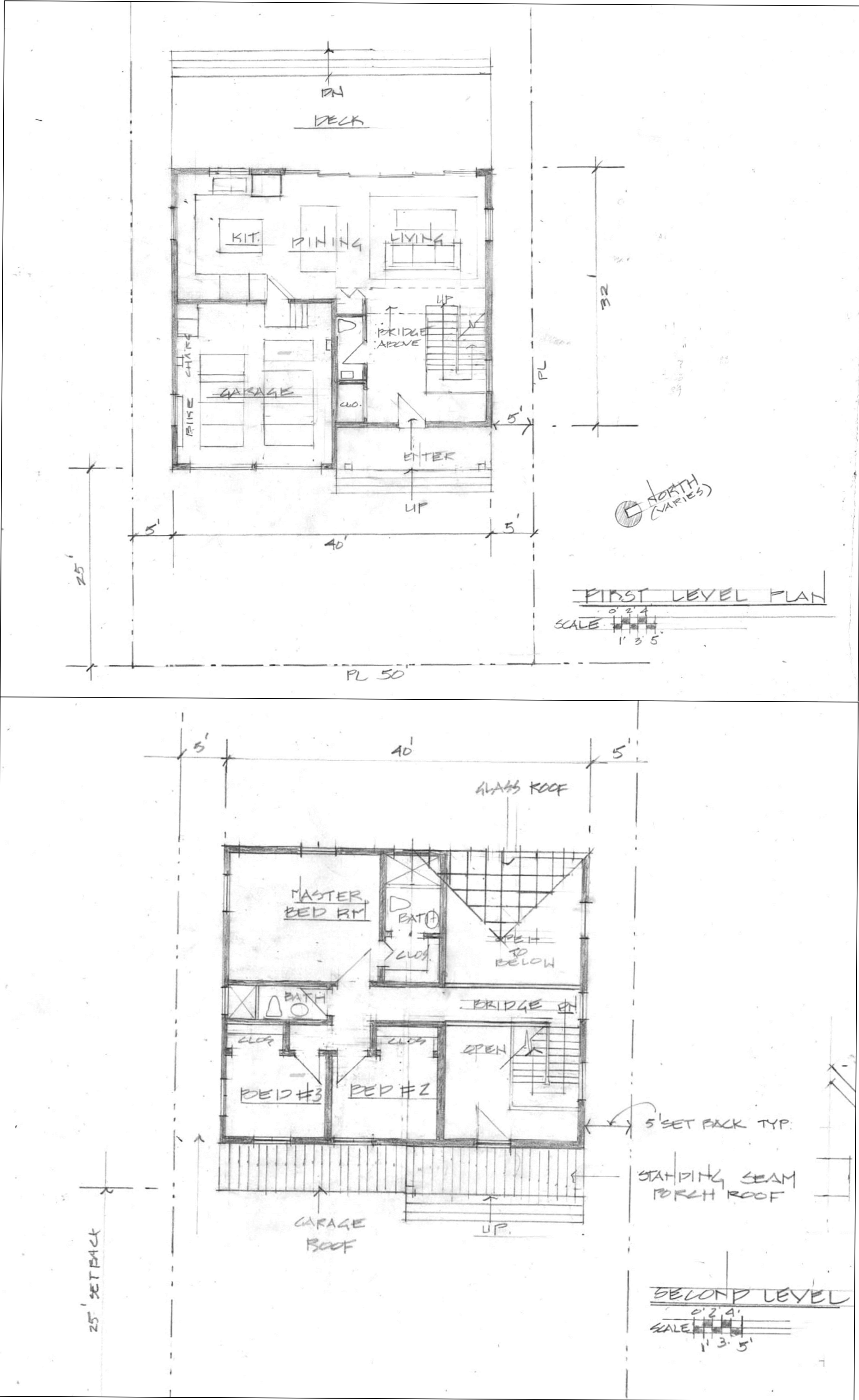
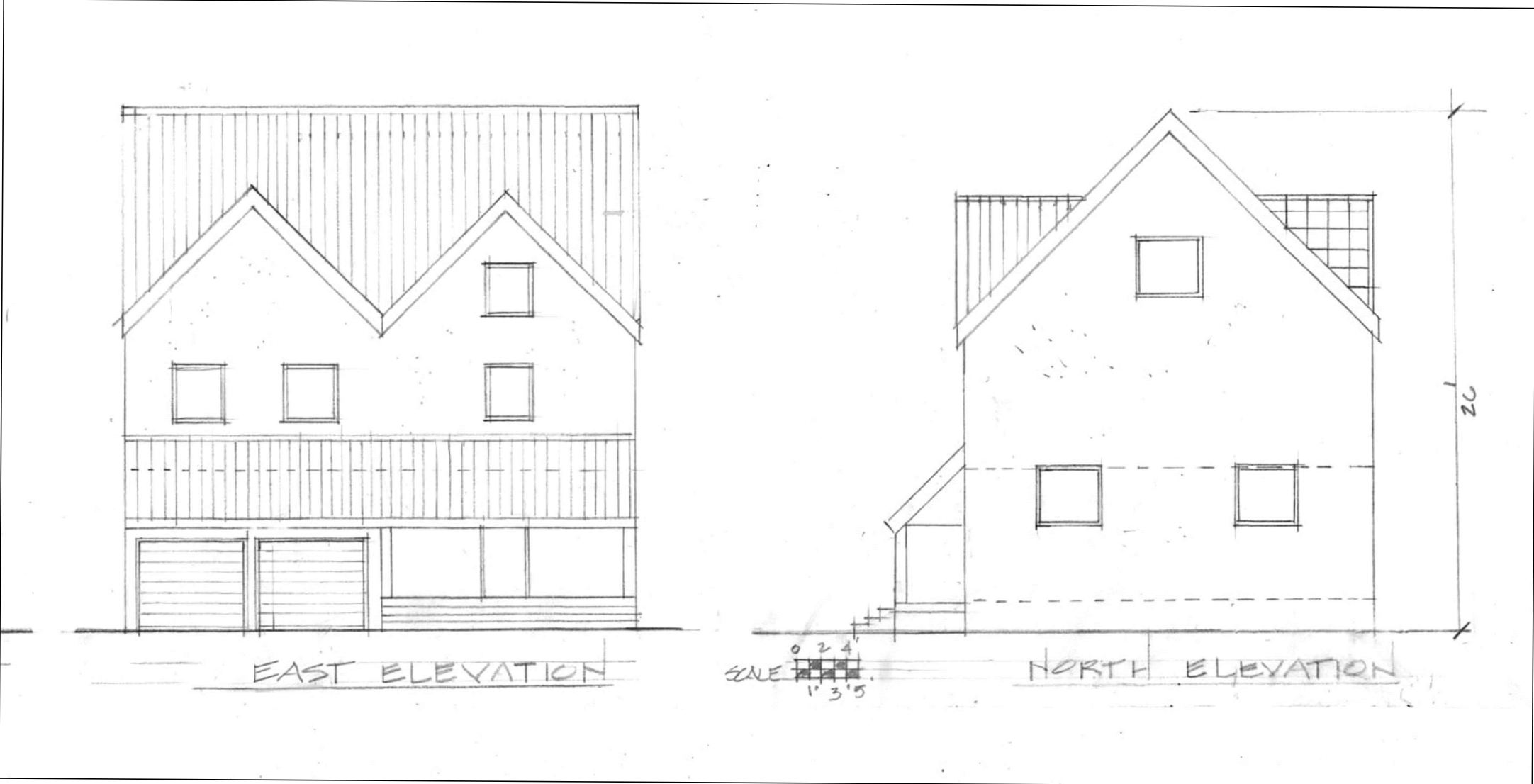
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DATE: AUGUST 2023

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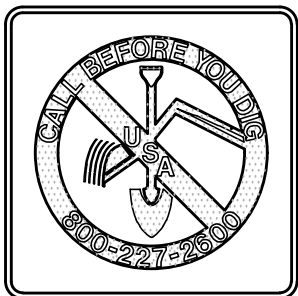


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GOOD CHANCE LOTS
PRELIMINARY DEVELOPMENT PLAN
CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA



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PRELIMINARY DEVELOPMENT PLAN
PRELIMINARY ARCHITECTURE

CITY OF ANTIOCH

CONTRA COSTA COUNTY

CALIFORNIA

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MICHAEL E. MILANI DATE

R.C.E. No. 35121 REGISTRATION EXPIRES 9-30-26
P.L.S. No. 5311 REGISTRATION EXPIRES 12-31-23

DESIGN: RK JOB NO: 1351.5

DRAWN: RK, LML DATE: AUGUST 2023

CHECKED: MEM SCALE: AS SHOWN



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**Good Chance Properties
Preliminary Development Plan
Site Photo Log**

**James Donlon Blvd.
APN 076-021-006
(Refer to Site Photo Exhibit)**



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9



Photo 10



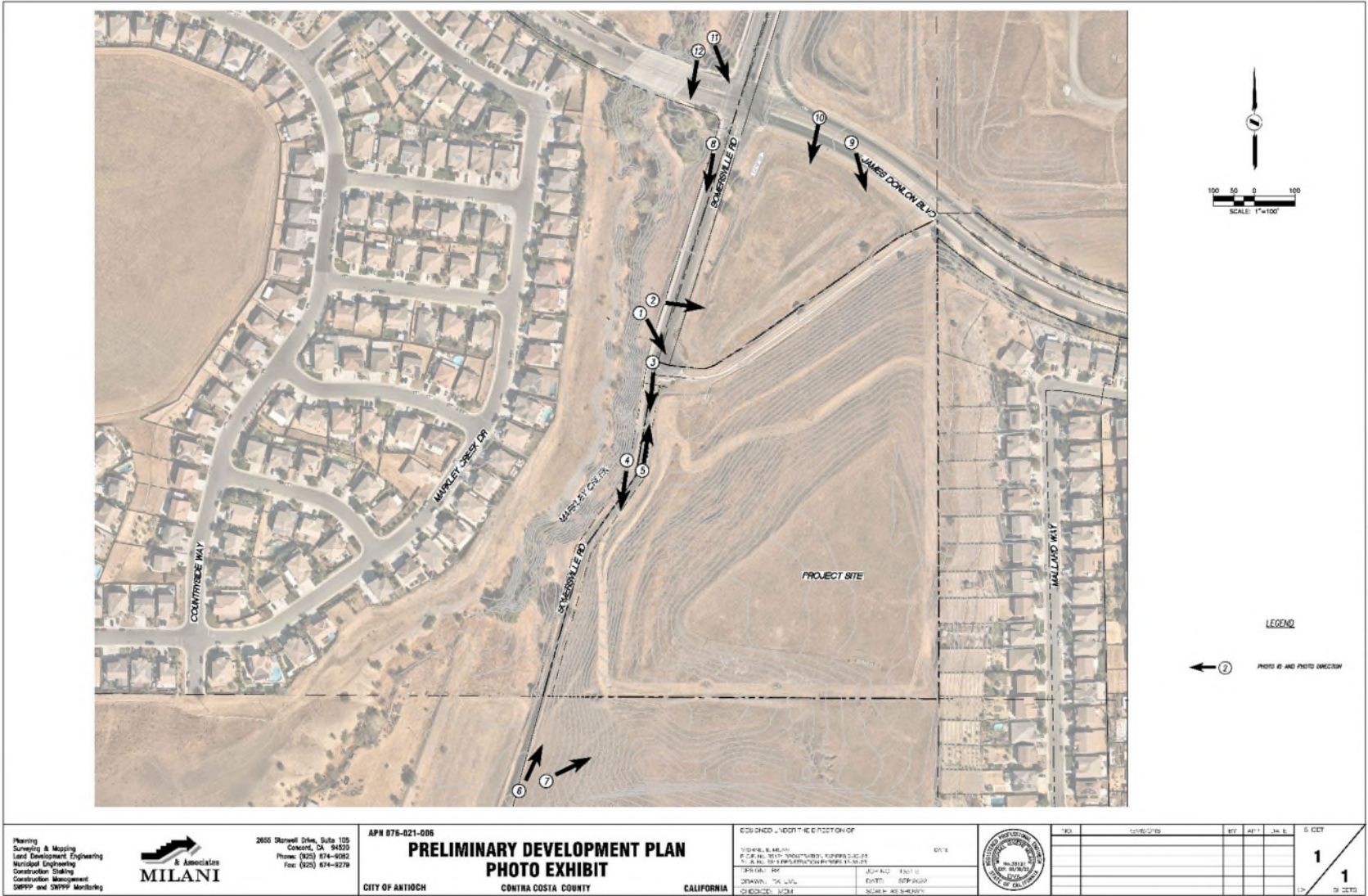
Photo 11



Photo 12

Appendix

(Site Photo Exhibit)



Memorandum

Date: April 16, 2024

To Zoe Marideth, Antioch planning manager.

From: Kevin Van Katwyk, Senior Civil engineer, Interwest group

Re: Review of Good Chance Properties Project at Somerville Road.

Dear Zoe,

This is our engineering completeness and engineering issues review of the following Good Chance Properties Project at Somerville Road in Antioch.

Incompleteness

The following items we found to be incomplete with the submittal.

1. **The project is not in compliance with County and State clean water C3 requirements.**
The applicant needs to provide documentation that he has completed the standard preliminary analysis of impervious and pervious surfaces and introduced clean water measures and details that his project will clean water by various methods. The submittal did not contain any calculations showing compliance to C3 requirements of the sizing of the proposed retention basin nor did it provide a detail of the basin showing how it will clean the water from the roadway of oils and sediments.
2. **Need a Geotechnical investigation Included with the submittal.** Included with the submittal of this residential project must provide a **recent copy of soils report** documenting the characteristics of natural soils located on the project is compatible with the proposed development plan. This project is located close to an existing landfill, and we need to see the limits of the existing landfill and will this landfill have any influence on the location of the proposed residential lots and proposed location of the homes and utilities to be constructed. The stability of the slopes should also be verified by a professional soil engineer and that the parcel is safe to build the proposed residential homes on the property. Please provide a soils investigation with this application.
3. **The boundary shown on the plans differs from the boundary of the parcel shown on the title report.** The applicant does not clearly identify the existing boundary of the project parcel in the plan submittal and nor does the boundary shown on the maps agree with parcel lines shown on the title report. Please provide a record of the survey to clarify the parcel boundary issues (See below). The boundary shown on the development plans must match the boundary on the record of survey.
4. **Need a Record of survey completed with the County.** Due to legal description of the record boundary, the widening of the access road, the construction of a cul-de-sac at the end of Somerville Road, the ROW is not correctly shown on the submitted maps nor is the ROW identified on title report. The development maps do not show any physical monuments that were surveyed. The Record of Survey needs to be completed that will also

show the locations of existing water utilities located in the existing parcels that are not shown. There is much evidence of physical changes and that there are material discrepancies with the boundary of existing parcel information provided in this submittal that the record boundary needs to be cleared these issues with the county surveyor. Please prepare and file a record of survey of this existing parcel by a professional surveyor that is verified by the County surveyor. The city requires a record of survey of this parcel to be completed and signed by the county surveyor before the parcel will be considered for the application of a subdivide. on per the land surveyors act (section 8762).

5. **Need a tentative map included with submittal.** For the subdivision of this original parcel to be subdivided into smaller residential lots, the applicant must file a tentative map labeled “tentative map subdivision XX” with a subdivision map number provided by the county of Contra Costa in accordance with the local county map act. This submittal is complete until it has a plan labeled tentative map with a map number per the requirements of the county subdivision map act.

Engineering Issues

C-1

- Provide a preliminary design of the driveway entrance to the subdivision shown on maps.
- Provide annotation of the record boundary of the project with dimensions and annotations of adjacent public right of ways, monumentation based on actual surveyed information of the project parcel shown on the map. This map must file a record of survey with the county before it will be considered for a planning application.

C-2

- Need to document the location of the existing landfill areas of the site. Need to identify document the location of all underground ventilation pipes that will need to be maintained.
- Please annotate the existing parcel boundary on every sheet so we can verify that it is shown correctly on each sheet.
- The plan requires significant amount of grading on top of the hill of the project that may not be in compliance with the City of Antioch General plan that requires newly graded lots to blend into the natural hillside.
- The alignment of a new sewer trunk line from this project to flow cross country to connect to existing sewer main located a public main that crosses Markley Creek is not feasible and not acceptable. There is an existing sewer main located closure to the project at the intersection of James Dolan Blvd and Pintail Drive than what is shown.
- Recommend relocation of the pump station and wet well to the driveway entrance to the subdivision so the pump station will have easy access from the public street. Please reroute the sewer truck line from the wet well to the sewer manhole at the intersection of James Dolan and Pintail Drive.

- Recommend the solar array be relocated to the roofs of all the private residents located within the development instead of maintained by the HOA.

C-3

- Provide at least 4 cross sections of the public street into the subdivision of the shown on the plan markups.
- Provide at least two cross sections through the entire subdivision in each major direction so the City Council and commissioners can see what this hillside development will look like from the various directions.

C-4

- Provide annotation of existing ROW of Somerville Road with dimensions of the width of the existing pavement at many locations.
- As stated earlier, please provide the annotation of the existing project parcel boundary.
- Please identify on this sheet the extent of the existing landfill.

C-5

- Provide on the plan all retaining walls on both sides of Street A that need to be constructed with the grading of the main access drive to the subdivision.
- Provide expanded corner bulbs so two full six pickup trucks can turn the corner in each direction and not have a conflict.
- Please provide a layout of the driveway of the access drive at the cul-de-sac.
- Please provide fencing details and location of the proposed fences of the subdivision.
- Provide a 3' wide concrete drainage ditch along the existing east side fence line with catch drains located at the base of the hill and drainage line to the closest drainage line.
- Per the City grading ordinance, existing uphill lots should not drain into lower neighboring residential lots.
- Please remove all sharp corners of contour lines. This is not practical.
- Please install more drainage swales so lots do not drain onto neighboring properties.
- Per city standards please provide sidewalks on both sides of the street.
- Complete the grading of the cut and fills of the grading of this whole project.

C-6

- As previously stated, provide the design of all hillside retaining walls.
- Provide details of the proposed outfall of a 15' storm drain line to City Creek.
- As stated previously, provide the design of driveway entrance to the access road to the subdivision.

- The length of the 50' long vertical curves is too short for access drive into this subdivision. The vertical curves should be a 75' minimum or more for crest and curves.
- The grade of 13.01% street slope is too steep for normal cars and trucks for access to the residential development. Please present some options.

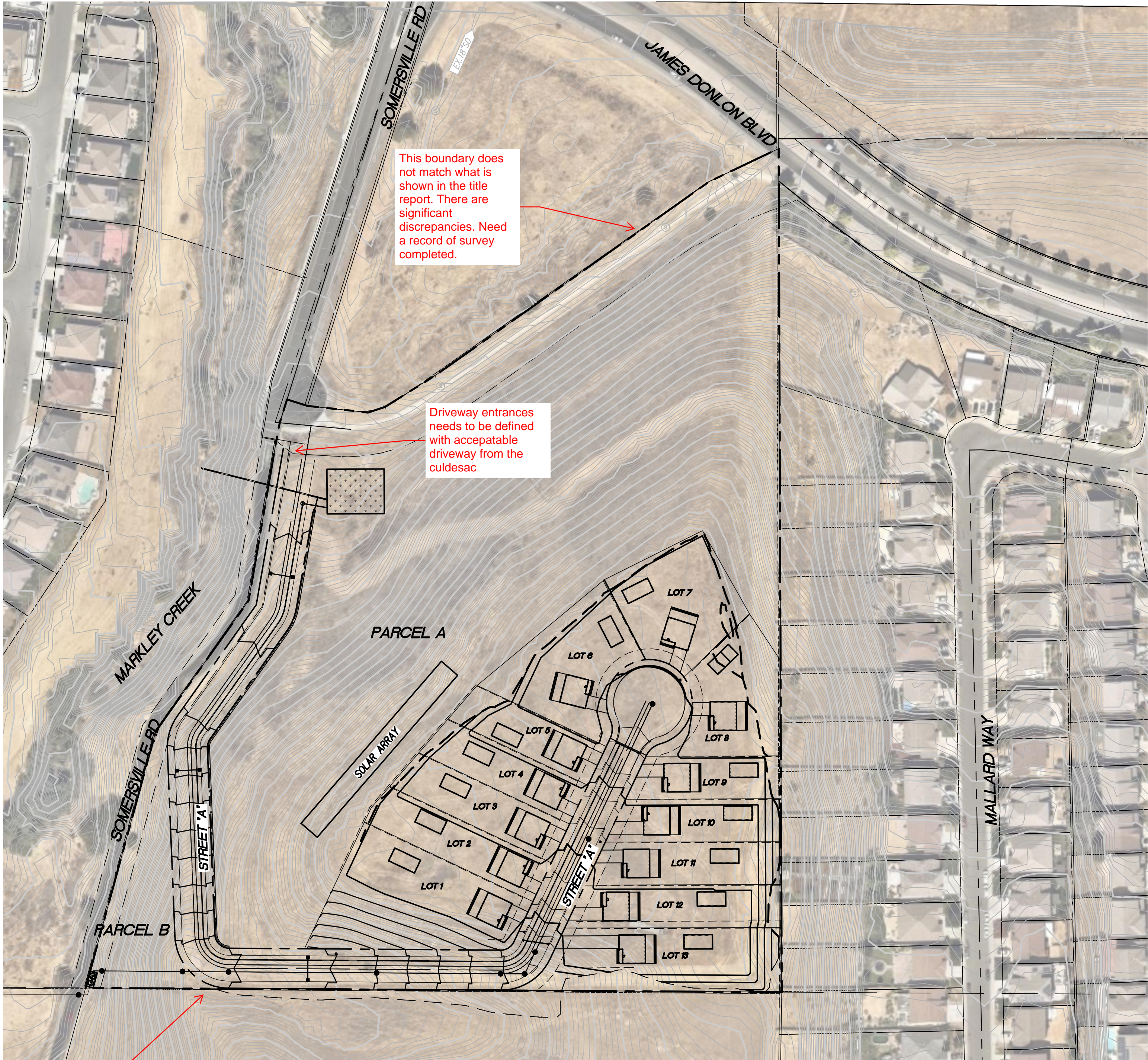
GOOD CHANCE LOTS
PRELIMINARY DEVELOPMENT PLAN
CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIOFRNIA

GENERAL NOTES:

1. OWNER:
GOOD CHANCE MANAGEMENT LLC
7817 OAKPORT ST, #205
OAKLAND, CA 94621-2036
PHONE (510) 368-6666
ATTN: DENNISE CHUNG
EMAIL: dennies@gmail.com
2. ARCHITECT:
BENTARCHER ARCHITECTS
338 OLEMA RD, FAIRFAX, CA 94930
PHONE (510) 841-7109
ATTN: BENJAMIN TARCHER
EMAIL : ben@bentarcherarchitects.net
3. CIVIL ENGINEER:
MILANI & ASSOCIATES
2655 STANWELL DRIVE, SUITE #105
CONCORD, CA 94520
PHONE (925) 674-9082
ATTN: MICHAEL E MILANI
RCE 35121 EXP 09-30-2025
PLS 5311 EXP 12-31-2023
EMAIL: mmilani@milani-eng.com
4. GENERAL PLAN DESIGNATION:
OPEN SPACE
5. EXISTING ZONING:
R-6
6. PROPOSED ZONING:
PD - PLANNED DEVELOPMENT (R6 SHELL)
7. TOTAL PROPOSED NUMBER OF PARCELS & NET COVERAGE :
UP TO 13 RESIDENTIAL UNITS
8. ASSESSOR PARCEL NUMBER:
076-021-006
9. SITE ADDRESS:
JAMES DONLON BLVD, ANTIOCH, CA 94509
10. SITE ACREAGE:
16.15 ACRES +/-
11. SITE UTILITIES
WATER - PUBLIC - CITY OF ANTIOCH
STORM DRAIN - PRIVATE WITH CONNECTION TO CITY OF ANTIOCH PUBLIC MAIN
SANITARY SEWER - CITY OF ANTIOCH/DELTA DIABLO SANITARY DISTRICT
POLICE - CITY OF ANTIOCH
FIRE - CONTRA COSTA COUNTY CONSOLIDATED FIRE DISTRICT
GAS & ELECTRIC - PACIFIC GAS & ELECTRIC
PHONE- AT&T
CABLE - COMCAST
12. SITE STRUCTURES:
NONE
13. FEMA:
FLOOD ZONE DESIGNATION: THE SITE IS INCLUDED IN FLOOD ZONE 'X' PER FEMA PANEL 326 OF 602 AND MAP NUMBER 06013C0326F

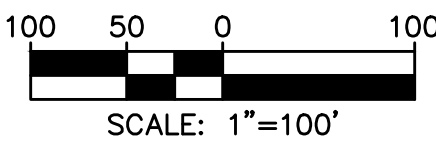
Need a Geotechnical investigation included with this submittal.

KV Submittal requirements 4-15-2024



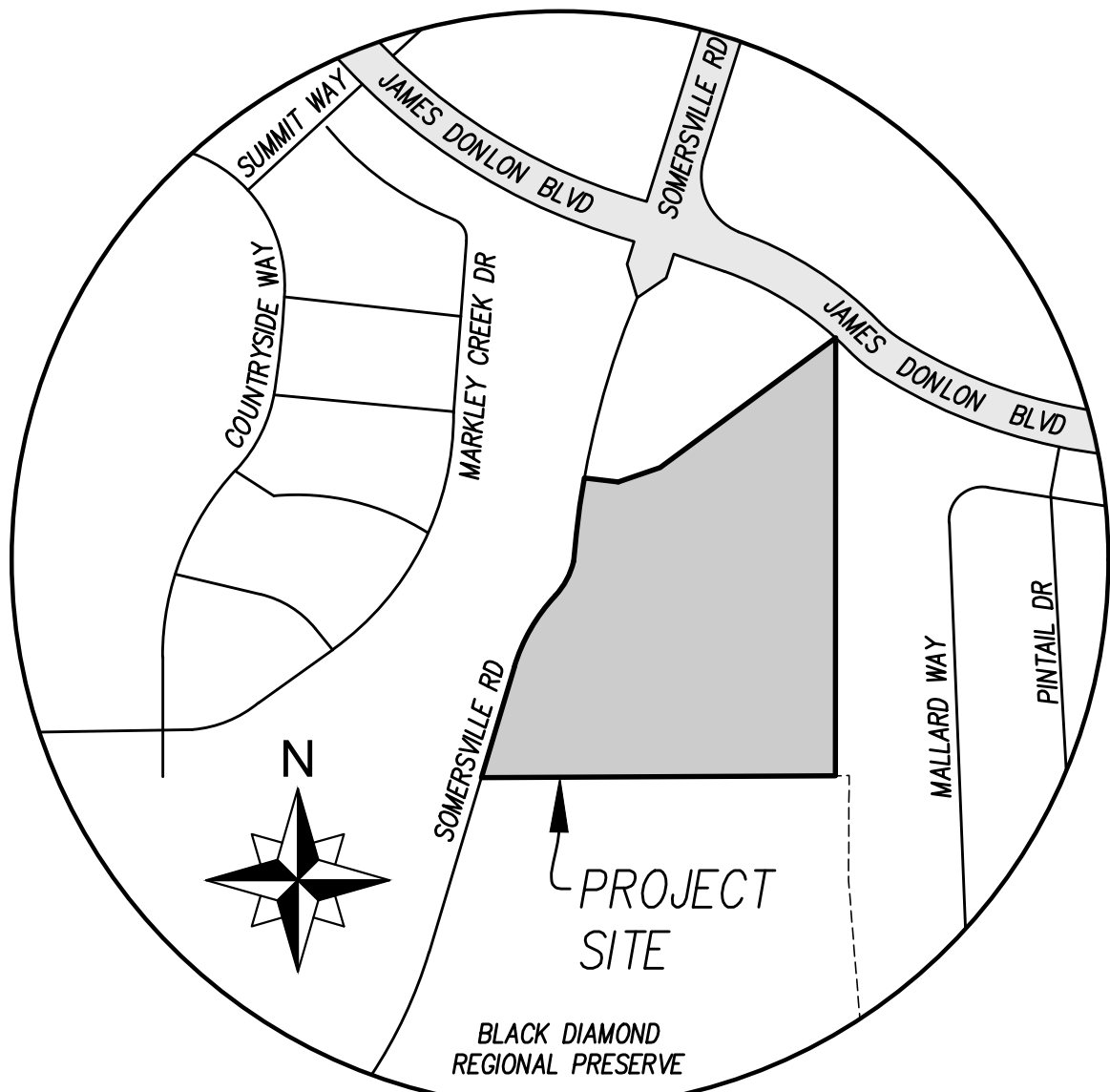
OVERALL PROJECT SITE PLAN

SCALE: 1" = 300'



This application needs to have a tentative map with the application to be complete.

Need a record of survey with this project documenting the location of the existing parcel



VICINITY MAP

N.T.S.

BENCHMARK

THE BASIS OF BEARINGS FOR THIS PROJECT ARE TWO FOUND STREET MONUMENTS ALONG MALLARD WAY AS SHOWN ON THE MAP OF SUBDIVISION TRACT 6921, FILED NOVEMBER 4, 1988 IN BOOK 327 OF MAPS AT PAGE 27, CONTRA COSTA COUNTY RECORDS. BEARING TAKEN AS NORTH 01° 13' 16" WEST.

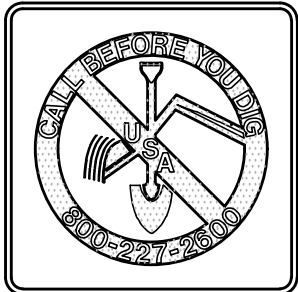
BASIS OF BEARINGS

THE BASIS OF ELEVATION FOR THIS PROJECT IS A BRONZE DISK SET IN A CONCRETE POST AT THE TOP OF A SMALL RISE 0.2 MILES NORTH OF THE ARATA RANCH, 39.5 FEET WEST OF CENTERLINE OF SOMERSVILLE ROAD, 1.8 FEET NORTHWEST OF A WITNESS POST, 0.5 FEET EAST OF A FENCE, AS SHOWN ON CONTRA COSTA COUNTY BENCHMARK SHEET 'BM #1060'. ELEVATION TAKEN AS 232.631 FEET.

SHEET INDEX	
SHEET NUMBER	DESCRIPTION
C1	TITLE SHEET, NOTES, VICINITY MAP
C2	PROJECT SITE PLAN
C3	PROJECT INDEX MAP AND ROAD SECTIONS
C4	BOUNDARY AND TOPOGRAPHIC SURVEY
C5	CONCEPTUAL GRADING AND UTILITY PLAN
C6	CONCEPTUAL PROPOSED ROAD PROFILE
C7	CONCEPTUAL SITE LAYOUT
C8	SITE LOTTING
C9	PRELIMINARY ARCHITECTURE

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2655 Stanwell Drive, Suite 105
Concord, CA 94520
Phone: (925) 674-9082
Fax: (925) 674-9279

APN 076-021-006

PRELIMINARY DEVELOPMENT PLAN
TITLE SHEET

CITY OF ANTIOCH

CONTRA COSTA COUNTY

CALIFORNIA

DESIGNED UNDER THE DIRECTION OF:

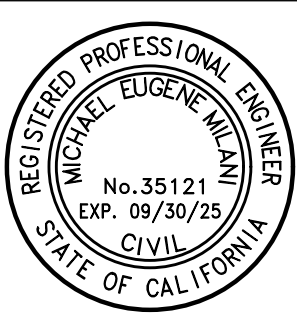
MICHAEL E. MILANI DATE

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P.L.S. No. 5311 REGISTRATION EXPIRES 12-31-23

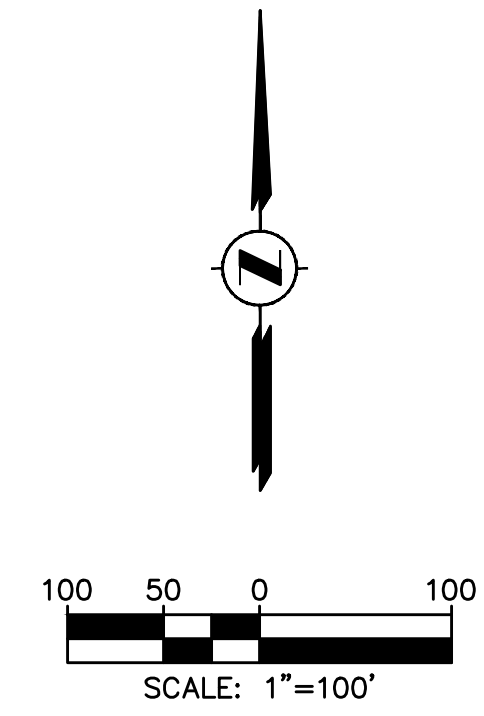
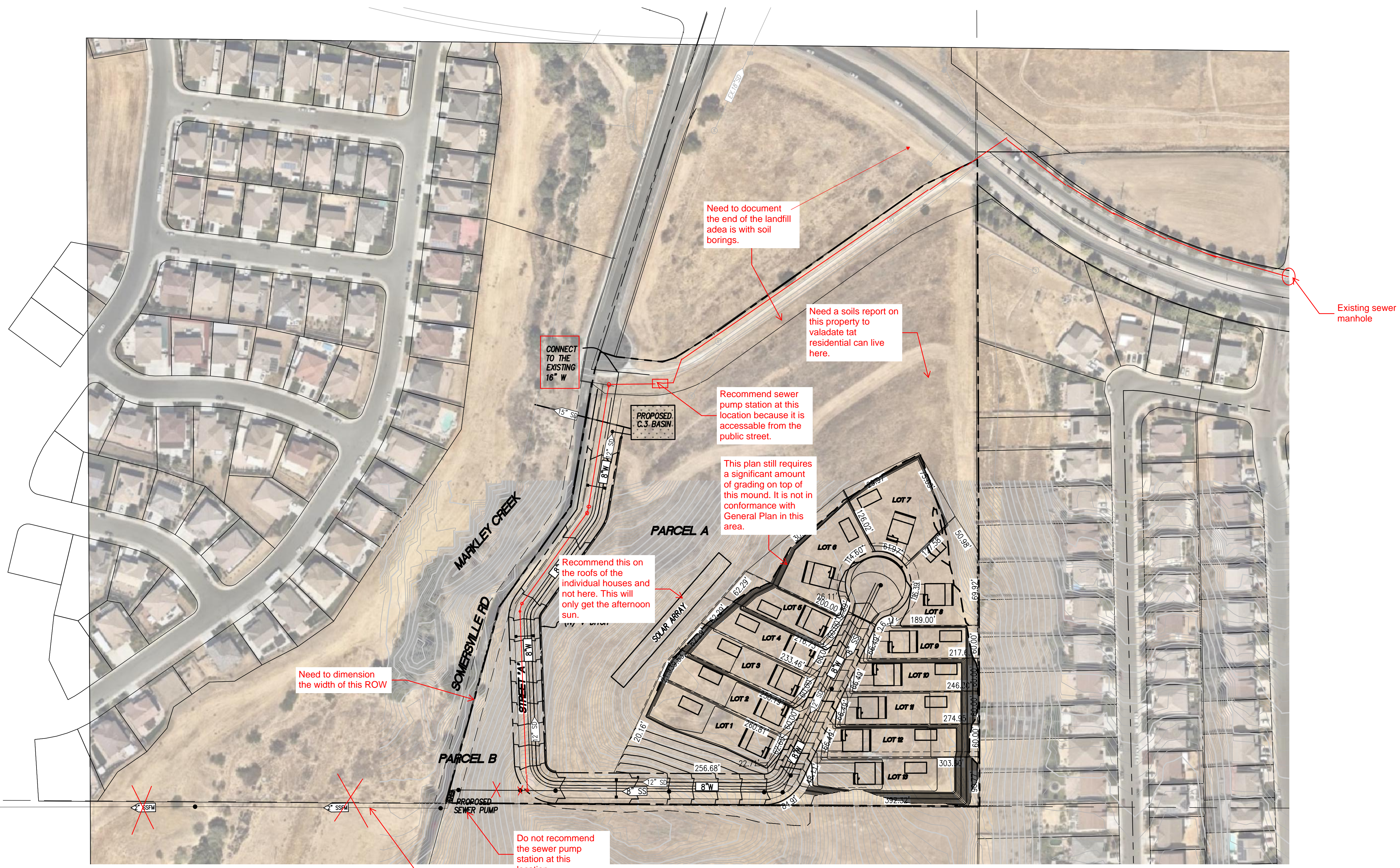
DESIGN: RK JOB NO: 1351.5

DRAWN: RK, LML DATE: AUGUST 2023

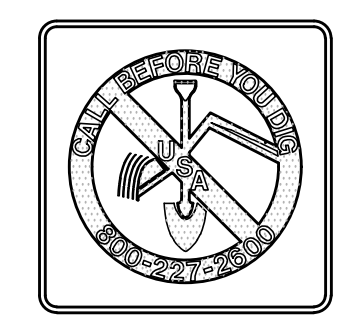
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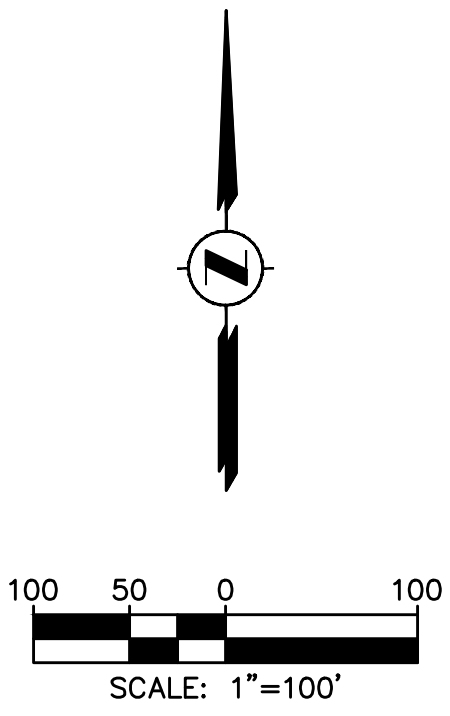
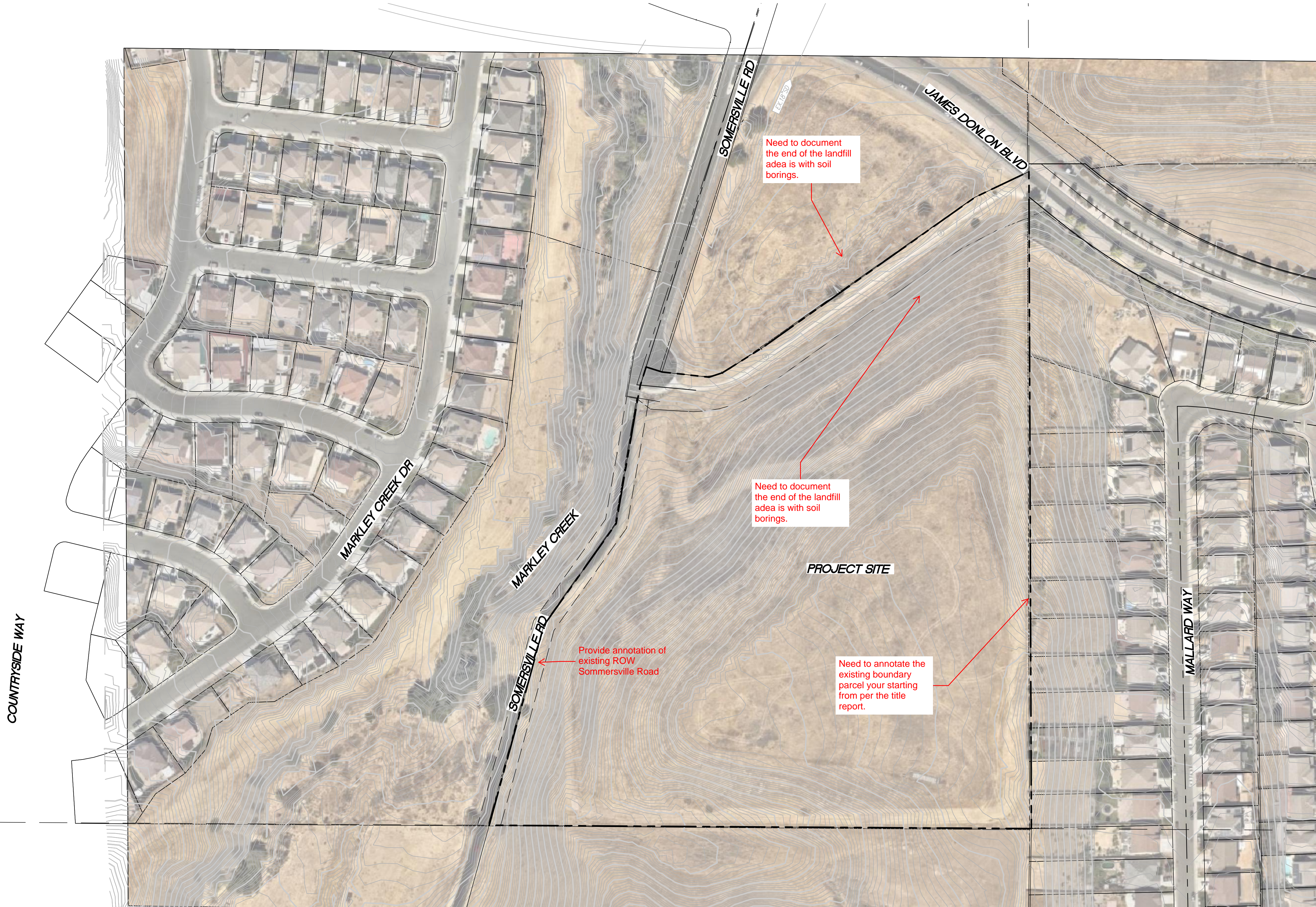
APN 076-021-006

PRELIMINARY DEVELOPMENT PLAN
PROJECT SITE PLAN

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

DESIGNED UNDER THE DIRECTION OF:	
MICHAEL E. MILANI	DATE
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DESIGN: RK	JOB NO: 1351.5
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& Associates

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APN 076-021-006

**PRELIMINARY DEVELOPMENT PLAN
TOPOGRAPHIC SURVEY**

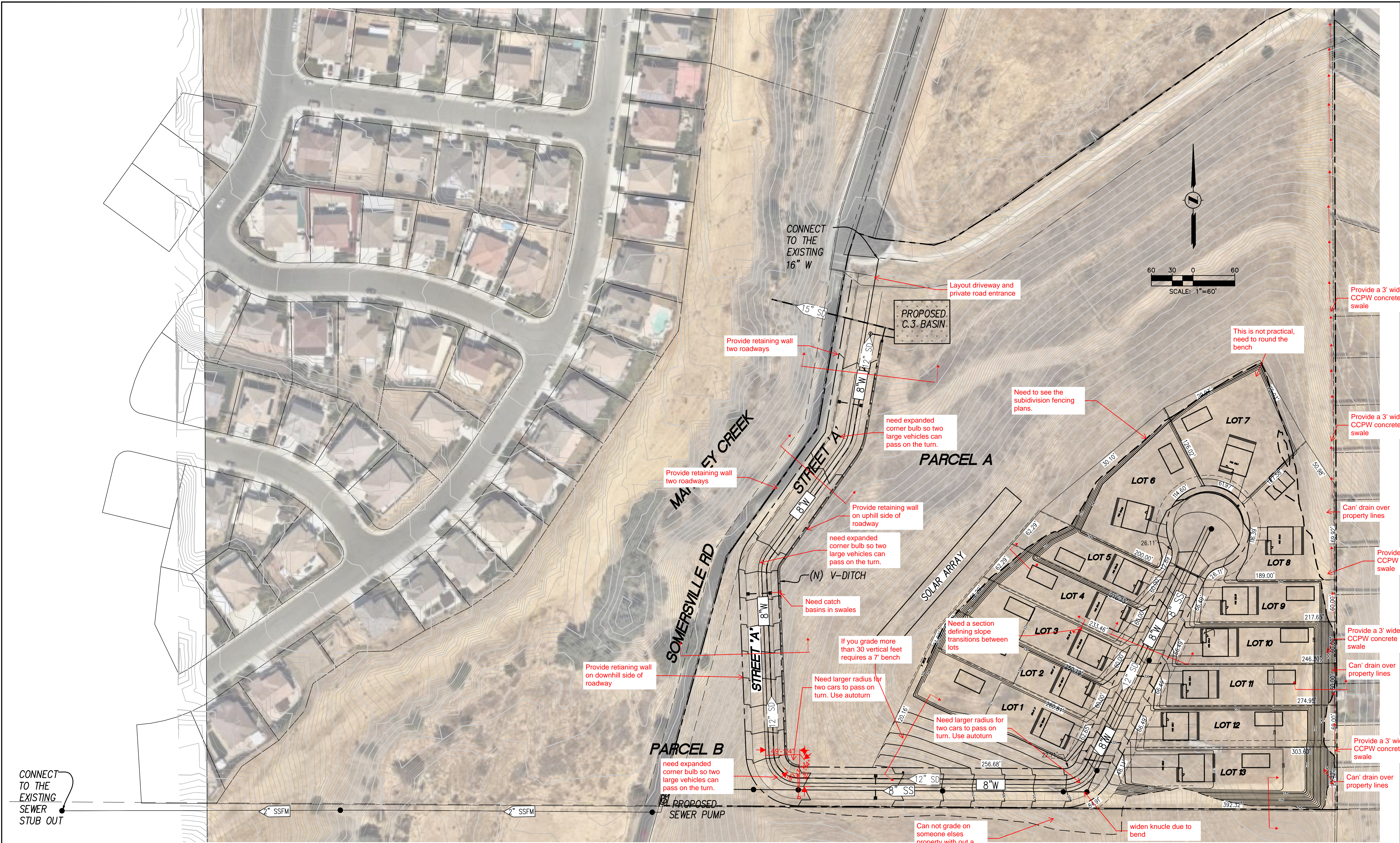
CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

DESIGNED UNDER THE DIRECTION OF:

MICHAEL E. MILANI	DATE
R.C.E. No. 35121 REGISTRATION EXPIRES 9-30-25	
P.L.S. No. 5311 REGISTRATION EXPIRES 12-31-23	
DESIGN: RK	JOB NO: 1351.5
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APN 076-021-006

PRELIMINARY DEVELOPMENT PLAN
PRELIMINARY GRADING & UTILITY PLAN

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

DESIGNED UNDER THE DIRECTION OF:

MICHAEL E. MILANI DATE

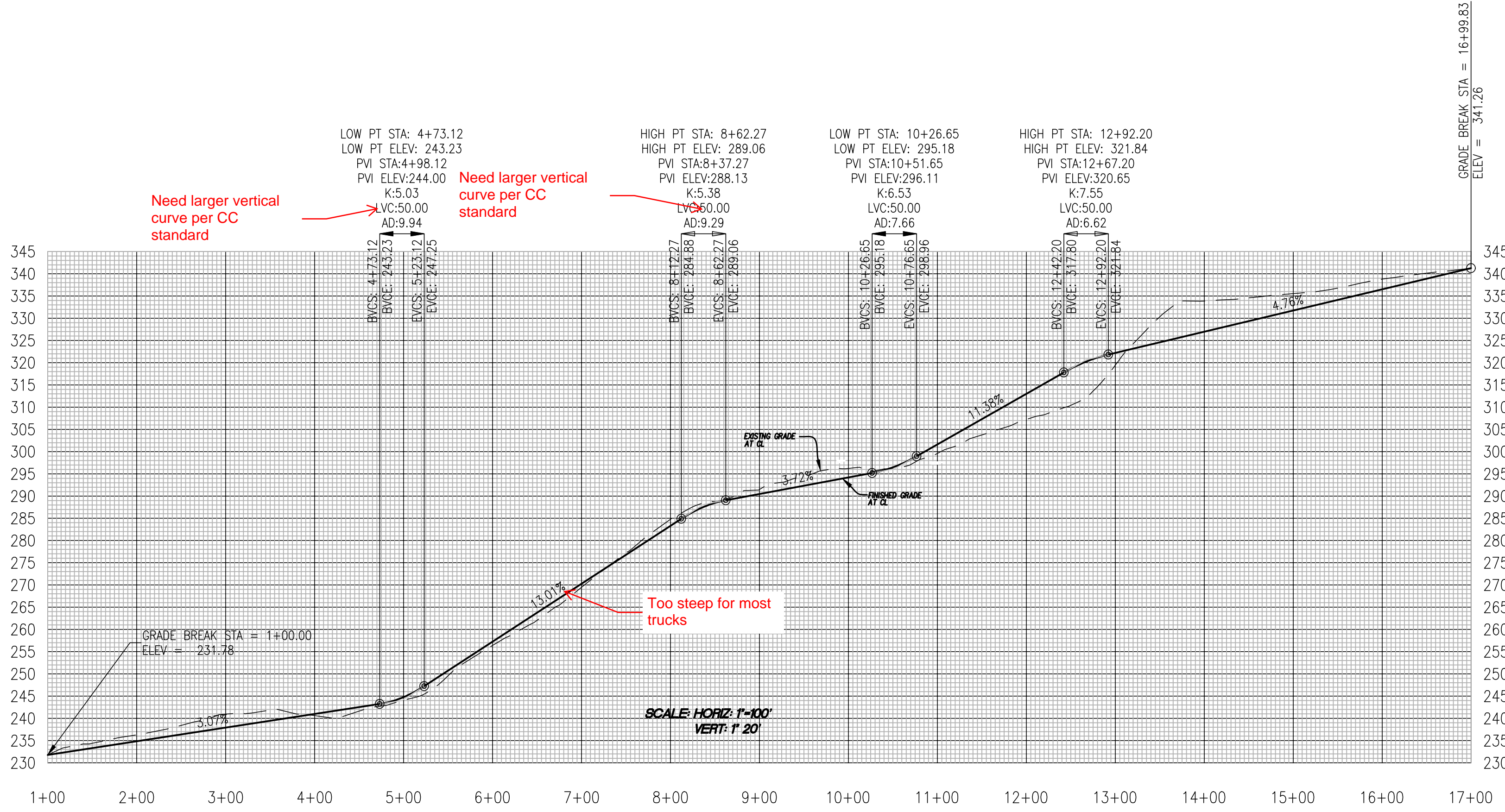
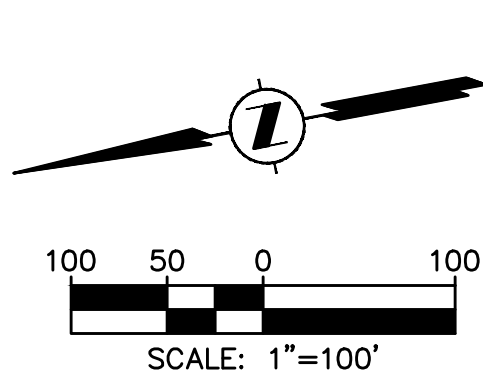
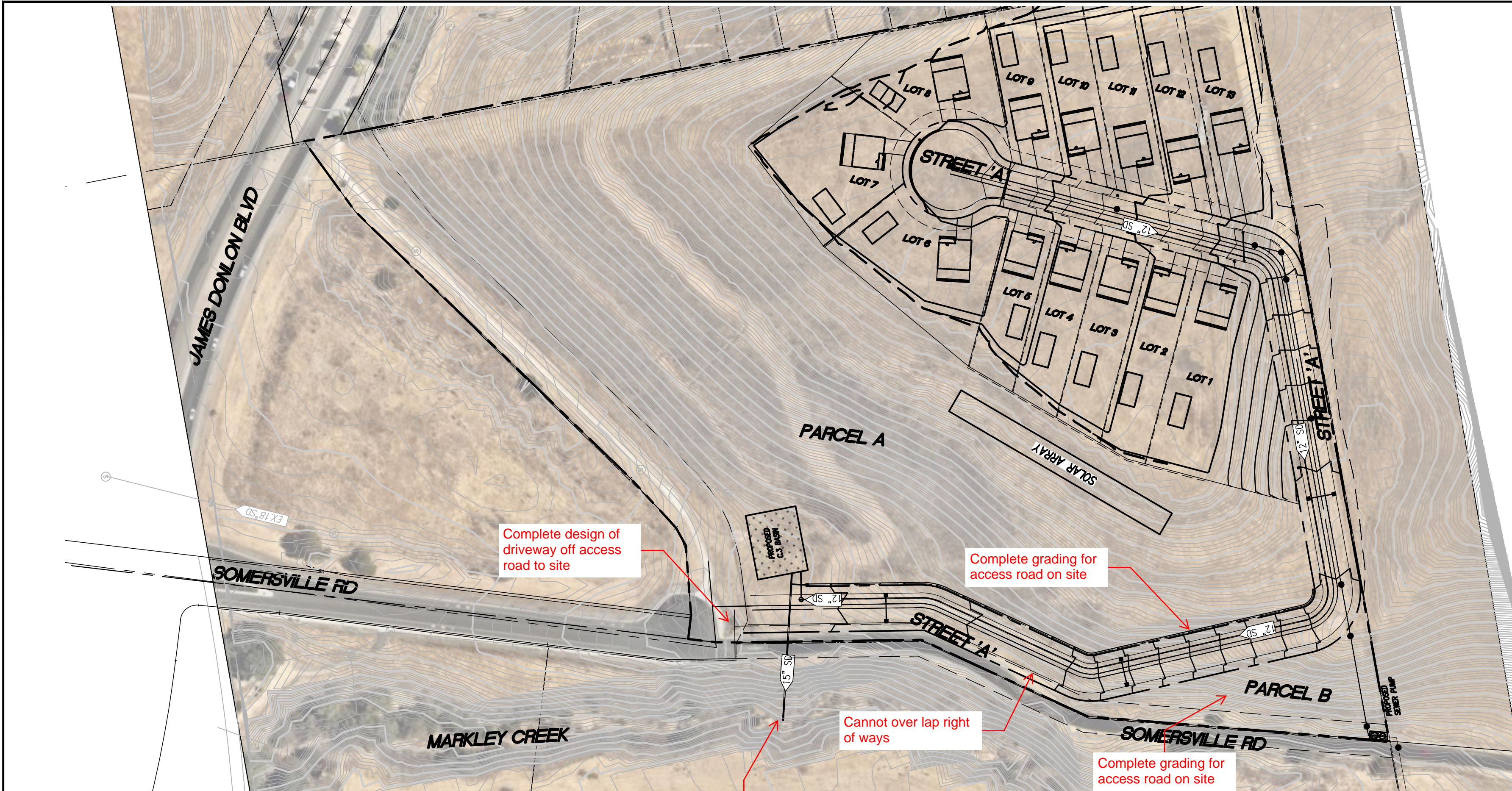
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P.L.S. No. 5311 REGISTRATION EXPIRES 12-31-23

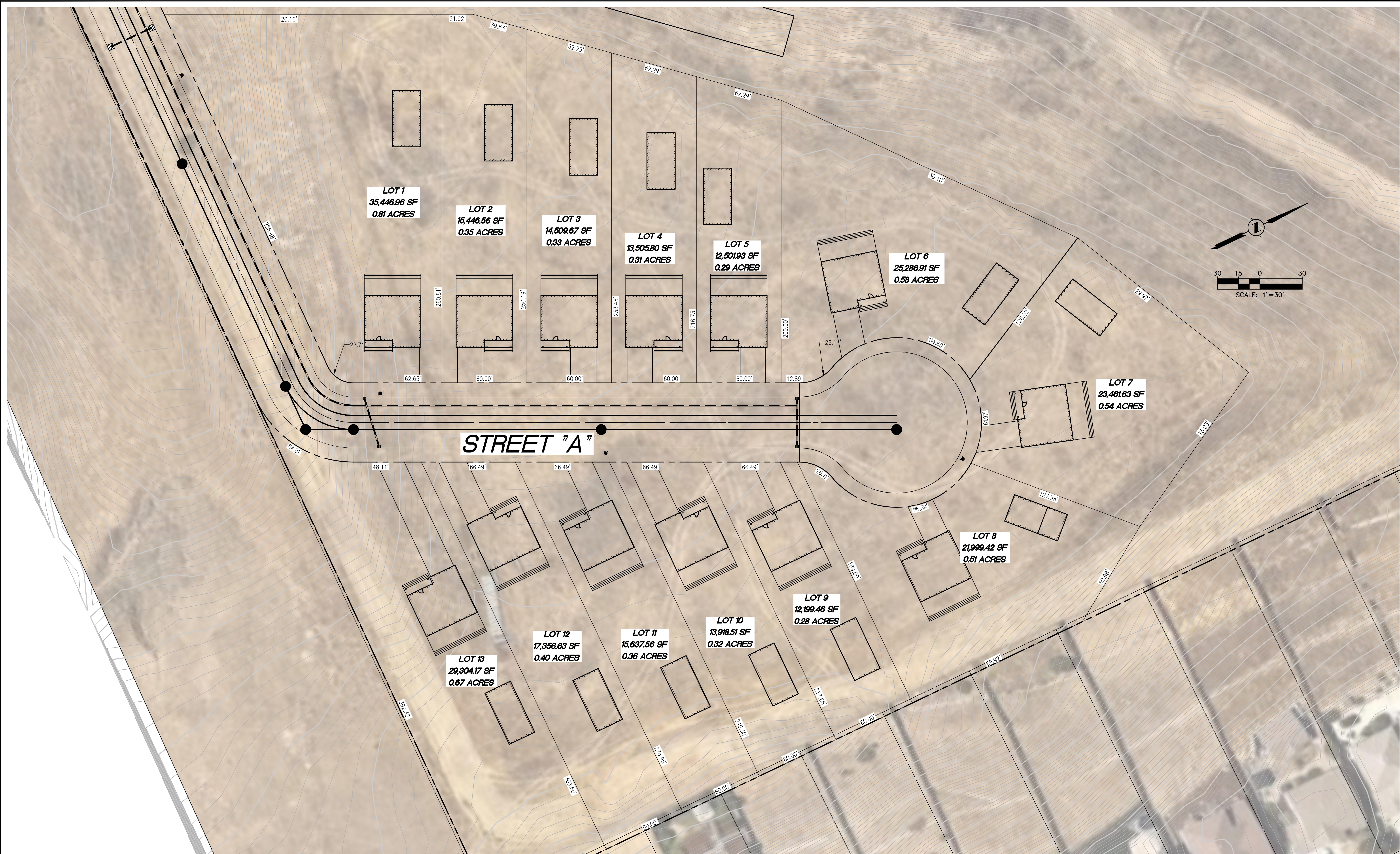
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DRAWN: RK, LML	DATE: AUGUST 2023
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OF	9
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Fax: (925) 674-9279

APN 076-021-006

PRELIMINARY DEVELOPMENT PLAN

SITE LAYOUT

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

DESIGNED UNDER THE DIRECTION OF:

MICHAEL E. MILANI
R.C.E. No. 35121 REGISTRATION EXPIRES 9-30-25
P.L.S. No. 5311 REGISTRATION EXPIRES 12-31-23

DATE

DESIGN: RK

DRAWN: RK, LML

CHECKED: MEM

JOB NO: 1351.5

DATE: AUGUST 2023

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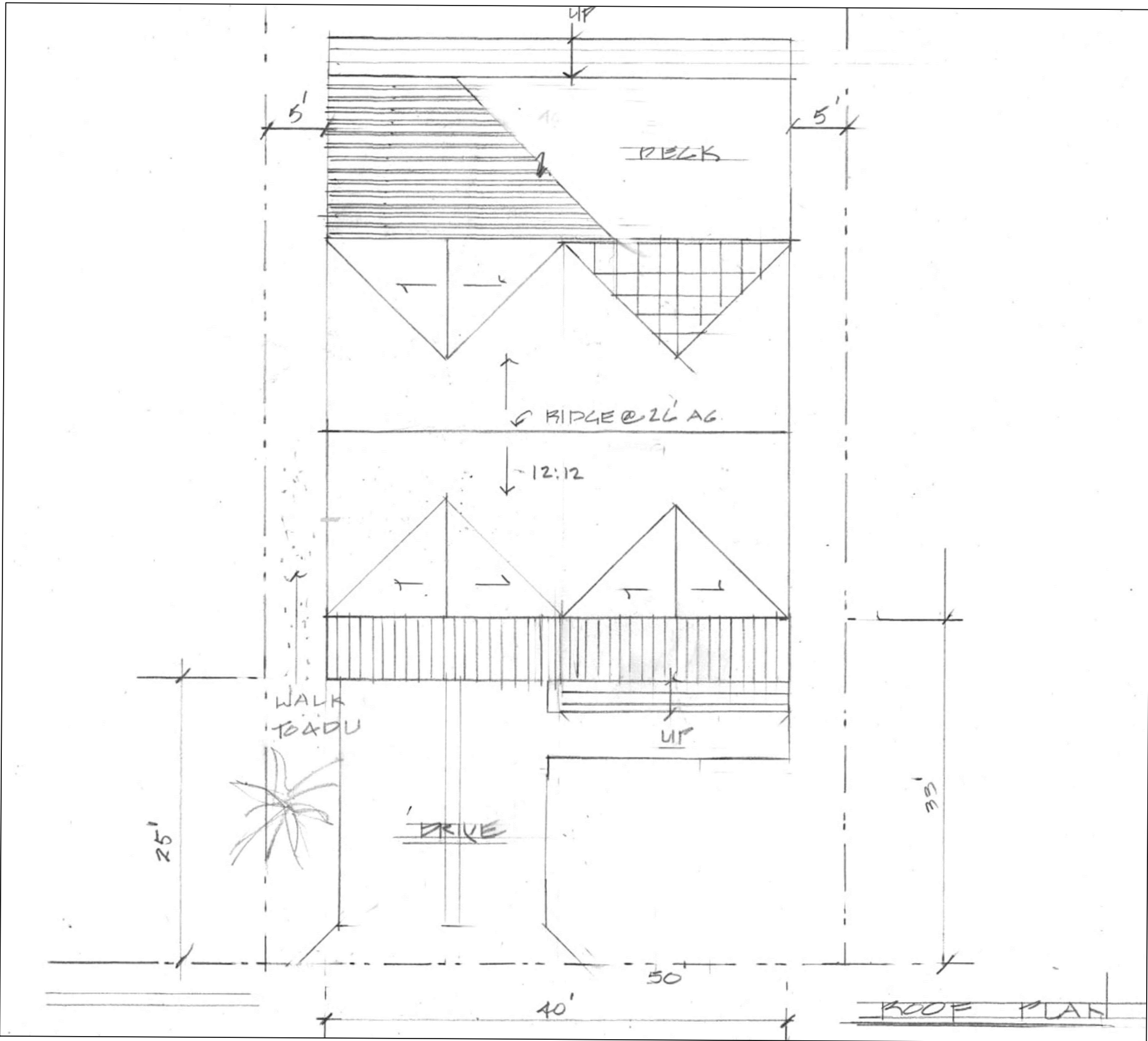
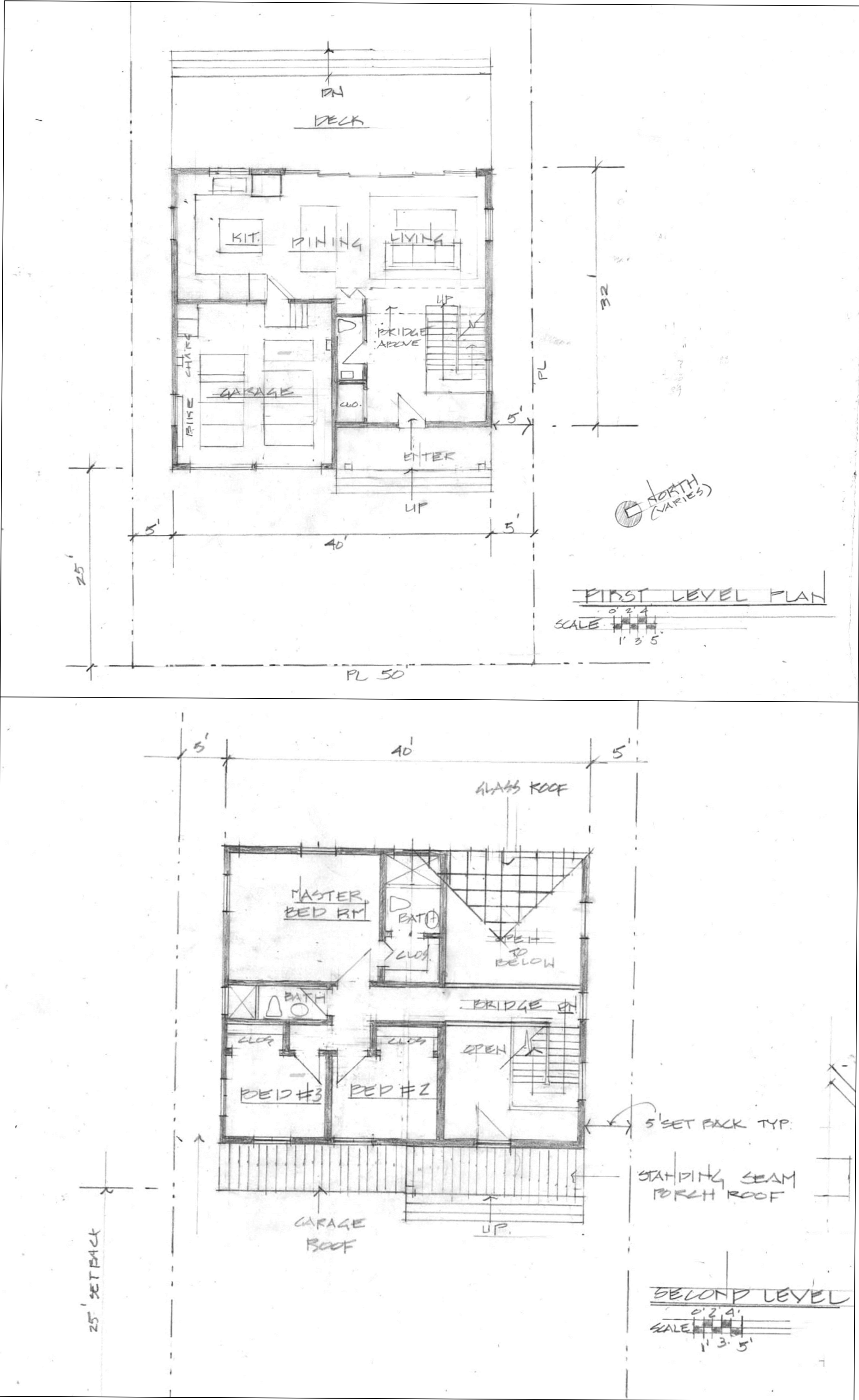
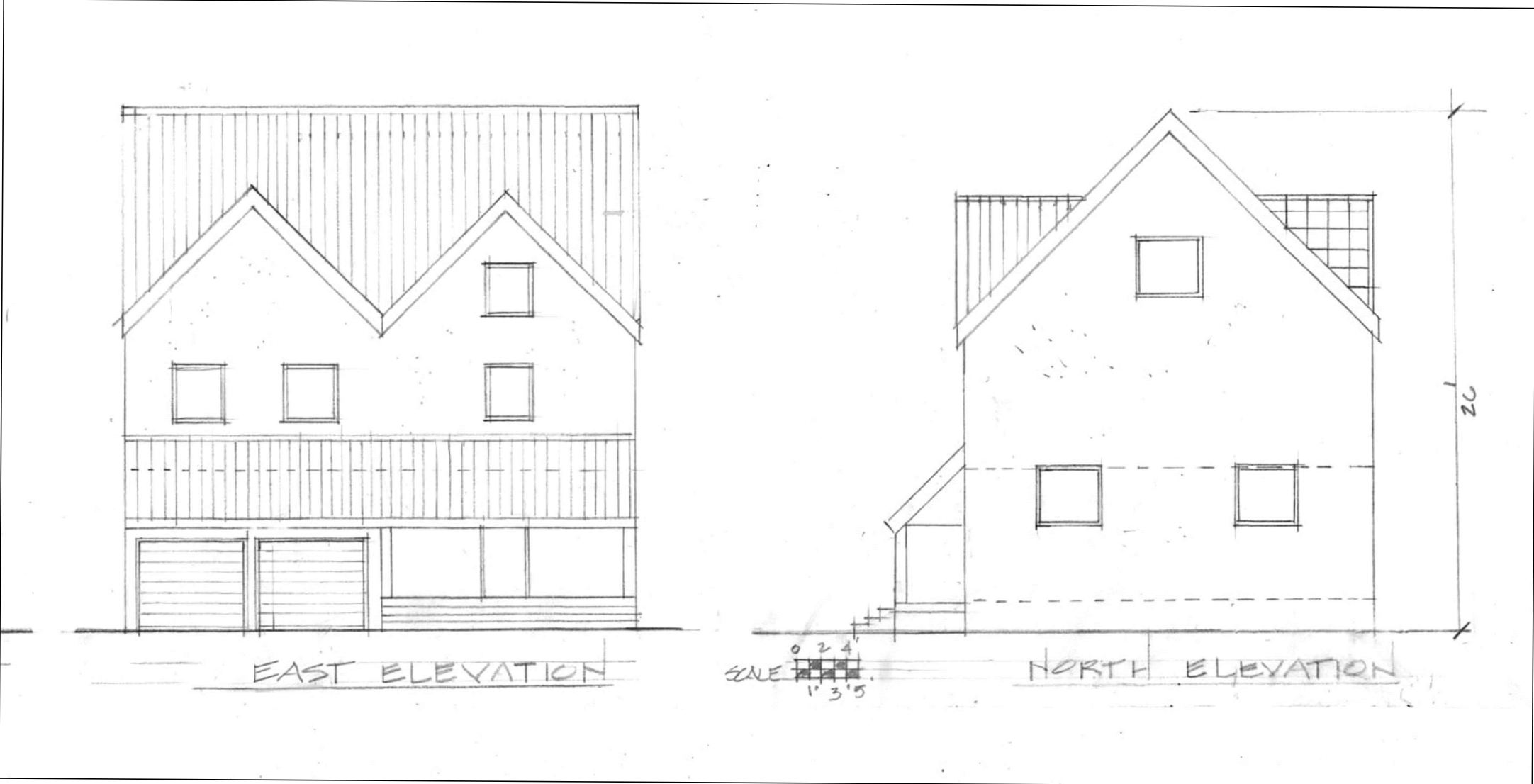
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OF SHEETS

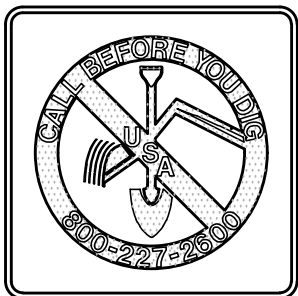
GOOD CHANCE LOTS

PRELIMINARY DEVELOPMENT PLAN

CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA



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APN 076-021-006

PRELIMINARY DEVELOPMENT PLAN

PRELIMINARY ARCHITECTURE

CITY OF ANTIOCH

CONTRA COSTA COUNTY

CALIFORNIA

DESIGNED UNDER THE DIRECTION OF:

MICHAEL E. MILANI DATE

R.C.E. No. 35121 REGISTRATION EXPIRES 9-30-25

P.L.S. No. 5311 REGISTRATION EXPIRES 12-31-23

DESIGN: RK JOB NO: 1351.5

DRAWN: RK, LML DATE: AUGUST 2023

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					C9
					9
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From: Villagrana, Monique <mvillagrana@antiochca.gov>
Sent: Thursday, March 14, 2024 1:30 PM
Subject: City of Antioch Project Routing for Good Chance Property (PRE2023-0004)

This Message Is From an External Sender

This message came from outside your organization.

Report Suspicious

Good Afternoon,

The City of Antioch Planning Division is requesting your review of the project information and plans contained in the attached document.

Please provide feedback on availability of services, potential design or code conflicts, requirements for additional permits and draft conditions of project approval.

Responses are requested at your earliest availability, by or before April 4, 2024, to Zoe Merideth at zmerideth@antiochca.gov.

Thank you in advance for your time and collaboration.

Monique Villagrana

Community Development Technician | Planning Division

☎: (925) 779-6163 (Direct)
☎: (925) 779-6159 (Main)
☎: (925) 779-7034 (Fax)
✉: mvillagrana@antiochca.gov
🌐: www.antiochca.gov

Community Development Department | 200 'H' Street, Antioch, CA 94509-1005





CONTRA COSTA
HEALTH

2120 Diamond Blvd. Suite 100 | Concord, CA 94520
Phone: 925-608-5500 | Fax: 925-608-5502
cchealth.org

March 20, 2024

City of Antioch
Planning Division
Attn: Zoe Merideth
P.O. Box 5007
Antioch, CA 94531

RE: PRE2023-0004 – Preliminary Development Plan Good Chance Property aka
Antioch Disposal Svc LF – Lynch Site SWIS #07-CR-0005
Somersville Road, Antioch, CA
APN: 076-021-006
Facility Number: FA0012256
Record IDs: SR0022644, PR0013375

Dear Ms. Merideth:

Contra Costa Environmental Health (CCEH) has received a request for agency comment regarding the above referenced project. The following are our comments:

1. CCEH is designated by the California Department of Resources Recycling and Recovery (CalRecycle) as the Local Enforcement Agency (LEA) for solid waste facilities, including landfills. The LEA's primary concern with this project is that this site is a closed landfill. Any changes to the site's post closure land use must be approved by the LEA, the Bay Area Air Quality Management District, and the Central Valley Regional Water Quality Control District. Additional concerns in relation to this proposed land use are:
 - A change to the postclosure land use of the site will require the landfill to comply with all the requirements of California Code of Regulations Title 27, Division 2, Subdivision 1, Chapter 3, Subchapter 5, Article 2, including, but not limited to, increased landfill gas monitoring system requirements.
 - This site currently has an existing, outstanding violation for a slope failure that damaged the site access road and the stormwater drainage system, indicating there are already significant slope stability issues.
 - The site is filled with decomposing and unstable waste and will continue to settle for an indefinite time into the future. This instability will only be exacerbated if

structures are added on top of the facility which will substantially add weight compressing the fill and cover of the facility

- During the most recent inspection of the facility, the LEA measured methane gas levels in the landfill as high as 77.5% by volume. This would pose a significant hazard to any structures built or activities conducted on the site. In addition, the added weight from structures and/or soils for grading could force increased landfill gas migration. This could potentially create a hazard for the existing homes located to the West of the facility.
- Grading on the site has the potential of exposing the buried waste.

Other general concerns CCEH has in relation to development projects are as follows:

2. A permit from CCEH is required for any well or soil boring prior to commencing drilling activities, including those associated with water supply, environmental investigation and cleanup, or geotechnical investigation.
3. Any abandoned wells (water, environmental, or geotechnical) must be destroyed under permit from CCEH. If the existence of such wells are known in advance or discovered during construction or other activities, these must be clearly marked, kept secure, and destroyed pursuant to CCEH requirements.
4. It is recommended that the project be served by public sewer and public water.
5. Substantial construction and demolition (C & D) waste could result from this project. Hazardous construction and demolition materials should be separated from those that can be recycled or disposed.
6. Debris from construction or demolition activity must go to a solid waste or recycling facility that complies with the applicable requirements and can lawfully accept the material (e.g., solid waste permit, EA Notification, etc.). The debris must be transported by a hauler that can lawfully transport the material. Debris bins or boxes of one cubic yard or more owned by the collection service operator shall be identified with the name and telephone number of the agent servicing the container.
7. Non-source-separated waste materials must not be brought back to the contractor's yard unless the facility has the appropriate solid waste permit or EA Notification.

These comments do not limit an applicant's obligation to comply with all applicable laws and regulations. If you should have any questions, please do not hesitate to call me at (925) 608-5549.

Sincerely,



Tim Kraus, REHS
Supervising Environmental Health Specialist

cc: Muizz Mohammed, Contra Costa Environmental Health

TK:kf



**CONTRA COSTA
HEALTH**

2120 Diamond Blvd. Suite 100 | Concord, CA 94520
Phone: 925-608-5500 | Fax: 925-608-5502
cchealth.org

RECEIVED

JUN 24 2024

**CITY OF ANTIOCH
COMMUNITY DEVELOPMENT**

June 17, 2024

Good Chance Management LLC
Attn: Gene Luo
7817 Oakport Street, Suite 205
Oakland, CA 94621

**RE: Quarterly Inspection of Antioch Disposal Svc LF - Lynch Site
Somerville Rd. Se Corner & Paso Corto Rd, Antioch CA
SWIS Number: 07-CR-0005
Facility ID: FA0012256**

Dear Mr. Luo:

Contra Costa Environmental Health, acting as the Local Enforcement Agency (LEA) responsible for the regulation of solid waste facilities and oversight within Contra Costa County, conducted the periodic quarterly inspection of the above referenced facility on **June 07, 2024**. A copy of the inspection report is enclosed.

The expense of inspections is the responsibility of the property owner and Good Chance Management LLC. Fees include travel, inspection time, and administrative expenses at the LEA's current hourly rate.

Should you have any questions regarding the content of the report or related issues, I may be contacted at (925) 608-5544.

Sincerely,

Muizz Mohammed, REHS
Environmental Health Specialist II

cc: Sabra Ambrose, CalRecycle
sabra.ambrose@calrecycle.ca.gov
Zoe Merideth, City of Antioch Planning Division
P.O. Box 5007, Antioch CA 94531

MM:kf

D20

Closed Disposal Site Inspection Report (188)
Antioch Disposal Svc LF - Lynch Site (07-CR-0005)
6/7/2024

Inspection Information

Inspected By: Contra Costa County **Local Inspection ID:** PR0013375
Inspection Date: 6/7/2024 **Time In:** 9:30 AM
Inspection Type: Periodic **Time Out:** 11:00 AM
Inspector: Muizz Mohammed, REHS **Inspection Duration:**
Operator:
Received By: Mail: Good Chance Management LLC- Eugene Luo
Also Present (Name):

Facility/Activity Information

Enforcement Agency: County of Contra Costa **SWIS Number:** 07-CR-0005
Facility: **Antioch Disposal Svc LF - Lynch Site**
 Somersville Rd.Se Corner & Paso Corto Rd
 Antioch, CA 94509
Activity: Solid Waste Disposal Site
Operational Status: Closed **Regulatory Status:** Unpermitted
Land Owners(s):
 Good Chance Management LLC

The above facility was inspected for compliance with applicable sections of Division 30 of the Public Resources Code (PRC) and Title 14 and Title 27, California Code of Regulations (CCR).

Violations

27 CCR 21150 - Drainage and Erosion Control

- A.** At time of inspection, the LEA Inspector observed multiple areas where erosion and partial collapse of the access roadways had occurred. Upon closer investigation, it appeared that no daylighted wastes were visible.
- B.** At time of inspection, the LEA Inspector also observed the concrete v-ditch that runs on the west side adjacent to the main access roadway was also damaged possibly due to erosion as noted in part A above.

Closed Disposal Site Inspection Report (188)
Antioch Disposal Svc LF - Lynch Site (07-CR-0005)
6/7/2024

Corrective Action:

Operators are to repair areas of erosion and damage to help protect the integrity of the cap and prevent any of the wastes from daylighting. Operators are to repair the concrete v-ditches to restore function of the ditch to prevent storm water runoff to contribute to any future erosion concerns. Operators are to assure the landfill is maintained in a manner that is compliant with all applicable Title 27 regulations.

Historical notes:

On August 4, 2023, via email, the operator contacted the LEA and stated they are planning to fix these issues as part of their General Plan Amendment and were working with the City of Antioch Planning Department. The operator has also stated in past communication they are searching for a contractor to perform the work but have had not found one at that point. Operator is to provide the LEA status regarding the correction of the erosion damage.

On March 06, 2024. The LEA Inspector, E.Fung REHS, sent a letter to the Operators/Owners (Good Chance Management LLC) appraising the operator of the erosion damages as observed during the quarterly inspections conducted by the LEA and escalation of those observations to a violation.

27 CCR 20750 - Site Maintenance

At time of inspection, the LEA Inspector observed what appears to be some form of differential settlement/erosion on the eastern boundary of the site, more specifically on the green fence boundary to the residential homes. The settlement/erosion was observed to occur on the landfill side of the fence. As observed, it appears the current condition of the grade in the affected areas would not promote lateral runoff of stormwaters and would potentially contribute to ponding of water, additional erosion, and potential leachate. It should be noted that the LEA Inspector did not observe any daylighted wastes.

Corrective Action:

Operators to assure that the covered surfaces of the disposal area are repaired and graded in a manner to promote lateral runoff of precipitation and prevent ponding. Operators to also assure the landfill is maintained in a manner that is compliant with applicable Title 27 regulations.

No Areas of Concern

Inspection Report Comments

1. Local Enforcement Agency (LEA) on site to conduct the 2nd Quarter Periodic Inspection of the 2024 calendar year.

Closed Disposal Site Inspection Report (188)
Antioch Disposal Svc LF - Lynch Site (07-CR-0005)
6/7/2024

2. This site is categorized as a closed solid waste disposal site that is not open to the public.

3. At time of inspection, LEA Inspector observed the following:

i. Observed indications of recent vegetation mowing on the main perimeter of the landfill. Access pathway from Somersville Rd appears with large vegetation growth that was not cut.

ii. Observed multiple areas of erosion in the landfill along with partial collapses of the access roads. Due to the erosion and roadway collapse, LEA Inspector traveled by foot on the site. See violation for 27CCR§21150 above.

iii. Observed some form of differential settlement and/or erosion on the eastern portion of the disposal site at the property boundary. See violation for 27CCR§20750 above.

iii. Landfill gas readings were obtained from the following wells using an RKI Eagle Multi Gas Monitor:

Landfill Gas Probe	Depth	Reading
P1	15'	0 ppm CH4
P1	32'	0 ppm CH4
P1	50'	0 ppm CH4
P2	15'	0 ppm CH4
LFG1*	5'-15'	49.5% Volume in Air
LFG1*	20'-15'	79% Volume in Air
LFG1*	40-50'	88.5% Volume in Air

**It should be noted the LFG1 Gas Wells are located directly in the waste profile.*

LFG2	15'	1500 ppm CH4
LFG3	5'-15'	0 ppm CH4

Attachments

Photo Log

Contra Costa Environmental Health — Photo Log

1

Facility Name: Antioch Disposal Svc LF - Lynch Site (07-CR-0005)

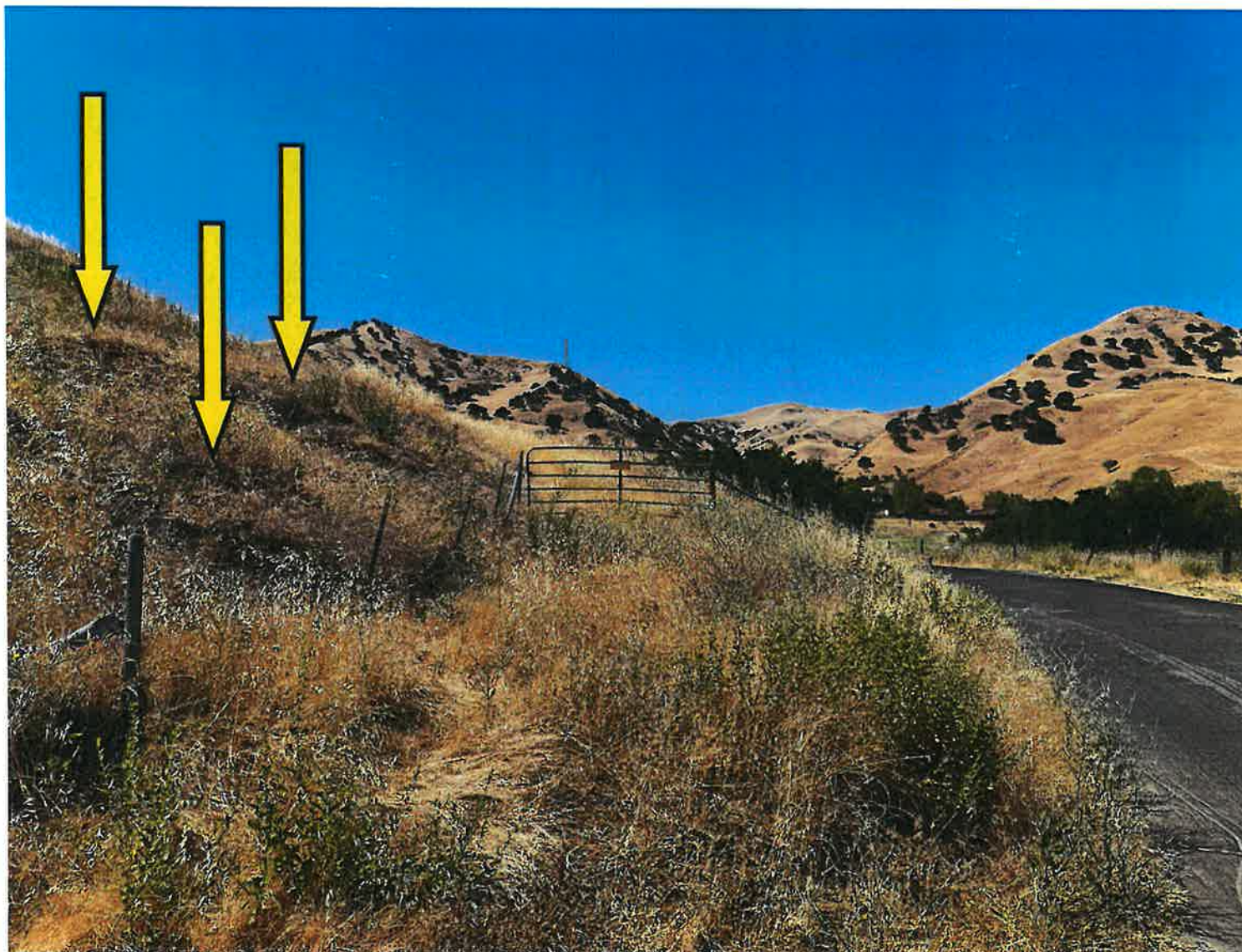
Record ID#: PR0013375

DA Serial #: DANOFNHDZ

Facility Address: Somersville Rd. Se Corner & Paso Corto Rd, Antioch 94509

EHS: M.Mohammed

Date: 06.07.2024



Description: Gated entrance on Somersville Rd. Note points of erosion with pointed arrows.

D24

Contra Costa Environmental Health — Photo Log

2

Facility Name: Antioch Disposal Svc LF - Lynch Site (07-CR-0005)

Record ID#: PR0013375

DA Serial #: DANOFNHDZ

Facility Address: Somersville Rd. Se Corner & Paso Corto Rd, Antioch 94509

EHS: M.Mohammed

Date: 06.07.2024



Description: Another shot of the erosion taken by pivoting to the left from previous image.

D25

Contra Costa Environmental Health — Photo Log

3

Facility Name: Antioch Disposal Svc LF - Lynch Site (07-CR-0005)

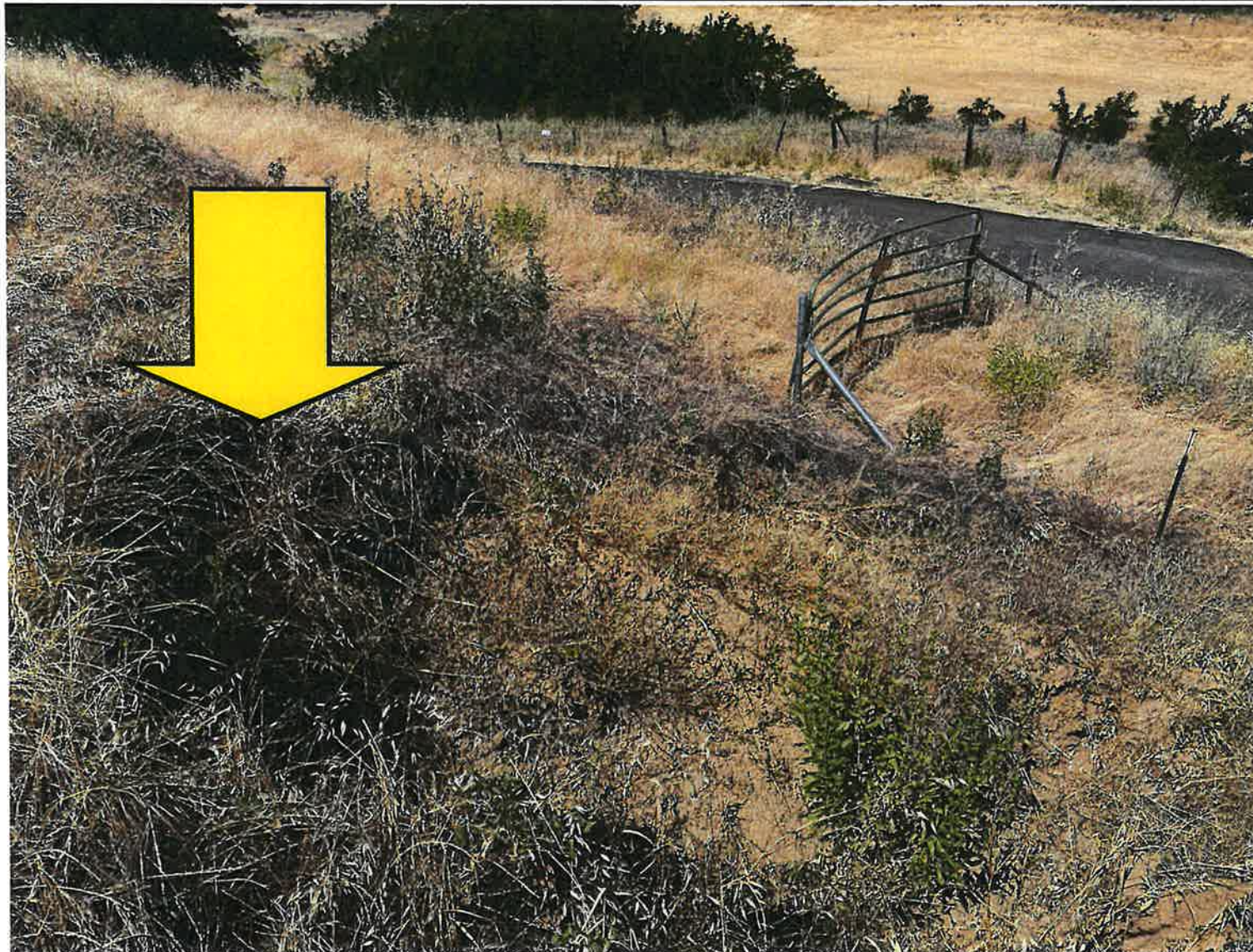
Record ID#: PR0013375

DA Serial #: DANOFNHDZ

Facility Address: Somersville Rd. Se Corner & Paso Corto Rd, Antioch 94509

EHS: M.Mohammed

Date: 06.07.2024



Description: Erosion shown towards the lower left of the photo. Note entrance gate as point of reference.

D26

Contra Costa Environmental Health — Photo Log

4

Facility Name: Antioch Disposal Svc LF - Lynch Site (07-CR-0005)

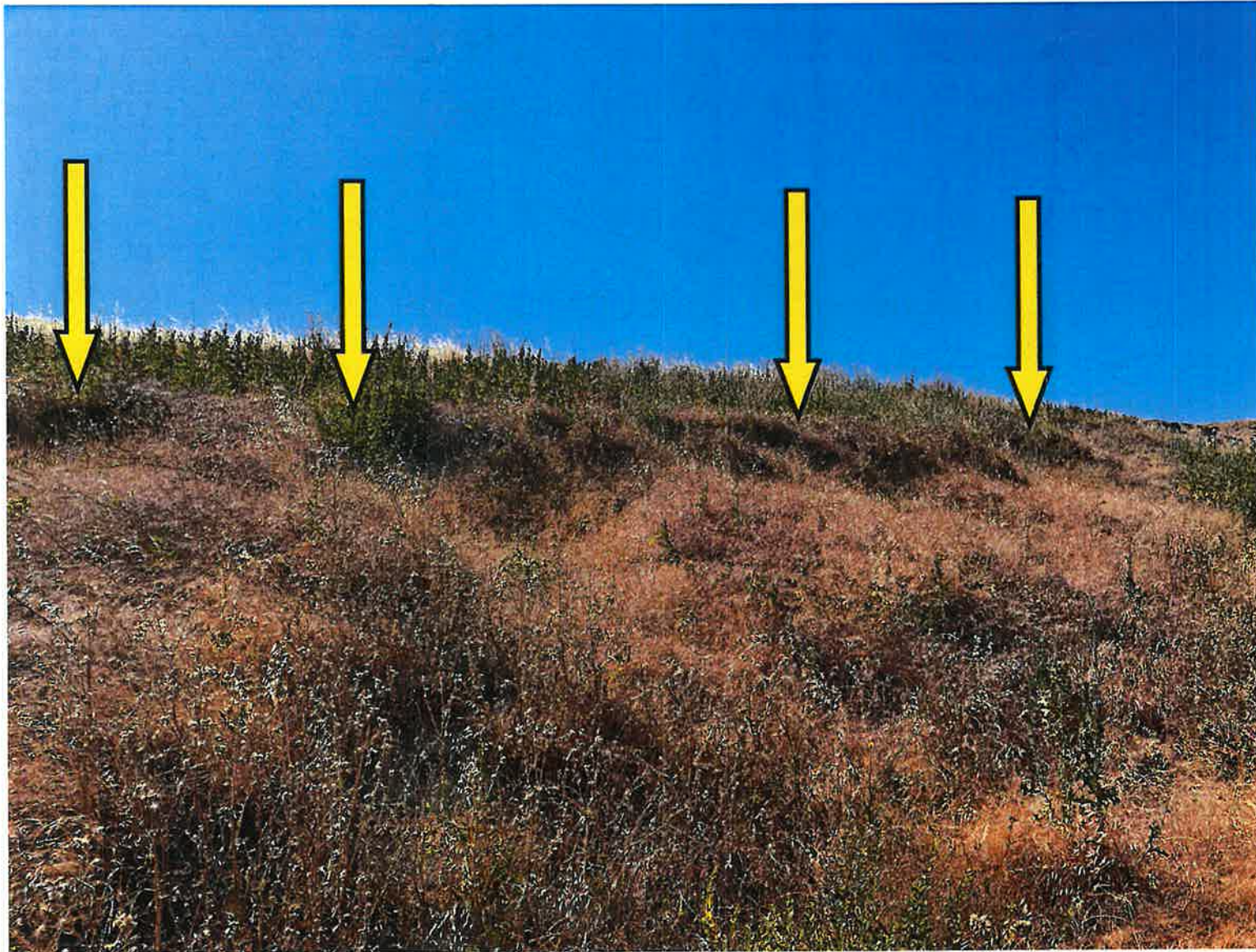
Record ID#: PR0013375

DA Serial #: DANOFNHDZ

Facility Address: Somersville Rd. Se Corner & Paso Corto Rd, Antioch 94509

EHS: M.Mohammed

Date: 06.07.2024



Description: Erosion on slopes taken North from the entrance gates.

D227

Contra Costa Environmental Health — Photo Log

5

Facility Name: Antioch Disposal Svc LF - Lynch Site (07-CR-0005)

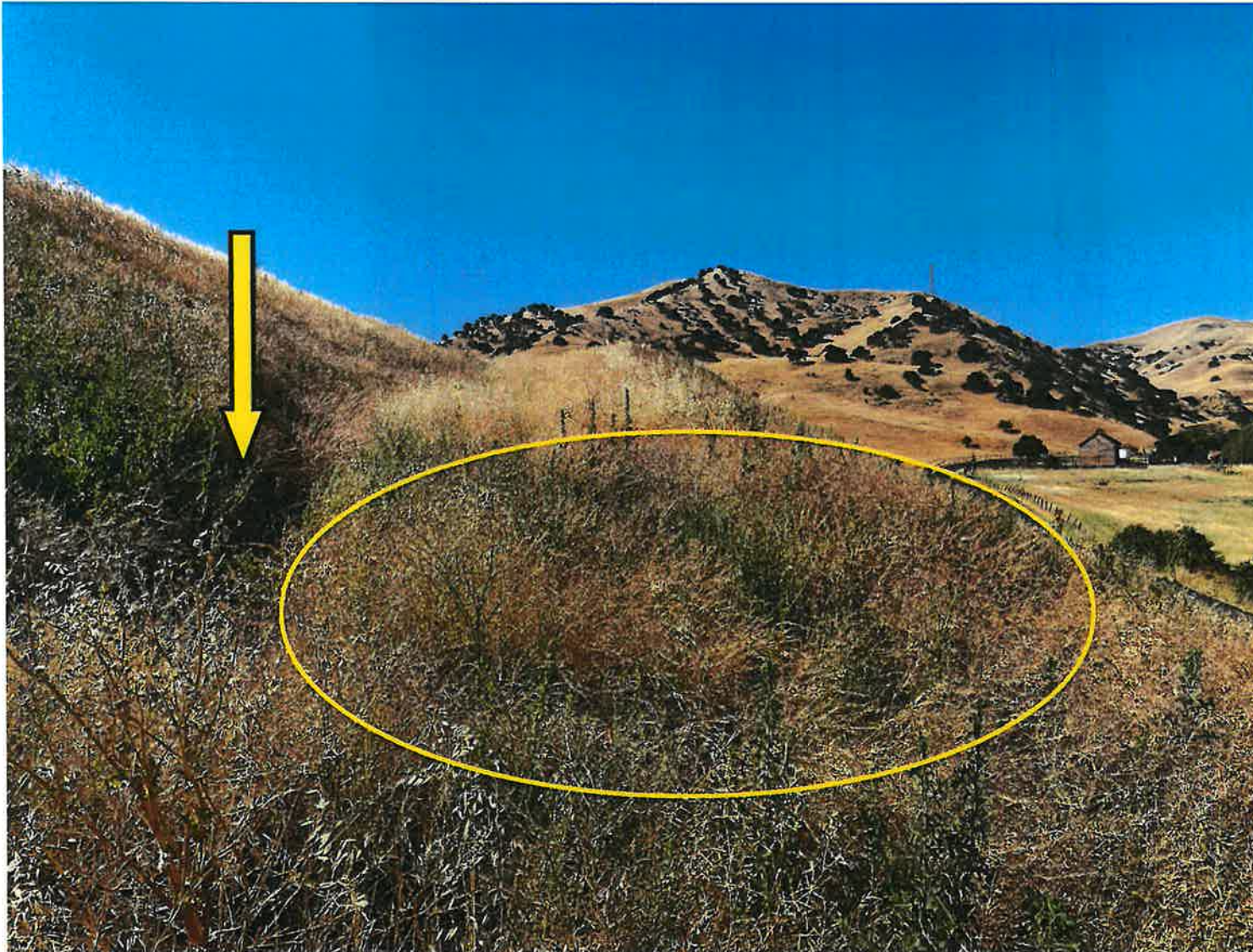
Record ID#: PR0013375

DA Serial #: DANOFNHDZ

Facility Address: Somersville Rd. Se Corner & Paso Corto Rd, Antioch 94509

EHS: M.Mohammed

Date: 06.07.2024



Description: Photo taken just after passing entrance gate into landfill on Somersville Rd. Note partial collapse of the pathway/road approximately within the yellow circle. Arrow pointing at damaged concrete v-ditch.

Contra Costa Environmental Health — Photo Log

6

Facility Name: Antioch Disposal Svc LF - Lynch Site (07-CR-0005)

Record ID#: PR0013375

DA Serial #: DANOFNHDZ

Facility Address: Somersville Rd. Se Corner & Paso Corto Rd, Antioch 94509

EHS: M.Mohammed

Date: 06.07.2024



Description: Closer view of the damaged concrete v-ditch.

D29

Contra Costa Environmental Health — Photo Log

7

Facility Name: Antioch Disposal Svc LF - Lynch Site (07-CR-0005)

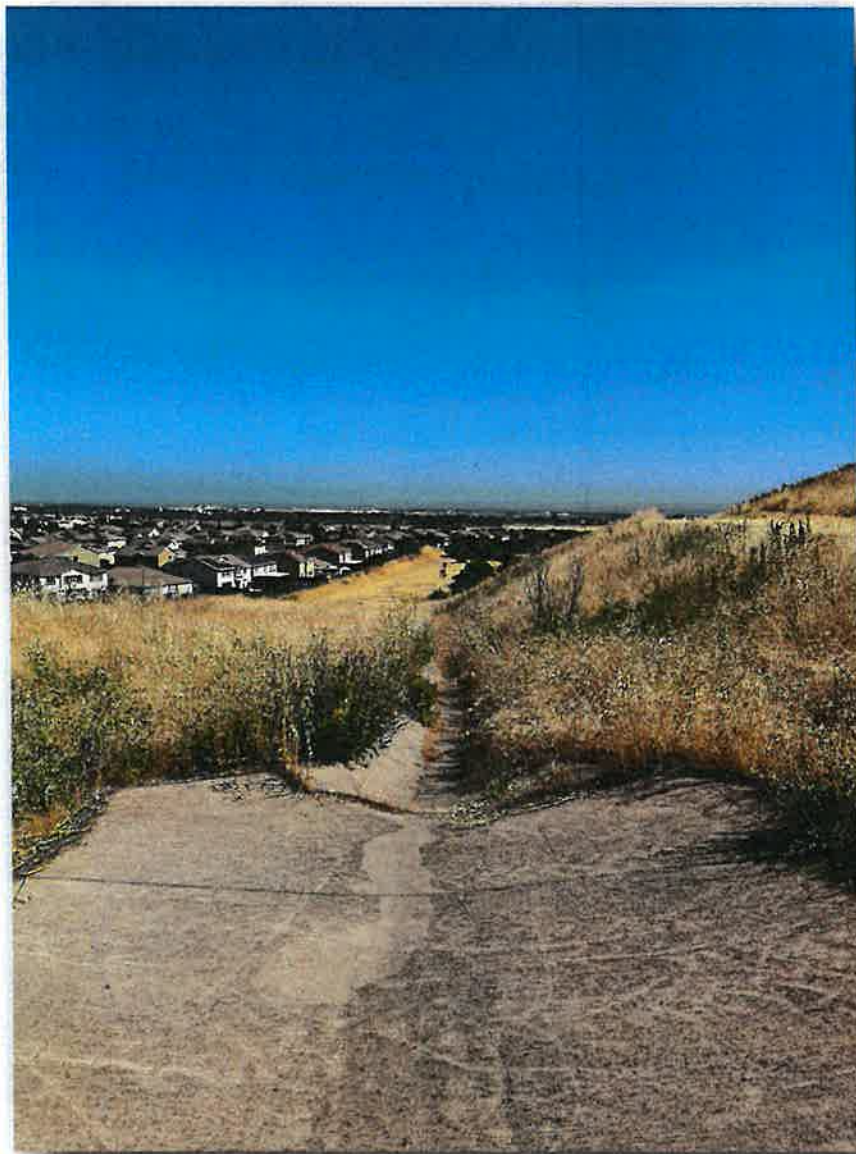
Record ID#: PR0013375

DA Serial #: DANOFNHDZ

Facility Address: Somersville Rd. Se Corner & Paso Corto Rd, Antioch 94509

EHS: M.Mohammed

Date: 06.07.2024



Description: (Left) View from the top of this drainage system that looks down to the Somersville Rd entrance down below. This is upstream from the damaged concrete v-ditch as noted in the previous slide.

(Right) View into the south boundary of the landfill. Photo taken by rotating to the right from the left photo.

D30

Contra Costa Environmental Health — Photo Log

8

Facility Name: Antioch Disposal Svc LF - Lynch Site (07-CR-0005)

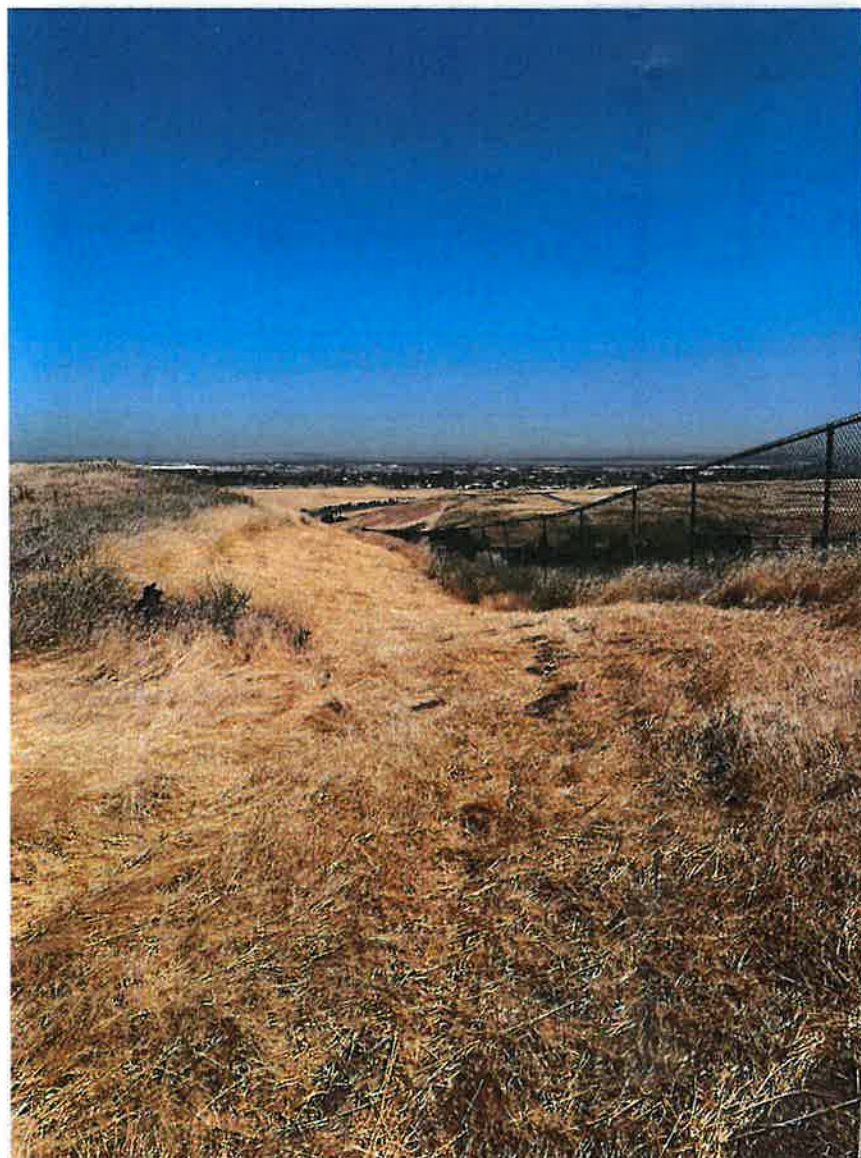
Record ID#: PR0013375

DA Serial #: DANOFNHDZ

Facility Address: Somersville Rd. Se Corner & Paso Corto Rd, Antioch 94509

EHS: M.Mohammed

Date: 06.07.2024



Description: (Left) view of the eastern boundary of the landfill, green fencing noted with settling/erosion.

(Right) closer view of the fence base with erosion/settling.

D31

Contra Costa Environmental Health — Photo Log

9

Facility Name: Antioch Disposal Svc LF - Lynch Site (07-CR-0005)

Record ID#: PR0013375

DA Serial #: DANOFNHDZ

Facility Address: Somersville Rd. Se Corner & Paso Corto Rd, Antioch 94509

EHS: M.Mohammed

Date: 06.07.2024



Description: another closer view of the exposed below grade fence post at the eastern boundary.

D32

Contra Costa Environmental Health — Photo Log

10

Facility Name: Antioch Disposal Svc LF - Lynch Site (07-CR-0005)

Record ID#: PR0013375

DA Serial #: DANOFNHDZ

Facility Address: Somersville Rd. Se Corner & Paso Corto Rd, Antioch 94509

EHS: M.Mohammed

Date: 06.07.2024

Description: this page was intentionally left blank.

D33



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April 4, 2024

Zoe Merideth, Planning Manager
City of Antioch
P.O. Box 5007, Antioch, CA 94531

Sent via email to: zmerideth@antiochca.gov

Re: Good Chance Property | PRE2023-0004 | Draft Conditions of Approval, Comments, Additional Requirements

Dear Ms. Merideth:

The East Bay Regional Park District (Park District) appreciates the opportunity to provide comments for the Preliminary Development Plan application for the proposed Good Chance Property residential development (Project) in Antioch, CA. This Project is on an approximately 16-acre site at the northern boundary of Black Diamond Mines Regional Preserve (Black Diamond Mines or park) near the intersection of Somersville Road and James Donlon Boulevard. The Project proposes building a roadway at the present entry gate to Black Diamond Mines to a cul-de-sac at the top of the property, where there will be built 13 single family homes, each with an accessory dwelling unit (ADU), for a total of 26 residences. The project also includes a large solar array on the western slopes of the Project, facing the entrance to Black Diamond Mines. The developer is requesting that Antioch change the property's land use designation from Open Space to Medium Low Density Residential, so that it is compatible with the current R-6 Zoning Designation.

At 8,538 acres, the adjacent Black Diamond Mines is one of the largest regional parks in the Park District and contains several rare and endemic plant and animal species and it was the site of California's largest coal mining operation, the Mount Diablo Coal Field, in the 1800s. The park is listed on the California Register of Historical Resources and the National Register of Historic Places, and is habitat for several rare, threatened, and endangered species. Park programs allow visitors to explore underground mine workings while 60 miles of trails allow residents to recreate and explore nature nearby. Black Diamond Mines is a significant asset and draw to East Contra Costa County and is enjoyed by thousands of Antioch residents every year.

As an adjacent landowner and manager of one of the largest parks in the region, the Park District has several concerns related to the Project site's topography, past use history, proximity to Black Diamond Mines' sensitive natural and cultural resources, and lack of information provided in the Project description and plans. These concerns are detailed below:

- **Road Alignment / Park Entry.** The park entry and Somersville Road will be impacted by the Project. Somersville Road was built in the late 1800s to connect Antioch with the town of Somersville and the other 19th century coal mining towns, and it is part of Antioch's earliest history. Today, it is the main entry into the park and includes an entry gate, park signage, and landscaping. Somersville Road, south of James Donlon, follows its original 1800s alignment and could be considered a cultural resource.

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Sabrina Landreth
General Manager

D34

According to the Project designs, the east half of Somersville Road at the park entry would be removed to make room for a private neighborhood road, destroying this section of roadway and public right-of-way. It may not be possible to realign Somersville Road and the park entry any farther to the west because of the steeply sided Markley Creek Canyon which is already very near the west edge of the road. The Project will need to include in its analysis any impacts to the existing roadway, park entry signage, landscaping, as well as impacts to the viewshed and aesthetics. Furthermore, if the roadway needs to be realigned, the Project proponents should include that in the Project elements.

- **Impacts to Cultural Resources.** The Project could impact either previously recorded or not-yet-identified cultural resources. The Project analysis should examine the potential to impact any significant resources within the Project footprint. Given the nearby historic property, the Project, especially due to the installation of the solar array, has the potential to affect historic-age built environment resources and the rural historic setting. Therefore, a viewshed study should be conducted. The study should include the analysis of the type, scale, and location of the proposed development and the Project's potential effect on historic-age built environment resources that may be affected visually, as well as the potential to affect a rural historic setting.
- **Former Landfill Use.** The proposed Project is on the site of the former Antioch-Lynch Landfill which was active until the mid-1970s. In March 2023, landfill materials were exposed and washed down toward Somersville Road, along the main entry and exit to Black Diamond Mines, and Markley Creek. Eroding landfill material not only creates a visual and physical impact, but it could expose wildlife and the public to health risks.
- **Topography.** The Project is on a small but steeply sloped parcel. The building of a roadway to the top would require significant earth modifications and construction of retaining walls along Somersville Road, which runs immediately west of and just below the proposed Project. As mentioned previously, park staff report that in March 2023 there was a landslide from the subject property onto Somersville Road, which exposed landfill material. The Park District reached out to the property owner, Good Chance, shortly thereafter, and they requested the Park District provide a list of contractors to do grading work and repairs, but they have been non-responsive to follow-up correspondence and the work has yet to be completed. More erosion issues and exposure of buried landfill materials could be exacerbated by the Project.
- **Insufficient Information in Project Plans.** The Park District requests that the plans clearly show the existing conditions of the project vicinity, including current road and sidewalk footprints, the park entry gate, landscaping, and signage to Black Diamond Mines. It is not readily apparent in the submitted plans just how much the Project would impact the entry and exit to Black Diamond Mines. The Park District also requests that the Project Description be updated to include mention of the property's former use as a landfill and the location of monitoring wells and to clarify that the Project site is not on Black Diamond Mines property but is adjacent to it.

As stated, the Park District has several concerns with the proposed Project because it could significantly impact the adjacent park. Furthermore, a careful and comprehensive environmental review of the project under the California Environmental Quality Act needs to consider impacts from the project to aesthetics, geology and soils, recreation, utilities, hazardous materials, cultural resources, and public services.

Furthermore, the Park District requests that the City condition any development of the property on the grant from the applicant to the Park District of the following: 1) a public access and utility easement over the eastern

side of Somersville Road located within the property and 2) a landscape easement in the northwestern corner of the property. For background, in the 1980s the County vacated their rights to Somersville Road in the vicinity of the Project meaning that ownership of Somersville Road on either side of the centerline fell to the adjacent property owners, which is currently Good Chance on the east and the City of Antioch on the west. The Park District plans to improve the entrance into Black Diamond Mines by installing enhanced signage and landscaping, developing a new staging area, and enhancing public access into the Preserve. For approximately eight years, the Park District has been working with the applicant, unsuccessfully, to obtain these rights. The Park District has already obtained a public access and utility easement from the City of Antioch which owns the western side of Somersville Road in the vicinity.

Thank you for your review and consideration of our comments on the Project designs and description. The Park District looks forward to further discussions with the City about the proposed Project and how we can best protect valuable natural and cultural resources and recreational open space while serving the needs of Antioch residents. Please feel free to contact Eddie Willis at ewillis@ebparks.org or 510-544-2621 if you have any questions or would like to discuss further.

Sincerely,



Eddie Willis, Planner

Cc: Brian Holt, Chief of Planning, Trails, and GIS
Becky Bremser, Chief of Land Acquisition



March 19, 2024

Zoe Meredith
City of Antioch
200 H Street
Antioch, CA 94509

Ref: Gas and Electric Transmission and Distribution

Dear Zoe Meredith,

Thank you for submitting the PRE2023-0004 plans for our review. PG&E will review the submitted plans in relationship to any existing Gas and Electric facilities within the project area. If the proposed project is adjacent/or within PG&E owned property and/or easements, we will be working with you to ensure compatible uses and activities near our facilities.

Attached you will find information and requirements as it relates to Gas facilities (Attachment 1) and Electric facilities (Attachment 2). Please review these in detail, as it is critical to ensure your safety and to protect PG&E's facilities and its existing rights.

Below is additional information for your review:

1. This plan review process does not replace the application process for PG&E gas or electric service your project may require. For these requests, please continue to work with PG&E Service Planning: https://www.pge.com/en_US/business/services/building-and-renovation/overview/overview.page.
2. If the project being submitted is part of a larger project, please include the entire scope of your project, and not just a portion of it. PG&E's facilities are to be incorporated within any CEQA document. PG&E needs to verify that the CEQA document will identify any required future PG&E services.
3. An engineering deposit may be required to review plans for a project depending on the size, scope, and location of the project and as it relates to any rearrangement or new installation of PG&E facilities.

Any proposed uses within the PG&E fee strip and/or easement, may include a California Public Utility Commission (CPUC) Section 851 filing. This requires the CPUC to render approval for a conveyance of rights for specific uses on PG&E's fee strip or easement. PG&E will advise if the necessity to incorporate a CPUC Section 851 filing is required.

This letter does not constitute PG&E's consent to use any portion of its easement for any purpose not previously conveyed. PG&E will provide a project specific response as required.

Sincerely,

Plan Review Team
Land Management



Attachment 1 – Gas Facilities

There could be gas transmission pipelines in this area which would be considered critical facilities for PG&E and a high priority subsurface installation under California law. Care must be taken to ensure safety and accessibility. So, please ensure that if PG&E approves work near gas transmission pipelines it is done in adherence with the below stipulations. Additionally, the following link provides additional information regarding legal requirements under California excavation laws: <https://www.usanorth811.org/images/pdfs/CA-LAW-2018.pdf>

1. **Standby Inspection:** A PG&E Gas Transmission Standby Inspector must be present during any demolition or construction activity that comes within 10 feet of the gas pipeline. This includes all grading, trenching, substructure depth verifications (potholes), asphalt or concrete demolition/removal, removal of trees, signs, light poles, etc. This inspection can be coordinated through the Underground Service Alert (USA) service at 811. A minimum notice of 48 hours is required. Ensure the USA markings and notifications are maintained throughout the duration of your work.
2. **Access:** At any time, PG&E may need to access, excavate, and perform work on the gas pipeline. Any construction equipment, materials, or spoils may need to be removed upon notice. Any temporary construction fencing installed within PG&E's easement would also need to be capable of being removed at any time upon notice. Any plans to cut temporary slopes exceeding a 1:4 grade within 10 feet of a gas transmission pipeline need to be approved by PG&E Pipeline Services in writing PRIOR to performing the work.
3. **Wheel Loads:** To prevent damage to the buried gas pipeline, there are weight limits that must be enforced whenever any equipment gets within 10 feet of traversing the pipe.

Ensure a list of the axle weights of all equipment being used is available for PG&E's Standby Inspector. To confirm the depth of cover, the pipeline may need to be potholed by hand in a few areas.

Due to the complex variability of tracked equipment, vibratory compaction equipment, and cranes, PG&E must evaluate those items on a case-by-case basis prior to use over the gas pipeline (provide a list of any proposed equipment of this type noting model numbers and specific attachments).

No equipment may be set up over the gas pipeline while operating. Ensure crane outriggers are at least 10 feet from the centerline of the gas pipeline. Transport trucks must not be parked over the gas pipeline while being loaded or unloaded.

4. **Grading:** PG&E requires a minimum of 36 inches of cover over gas pipelines (or existing grade if less) and a maximum of 7 feet of cover at all locations. The graded surface cannot exceed a cross slope of 1:4.
5. **Excavating:** Any digging within 2 feet of a gas pipeline must be dug by hand. Note that while the minimum clearance is only 24 inches, any excavation work within 24 inches of the edge of a pipeline must be done with hand tools. So to avoid having to dig a trench entirely with hand tools, the edge of the trench must be over 24 inches away. (Doing the math for a 24 inch



wide trench being dug along a 36 inch pipeline, the centerline of the trench would need to be at least 54 inches [$24/2 + 24 + 36/2 = 54$] away, or be entirely dug by hand.)

Water jetting to assist vacuum excavating must be limited to 1000 psig and directed at a 40° angle to the pipe. All pile driving must be kept a minimum of 3 feet away.

Any plans to expose and support a PG&E gas transmission pipeline across an open excavation need to be approved by PG&E Pipeline Services in writing PRIOR to performing the work.

6. Boring/Trenchless Installations: PG&E Pipeline Services must review and approve all plans to bore across or parallel to (within 10 feet) a gas transmission pipeline. There are stringent criteria to pothole the gas transmission facility at regular intervals for all parallel bore installations.

For bore paths that cross gas transmission pipelines perpendicularly, the pipeline must be potholed a minimum of 2 feet in the horizontal direction of the bore path and a minimum of 24 inches in the vertical direction from the bottom of the pipe with minimum clearances measured from the edge of the pipe in both directions. Standby personnel must watch the locator trace (and every ream pass) the path of the bore as it approaches the pipeline and visually monitor the pothole (with the exposed transmission pipe) as the bore traverses the pipeline to ensure adequate clearance with the pipeline. The pothole width must account for the inaccuracy of the locating equipment.

7. Substructures: All utility crossings of a gas pipeline should be made as close to perpendicular as feasible ($90^\circ \pm 15^\circ$). All utility lines crossing the gas pipeline must have a minimum of 24 inches of separation from the gas pipeline. Parallel utilities, pole bases, water line 'kicker blocks', storm drain inlets, water meters, valves, back pressure devices or other utility substructures are not allowed in the PG&E gas pipeline easement.

If previously retired PG&E facilities are in conflict with proposed substructures, PG&E must verify they are safe prior to removal. This includes verification testing of the contents of the facilities, as well as environmental testing of the coating and internal surfaces. Timelines for PG&E completion of this verification will vary depending on the type and location of facilities in conflict.

8. Structures: No structures are to be built within the PG&E gas pipeline easement. This includes buildings, retaining walls, fences, decks, patios, carports, septic tanks, storage sheds, tanks, loading ramps, or any structure that could limit PG&E's ability to access its facilities.

9. Fencing: Permanent fencing is not allowed within PG&E easements except for perpendicular crossings which must include a 16 foot wide gate for vehicular access. Gates will be secured with PG&E corporation locks.

10. Landscaping: Landscaping must be designed to allow PG&E to access the pipeline for maintenance and not interfere with pipeline coatings or other cathodic protection systems. No trees, shrubs, brush, vines, and other vegetation may be planted within the easement area. Only those plants, ground covers, grasses, flowers, and low-growing plants that grow unsupported to a maximum of four feet (4') in height at maturity may be planted within the easement area.



11. Cathodic Protection: PG&E pipelines are protected from corrosion with an “Impressed Current” cathodic protection system. Any proposed facilities, such as metal conduit, pipes, service lines, ground rods, anodes, wires, etc. that might affect the pipeline cathodic protection system must be reviewed and approved by PG&E Corrosion Engineering.

12. Pipeline Marker Signs: PG&E needs to maintain pipeline marker signs for gas transmission pipelines in order to ensure public awareness of the presence of the pipelines. With prior written approval from PG&E Pipeline Services, an existing PG&E pipeline marker sign that is in direct conflict with proposed developments may be temporarily relocated to accommodate construction work. The pipeline marker must be moved back once construction is complete.

13. PG&E is also the provider of distribution facilities throughout many of the areas within the state of California. Therefore, any plans that impact PG&E’s facilities must be reviewed and approved by PG&E to ensure that no impact occurs which may endanger the safe operation of its facilities.



Attachment 2 – Electric Facilities

It is PG&E's policy to permit certain uses on a case by case basis within its electric transmission fee strip(s) and/or easement(s) provided such uses and manner in which they are exercised, will not interfere with PG&E's rights or endanger its facilities. Some examples/restrictions are as follows:

1. **Buildings and Other Structures:** No buildings or other structures including the foot print and eave of any buildings, swimming pools, wells or similar structures will be permitted within fee strip(s) and/or easement(s) areas. PG&E's transmission easement shall be designated on subdivision/parcel maps as **"RESTRICTED USE AREA – NO BUILDING."**
2. **Grading:** Cuts, trenches or excavations may not be made within 25 feet of our towers. Developers must submit grading plans and site development plans (including geotechnical reports if applicable), signed and dated, for PG&E's review. PG&E engineers must review grade changes in the vicinity of our towers. No fills will be allowed which would impair ground-to-conductor clearances. Towers shall not be left on mounds without adequate road access to base of tower or structure.
3. **Fences:** Walls, fences, and other structures must be installed at locations that do not affect the safe operation of PG&E's facilities. Heavy equipment access to our facilities must be maintained at all times. Metal fences are to be grounded to PG&E specifications. No wall, fence or other like structure is to be installed within 10 feet of tower footings and unrestricted access must be maintained from a tower structure to the nearest street. Walls, fences and other structures proposed along or within the fee strip(s) and/or easement(s) will require PG&E review; submit plans to PG&E Centralized Review Team for review and comment.
4. **Landscaping:** Vegetation may be allowed; subject to review of plans. On overhead electric transmission fee strip(s) and/or easement(s), trees and shrubs are limited to those varieties that do not exceed 10 feet in height at maturity. PG&E must have access to its facilities at all times, including access by heavy equipment. No planting is to occur within the footprint of the tower legs. Greenbelts are encouraged.
5. **Reservoirs, Sumps, Drainage Basins, and Ponds:** Prohibited within PG&E's fee strip(s) and/or easement(s) for electric transmission lines.
6. **Automobile Parking:** Short term parking of movable passenger vehicles and light trucks (pickups, vans, etc.) is allowed. The lighting within these parking areas will need to be reviewed by PG&E; approval will be on a case by case basis. Heavy equipment access to PG&E facilities is to be maintained at all times. Parking is to clear PG&E structures by at least 10 feet. Protection of PG&E facilities from vehicular traffic is to be provided at developer's expense AND to PG&E specifications. Blocked-up vehicles are not allowed. Carports, canopies, or awnings are not allowed.
7. **Storage of Flammable, Explosive or Corrosive Materials:** There shall be no storage of fuel or combustibles and no fueling of vehicles within PG&E's easement. No trash bins or incinerators are allowed.



8. Streets and Roads: Access to facilities must be maintained at all times. Street lights may be allowed in the fee strip(s) and/or easement(s) but in all cases must be reviewed by PG&E for proper clearance. Roads and utilities should cross the transmission easement as nearly at right angles as possible. Road intersections will not be allowed within the transmission easement.

9. Pipelines: Pipelines may be allowed provided crossings are held to a minimum and to be as nearly perpendicular as possible. Pipelines within 25 feet of PG&E structures require review by PG&E. Sprinklers systems may be allowed; subject to review. Leach fields and septic tanks are not allowed. Construction plans must be submitted to PG&E for review and approval prior to the commencement of any construction.

10. Signs: Signs are not allowed except in rare cases subject to individual review by PG&E.

11. Recreation Areas: Playgrounds, parks, tennis courts, basketball courts, barbecue and light trucks (pickups, vans, etc.) may be allowed; subject to review of plans. Heavy equipment access to PG&E facilities is to be maintained at all times. Parking is to clear PG&E structures by at least 10 feet. Protection of PG&E facilities from vehicular traffic is to be provided at developer's expense AND to PG&E specifications.

12. Construction Activity: Since construction activity will take place near PG&E's overhead electric lines, please be advised it is the contractor's responsibility to be aware of, and observe the minimum clearances for both workers and equipment operating near high voltage electric lines set out in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety (<https://www.dir.ca.gov/Title8/sb5g2.html>), as well as any other safety regulations. Contractors shall comply with California Public Utilities Commission General Order 95 (http://www.cpuc.ca.gov/gos/GO95/go_95_startup_page.html) and all other safety rules. No construction may occur within 25 feet of PG&E's towers. All excavation activities may only commence after 811 protocols has been followed.

Contractor shall ensure the protection of PG&E's towers and poles from vehicular damage by (installing protective barriers) Plans for protection barriers must be approved by PG&E prior to construction.

13. PG&E is also the owner of distribution facilities throughout many of the areas within the state of California. Therefore, any plans that impact PG&E's facilities must be reviewed and approved by PG&E to ensure that no impact occurs that may endanger the safe and reliable operation of its facilities.



April 4, 2024

Zoe Merideth
City of Antioch
200 H Street
Antioch, CA4509

Re: PRE2023-0004
Good Chance Property

Dear Zoe Merideth,

Thank you for providing PG&E the opportunity to review the proposed plans for PRE2023-0004 dated 3/14/2024. Our review indicates the proposed improvements do not appear to directly interfere with existing PG&E facilities or impact our easement rights.

Please note this is our preliminary review and PG&E reserves the right for additional future review as needed. This letter shall not in any way alter, modify, or terminate any provision of any existing easement rights. If there are subsequent modifications made to the design, we ask that you resubmit the plans to the email address listed below.

If the project requires PG&E gas or electrical service in the future, please continue to work with PG&E's Service Planning department: <https://www.pge.com/cco/>.

As a reminder, before any digging or excavation occurs, please contact Underground Service Alert (USA) by dialing 811 a minimum of 2 working days prior to commencing any work. This free and independent service will ensure that all existing underground utilities are identified and marked on-site.

If you have any questions regarding our response, please contact the PG&E Plan Review Team at pgeplanreview@pge.com.

Sincerely,

PG&E Plan Review Team
Land Management



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

4005 PORT CHICAGO HWY, STE 250, CONCORD, CA 94520 • (925) 941-3300 • CCCFPD.ORG

March 29, 2024

City of Antioch
Attn: Zoe Merideth
P.O. Box 5007
Antioch, CA 94531-5007
925-779-6122
zmerideth@antiochca.gov

Subject: Good Chance Property
Somerville Rd & James Donlon Blvd (APN 076-021-006)
Project # PRE2023-0004
CCCFPD Project No.: P-2024-000936

City of Antioch,

We have reviewed the **Preliminary Development Plan application for a General Plan amendment from Open Space to Medium Low Density Residential and a rezone from R-6 to Planned Development to construct a 13-unit residential development located on the Black Diamond Mines Regional Park natural open space**, at the subject location.

Based on our preliminary review, the following may be required for Fire District approval.

1. The Permittee shall pay all fire facility impact fees at the time of the issuance of the first building permit, at the then-current rate.
2. The Permittee shall request that the Project site be annexed into the most current Community Facilities District for fire protection and emergency response services (if applicable), or developer will provide an alternative funding mechanism acceptable to the Contra Costa Fire Protection District for the provision of fire protection and emergency response services.
3. CFC Chapter 33 Fire Safety During Construction – Fire Prevention Program. *The owner or owner's authorized agent shall be responsible for the development, implementation, and maintenance of an approved, written site safety plan establishing a fire prevention program at the project site applicable throughout all phases of the construction, repair, alteration, or demolition work. The plan shall address the requirements of this chapter and other applicable portions of the code, the duties of staff and staff training requirements. The plan shall be submitted and approved before a building permit is issued. Any changes to the plan shall be submitted for approval (CFC §3303.1).* The fire prevention program superintendent shall develop and maintain an approved pre-fire plan in

cooperation with the Fire Chief. The Fire Chief and Fire Code Official shall be notified of changes affecting the utilization of information contained in such pre-fire plans. The Fire Prevention Program for Fire Safety During Construction should comply with NFPA 241.

4. The developer is required to submit a Land Development application and plan submittal to Contra Costa County Fire Protection district for review and approval. For information or questions on submittal requirements, please email the CCCFPD Permit Technicians at permittech@cccfd.org.

The following are **deferred submittals** that the developer may be required as a result of the Land Development Review:

1. Automatic Fire Sprinkler System
 2. Private Fire Service Main Underground
 3. Fire Pump
5. Fire and Emergency Apparatus Access Roads shall comply with the California Fire Code and current Contra Costa County Fire Protection District Ordinance.
 6. All proposed dead-end fire apparatus access roads shall be equipped with a CCCFPD-approved turnaround, located in the current edition of the CCCFPD Ordinance.
 7. All future access gates that lay across Fire District apparatus access roads shall be installed in accordance with the current edition of the CCCFPD Ordinance and the CFC. Electrically operated gates shall be equipped with a Knox Company key-operated switch. Manually operated gates shall be equipped with a non-casehardened lock or approved Fire District lock.
 8. The developer will need to provide fire hydrants in locations that comply with the CFC and the current edition of the CCCFPD's Ordinance.

Emergency apparatus access roadways and hydrants shall be installed, in service, and inspected by the Fire District prior to construction or combustible storage on site.

All projects shall be submitted to the Fire District for review and approval **prior** to construction of the building or installation of the systems to ensure compliance with minimum requirements related to fire and life safety. Plan review and inspection fees shall be submitted at the time of plan review submittal.

ALL PLAN SUBMITTALS SHALL BE SUBMITTED THROUGH THE FIRE DISTRICT'S PUBLIC PORTAL WEBSITE: <https://confire.vision33cloud.com/citizenportal/app/landing>

Our preliminary review comments shall not be construed to encompass the complete project. Additional plans and specifications may be required after further review.



Danielle Thomas
2024.03.29 13:12:58
-07'00'

Danielle Thomas, Fire Inspector
dthom@cccfd.org | 925-941-3300

From: [Thao Nguyen](#)
To: [Merideth, Zoe](#)
Cc: [Michelle Cordis](#)
Subject: RE: City of Antioch Project Routing for Good Chance Property (PRE2023-0004)--Log-in, and if so, to whom?
Date: Monday, April 1, 2024 9:19:33 AM
Attachments: [image005.png](#)
[DA 55 Fee - Good Chance Property.pdf](#)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello Zoe,

The Contra Costa County Flood Control and Water Conservation District (FC District) has reviewed the Request for Comments for the Good Chance Property project (APN 076-021-006) in the City of Antioch, CA 94509. We submit the following comments:

1. This project is located within Drainage Area 55, for which a drainage fee is due in accordance with Flood Control Ordinance Number 2002-23. By ordinance, all building permits or subdivision maps filed in this area are subject to the provisions of the drainage fee ordinance. Effective Jan 2024, the current fee in this drainage area is \$1.13 per square foot of newly created impervious surface. The drainage area fee for this lot should be collected prior to filing the final map.
2. The District is not the approving local agency for this project as defined by the Subdivision Map Act. As a special district, the District has an independent authority to collect drainage fees that is not restricted by the Subdivision Map Act. The District reviews the drainage fee rate every year the ordinance is in effect and adjusts the rate annually on January 1 to account for inflation. The drainage fee rate does not vest at the time of tentative map approval. The drainage fees due and payable will be based on the fee in effect at the time of fee collection.
3. The DA55 fee for this project is estimated to be \$110,625 calculated based on the proposed areas of 13 lots and the ADUs as shown on the Preliminary Development Plan Site Layout (Sheet C8/9) prepared by Milani & Associates, dated August 2023. Please see the enclosed spreadsheet for our drainage fee calculation.
4. We recommend that the City condition the developer to design and construct storm drain facilities to adequately collect and convey stormwater entering or originating within the development to the nearest adequate man-made drainage facility or natural watercourse, without diversion of the watershed.

5. The developer should be required to submit hydrology and hydraulic calculations to the City that prove the adequacy of the in-tract drainage system and the downstream drainage system. We defer review of the local drainage to the City.
6. We recommend that the City condition the developer to contact the appropriate environmental regulatory agencies such as the State Department of Fish and Wildlife, and State Regional Water Quality Control Board to obtain all the necessary permits for this project or show that such permits are not necessary.
7. The applicant should be required to comply with the current National Pollutant Discharge Elimination System (NPDES) requirements under the City Stormwater Management and Discharge Control Ordinances and the C.3 Guidebook. We support the State's goal of providing best management practices to achieve the permanent reduction or elimination of stormwater pollutants and downstream erosion from new development.

We appreciate the opportunity to review plans involving drainage matters and welcome continued coordination. Please let us know if you have any questions.

Thanks,



Thao Nguyen Nguyen | Staff Engineer
Contra Costa County Flood Control & Water Conservation District
255 Glacier Drive, Martinez, CA 94553
thao.nguyen@pw.cccounty.us | Office: 925-313-2197

From: Villagrana, Monique <mvillagrana@antiochca.gov>

Sent: Thursday, March 14, 2024 1:30 PM

Subject: City of Antioch Project Routing for Good Chance Property (PRE2023-0004)

You don't often get email from mvillagrana@antiochca.gov. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

The City of Antioch Planning Division is requesting your review of the project information and plans contained in the attached document.

Please provide feedback on availability of services, potential design or code conflicts,

D47

requirements for additional permits and draft conditions of project approval.

Responses are requested at your earliest availability, by or before April 4, 2024, to Zoe Merideth at zmerideth@antiochca.gov.

Thank you in advance for your time and collaboration.

Monique Villagrana

Community Development Technician | Planning Division

☎: (925) 779-6163 (Direct)

☎: (925) 779-6159 (Main)

☎: (925) 779-7034 (Fax)

✉: mvillagrana@antiochca.gov

💻: www.antiochca.gov

Community Development Department | 200 'H' Street, Antioch, CA 94509-1005



Development #: **Good Chance Property**

APN: **076-021-006**

Drainage Area: **55**

Commercial/Industrial/Downtown

Office (Medium)

Office (Light)

Multifamily Residences

Less than 2,500 square ft of land

2,500-2,999 (square feet per unit)

3,000-3,999

4,000-4,999

5,000-5,999

6,000-6,999

7,000-7,999

8,000 +

Single Family Residential

4,000-4,999 (square feet per unit)

5,000-5,999

6,000-6,999

7,000-7,999

8,000-9,999

10,000-13,999

14,000-19,999

20,000-29,999

30,000-39,999

40,000 +

Fee Schedule: 2024

Ordinance: 2002-23

Date: 20-Mar-24

Building			Subdivision		
Unit Price	QTY	Amount	Unit Price	QTY	Amount
\$ 46,466	-	-	\$ 49,912	-	-
39,821	-	-	44,499	-	-
33,324	-	-	37,561	-	-

Building			Subdivision		
Unit Price	QTY	Amount	Unit Price	QTY	Amount
\$ 36,612	-	-	\$ 36,612	-	-
2,170	-	-	2,170	-	-
2,486	-	-	2,486	-	-
2,893	-	-	2,893	-	-
3,311	-	-	3,311	-	-
3,718	-	-	3,718	-	-
4,113	-	-	4,113	-	-
4,317	-	-	4,317	-	-

Building			Subdivision		
Unit Price	QTY	Amount	Unit Price	QTY	Amount
\$ 3,040	-	-	\$ 4,870	-	-
3,175	-	-	5,074	-	-
3,311	-	-	5,277	-	-
3,447	-	-	5,481	-	-
3,650	-	-	5,774	-	-
4,057	-	-	6,362	4	25,448.00
4,735	-	-	7,322	4	29,288.00
5,853	-	-	8,780	4	35,120.00
7,266	-	-	10,486	1	10,486.00
8,712	-	-	12,080	-	-

(Amount Below to be added to the total.)

Sqr Ft.	Unit Price	Amount
Area of impervious surface of the ADUs: 9,100	1.13	\$ 10,283.00

TOTAL: \$110,625.00

Calculate DA 130 fee if checked

Mark box to add mitigation fee

n/a

Comments:

This fee estimate is based on charges for 13 individual single-family residential units' lot sizes and the combined impervious area of the ADUs as shown on the Preliminary Development Plan Site Layout (Sheet C8/9) by Milani & Associates, dated August 2023. Based on Ordinance 2002-233 of DA 46: This project is eligible for 100 SF deduction for each of the ADU units. Therefore, new impervious surface = (800SF - 100SF) * 13 ADU units = 9100 SF

Prepared by: Thao Nguyen

Lot Closure

LOT #	(square feet)
1	35,447
2	15,447
3	14,510
4	13,506
5	12,502
6	25,287
7	23,462
8	21,999
9	12,199
10	13,919
11	15,638
12	17,357
13	29,304
14	-
15	-
16	-
17	-
18	-
19	-
20	-
21	-
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99	-
100	-

Total Area (ft²): 250,575

Total Area (Acres): 5.752

Comments:

AREA (SF)	QTY
<2,500	-
2,500-2,999	-
3,000-3,999	-
4,000-4,999	-
5,000-5,999	-
6,000-6,999	-
7,000-7,999	-
8,000-9,999	-
10,000-13,999	4
14,000-19,999	4
20,000-29,999	4
30,000-39,999	1
40,000 +	-

I:\pw-data\grpdata\fdct\CurDev\CITIES\Antioch\3055-06\APN 076-021-006, Good Chance Property\DA 55 Fee - Good Chance Property.xlsx\Worksheet

Print Date: April 1, 2024

I:\pw-data\grpdata\fdct\CurDev\CITIES\Antioch\3055-06\APN 076-021-006, Good Cha

Print Date: April 1, 2024

Summary of Drainage Fees

Development #: **Good Chance Property**
APN: **076-021-006**
Drainage Area: **55**

Date: 20-Mar-24
Ordinance: 2002-23

Fee Schedule: 2024

Commercial/Industrial/Downtown
Office (Medium)
Office (Light)

Building			Subdivision		
Unit Price	QTY	Amount	Unit Price	QTY	Amount
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39,821	-	-	44,499	-	-
33,324	-	-	37,561	-	-
Building			Subdivision		
Unit Price	QTY	Amount	Unit Price	QTY	Amount
\$ 36,612	-	-	\$ 36,612	-	-
2,170	-	-	2,170	-	-
2,486	-	-	2,486	-	-
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3,311	-	-	3,311	-	-
3,718	-	-	3,718	-	-
4,113	-	-	4,113	-	-
4,317	-	-	4,317	-	-
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8,712	-	-	12,080	-	-

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4,000-4,999 (square feet per unit)
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40,000 +

(Amount Below to be added to the total.)

Area of impervious surface of the ADUs:	Sqr Ft.	Unit Price	Amount	TOTAL:	\$110,625.00
	9,100	1.13	\$ 10,283.00		

Calculate DA 130 fee if checked ☐

Mark box to add mitigation fee ☐ n/a

Comments:

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1	35,447	35	-
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4	13,506	38	-
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7	23,462	41	-
8	21,999	42	-
9	12,199	43	-
10	13,919	44	-
11	15,638	45	-
12	17,357	46	-
13	29,304	47	-
14	-	48	-
15	-	49	-
16	-	50	-
17	-	51	-
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		97	-
		98	-
		99	-
		100	-

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3,000-3,999	-
4,000-4,999	-
5,000-5,999	-
6,000-6,999	-
7,000-7,999	-
8,000-9,999	-
10,000-13,999	4
14,000-19,999	4
20,000-29,999	4
30,000-39,999	1
40,000 +	-

ATTACHMENT E

From: Valerie Randolph <[REDACTED]>
Sent: Tuesday, August 6, 2024 4:04 PM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

City Clerk Ellie Householder,

Dear Mayor and City Council,

Should the project come before you, please do not support the proposal to build houses at the entrance of Black Diamond Mines Regional Preserve.

On July 17, the Antioch Planning Commission reviewed a project from Good Chance Development to develop 13 lots on 16 acres on the hill along Somersville Road, just north of and next to Black Diamond Mines Regional Preserve and south of James Donlan Boulevard. The developer seeks a general plan amendment to change the zoning from open space to low-density or medium-density residential development.

I want to voice my concerns about this proposal should it come before the Antioch City Council, which are shared by local agencies, and note that all Antioch Planning Commissioners raised objections to this project.

Our city must buffer the parks and protected open space areas we have from negative impacts. This project from Good Chance Development would do the opposite.

Planning Commissioners, local agencies, and Antioch residents have expressed concerns about the proposed project's fire risk, steep slopes, proximity to Markley Creek, impacts on Black Diamond Mines Regional Preserve, and the additional planned accessory dwelling units (ADUs) and junior ADUs (and potential evacuation difficulties with only one way out for that many people).

They have also raised concerns about the site's history as an unlicensed dump, citing methane emissions as well as public health, erosion, landslides, and subsidence risks.

In light of these concerns, I urge you to join the Antioch Planning Commission and the community in opposing this development. Protecting our open spaces and ensuring the safety and well-being of our residents should remain top priorities.

Thank you,

Valerie Randolph

[REDACTED]

Antioch, California 94509

From: Bo Dash <[REDACTED]>
Sent: Tuesday, August 6, 2024 4:07 PM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

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Thank you,

Bo Dash

[REDACTED]

[REDACTED]

Antioch, California 94509

From: Deborah Cullen <[REDACTED]>
Sent: Tuesday, August 6, 2024 4:13 PM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

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Thank you,

Deborah Cullen

[REDACTED]

[REDACTED]

Antioch, California 94509

From: Samantha S [REDACTED] >
Sent: Tuesday, August 6, 2024 4:30 PM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

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City Clerk Ellie Householder,

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Thank you,

Samantha S

[REDACTED]

Brentwood, California 94513

From: Kristy Jardim <[REDACTED]>
Sent: Tuesday, August 6, 2024 4:36 PM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

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Thank you,

Kristy Jardim

[REDACTED]

[REDACTED]

Antioch, California 94509

From: VINCE AUGUSTA <[REDACTED]>
Sent: Tuesday, August 6, 2024 5:00 PM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

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Thank you,

VINCE AUGUSTA

[REDACTED]

[REDACTED]

Antioch, California 94509

From: Mark Murray <[REDACTED]>
Sent: Tuesday, August 6, 2024 5:35 PM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

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Dear Mayor and City Council,

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On July 17, the Antioch Planning Commission reviewed a project from Good Chance Development to develop 13 lots on 16 acres on the hill along Somersville Road, just north of and next to Black Diamond Mines Regional Preserve and south of James Donlan Boulevard. The developer seeks a general plan amendment to change the zoning from open space to low-density or medium-density residential development.

I want to voice my concerns about this proposal should it come before the Antioch City Council, which are shared by local agencies, and note that all Antioch Planning Commissioners raised objections to this project.

Our city must buffer the parks and protected open space areas we have from negative impacts. This project from Good Chance Development would do the opposite.

Planning Commissioners, local agencies, and Antioch residents have expressed concerns about the proposed project's fire risk, steep slopes, proximity to Markley Creek, impacts on Black Diamond Mines Regional Preserve, and the additional planned accessory dwelling units (ADUs) and junior ADUs (and potential evacuation difficulties with only one way out for that many people).

They have also raised concerns about the site's history as an unlicensed dump, citing methane emissions as well as public health, erosion, landslides, and subsidence risks.

In light of these concerns, I urge you to join the Antioch Planning Commission and the community in opposing this development. Protecting our open spaces and ensuring the safety and well-being of our residents should remain top priorities.

Thank you,

Mark Murray

[REDACTED]

[REDACTED]

Antioch , California 94509

From: Sally de Becker <[REDACTED]>
Sent: Tuesday, August 6, 2024 5:43 PM
To: City Clerk
Subject: Oppose the project next to Black Diamond Mines!

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

City Clerk Ellie Householder,

Dear Mayor and City Council,

Should the project come before you, please do not support the proposal to build houses at the entrance of Black Diamond Mines Regional Preserve.

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Thank you,

Sally de Becker

[REDACTED]

[REDACTED]

Berkeley, 94703

From: Laurence White <[REDACTED]>
Sent: Tuesday, August 6, 2024 6:30 PM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

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City Clerk Ellie Householder,

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Thank you,

Laurence White

[REDACTED]

[REDACTED]

Antioch, California 94509

From: Nati Flores paniagua <[REDACTED]>
Sent: Tuesday, August 6, 2024 6:47 PM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

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Thank you,

Nati Flores paniagua

[REDACTED]

[REDACTED]

Antioch, California 94531

From: Denise Baquing <[REDACTED]>
Sent: Tuesday, August 6, 2024 7:16 PM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

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City Clerk Ellie Householder,

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Thank you,

Denise Baquing

[REDACTED]

[REDACTED]

Antioch, California 94509

From: Carol Kuhn <[REDACTED]>
Sent: Tuesday, August 6, 2024 8:50 PM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

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Thank you,

Carol Kuhn

[REDACTED]

[REDACTED]

Antioch , California 94509

From: Yensi Kaplan <[REDACTED]>
Sent: Tuesday, August 6, 2024 9:46 PM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

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City Clerk Ellie Householder,

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Thank you,

Yensi Kaplan

[REDACTED]

[REDACTED]

Antioch, California 94531

From: Wilmetta Silva <[REDACTED]>
Sent: Tuesday, August 6, 2024 11:34 PM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

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City Clerk Ellie Householder,

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Thank you,

Wilmetta Silva

[REDACTED]

[REDACTED]

Antioch, California 94509

From: Dennis Daigle <[REDACTED]>
Sent: Wednesday, August 7, 2024 2:27 AM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

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City Clerk Ellie Householder,

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Thank you,

Dennis Daigle

[REDACTED]

[REDACTED]

Antioch, California 94531

From: steven amaral <[REDACTED]>
Sent: Wednesday, August 7, 2024 3:13 AM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

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City Clerk Ellie Householder,

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Thank you,

steven amaral

[REDACTED]

[REDACTED] antioch ca.94531

ANTIOCH, California 94531

From: Sandra Fuentes [REDACTED]
Sent: Wednesday, August 7, 2024 5:28 AM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

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City Clerk Ellie Householder,

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In light of these concerns, I urge you to join the Antioch Planning Commission and the community in opposing this development. Protecting our open spaces and ensuring the safety and well-being of our residents should remain top priorities.

Thank you,

Sandra Fuentes

[REDACTED]

[REDACTED]

Antioch, California 94509

From: Rosanne Carey <[REDACTED]>
Sent: Wednesday, August 7, 2024 6:36 AM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

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City Clerk Ellie Householder,

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Thank you,

Rosanne Carey

[REDACTED]

[REDACTED]

Antioch , California 94509

From: Kirin White <[REDACTED]>
Sent: Wednesday, August 7, 2024 6:49 AM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

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City Clerk Ellie Householder,

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Thank you,

Kirin White

[REDACTED]

[REDACTED]

Antioch, California 94531

From: Bernabe Leiva <[REDACTED]>
Sent: Wednesday, August 7, 2024 8:29 AM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

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City Clerk Ellie Householder,

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Thank you,

Bernabe Leiva

[REDACTED]

[REDACTED]

Antioch, California 94531

From: Johanna Leiva <[REDACTED]>
Sent: Wednesday, August 7, 2024 8:30 AM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

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City Clerk Ellie Householder,

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Thank you,

Johanna Leiva

[REDACTED]

[REDACTED]

Antioch, California 94531

From: Lizbeth Gutierrez <[REDACTED]>
Sent: Tuesday, August 6, 2024 5:02 PM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

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City Clerk Ellie Householder,

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Thank you,

Lizbeth Gutierrez

[REDACTED]

[REDACTED]

Pittsburg , California 94565

From: Lisa Florez <[REDACTED]>
Sent: Tuesday, August 6, 2024 4:16 PM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

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City Clerk Ellie Householder,

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Thank you,

Lisa Florez

[REDACTED]

[REDACTED]

Antioch, California 94509

From: Karen Spangler <[REDACTED]>
Sent: Tuesday, August 6, 2024 4:05 PM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

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City Clerk Ellie Householder,

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They have also raised concerns about the site's history as an unlicensed dump, citing methane emissions as well as public health, erosion, landslides, and subsidence risks.

In light of these concerns, I urge you to join the Antioch Planning Commission and the community in opposing this development. Protecting our open spaces and ensuring the safety and well-being of our residents should remain top priorities.

Thank you,

Karen Spangler

[REDACTED]

[REDACTED]

Antioch, California 94509

From: Sierra Asnicar <[REDACTED]>
Sent: Tuesday, August 6, 2024 6:03 PM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

City Clerk Ellie Householder,

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Thank you,

Sierra Asnicar

[REDACTED]

[REDACTED] Dublin, Ca 94568

Dublin, California 94568

From: Joe Sousa <[REDACTED]>
Sent: Tuesday, August 6, 2024 4:18 PM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

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Thank you,

Joe Sousa

[REDACTED]

[REDACTED]

Antioch, California 94509

From: mike hopkins [REDACTED] >
Sent: Tuesday, August 6, 2024 5:19 PM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

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Thank you,

mike hopkins

[REDACTED]

[REDACTED] Antioch, CA 94531

ANTIOCH, California 94531

From: Nicole Geeting <[REDACTED]>
Sent: Friday, August 9, 2024 7:48 AM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

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Thank you,

Nicole Geeting

[REDACTED]

[REDACTED]

Antioch, California 94509

From: Jake DeSoto <[REDACTED]>
Sent: Friday, August 9, 2024 5:44 AM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

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Thank you,

Jake DeSoto

[REDACTED]

[REDACTED]

ANTIOCH, California 94509

From: Noelle Ochinang [REDACTED] >
Sent: Thursday, August 8, 2024 11:52 PM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

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City Clerk Ellie Householder,

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Thank you,

Noelle Ochinang

[REDACTED]

[REDACTED]

Antioch, California 94531

From: Marcel Saunders <[REDACTED]>
Sent: Thursday, August 8, 2024 9:40 AM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

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Thank you,

Marcel Saunders

[REDACTED]

[REDACTED]

Antioch, California 94509

From: Taneshia Jackson <[REDACTED]>
Sent: Friday, August 9, 2024 8:37 PM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

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Thank you,

Taneshia Jackson

[REDACTED]

[REDACTED]

Antioch, California 94509

From: Joan Scotto <[REDACTED]>
Sent: Saturday, August 10, 2024 4:56 PM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

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Thank you,

Joan Scotto

[REDACTED]

[REDACTED]

Antioch, California 94509 5150

From: [REDACTED] <[REDACTED]>
Sent: Sunday, August 11, 2024 10:40 AM
To: City Clerk
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!

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Thank you,

[REDACTED]

[REDACTED]

Antioch, California 94509

From: [Nicole Armstrong](#)
To: [City Clerk](#)
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!
Date: Friday, August 9, 2024 4:45:22 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

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Thank you,

Nicole Armstrong

[REDACTED]
[REDACTED]

Pittsburg, California 94565-4428

From: [Mozell Quarles](#)
To: [City Clerk](#)
Subject: Keep our open spaces protected, and oppose the project next to Black Diamond Mines!
Date: Wednesday, August 7, 2024 2:19:24 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

City Clerk Ellie Householder,

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Thank you,

Mozell Quarles

[REDACTED]
[REDACTED]

E71

Antioch, California 94531-8633

Good Chance Preliminary Development Plan Review

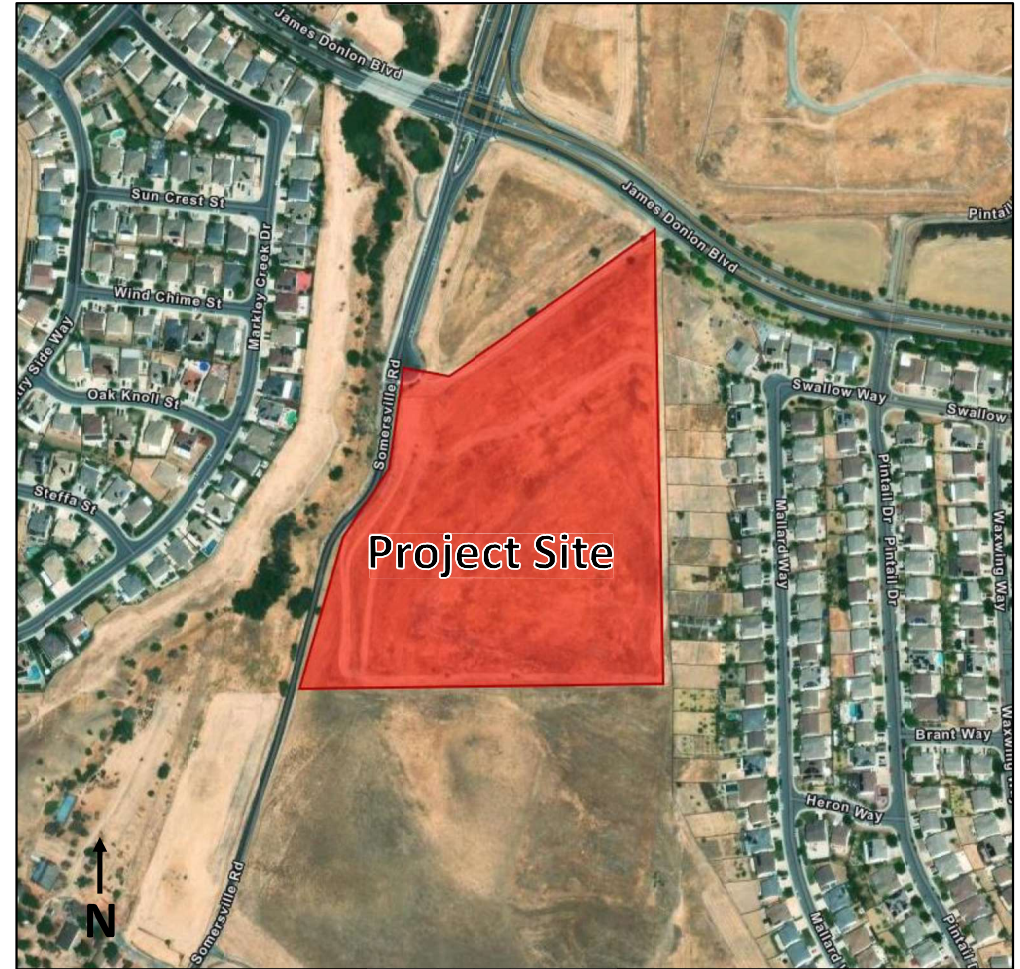
***City Council
August 27, 2024***

Preliminary Development Plan (PDP)

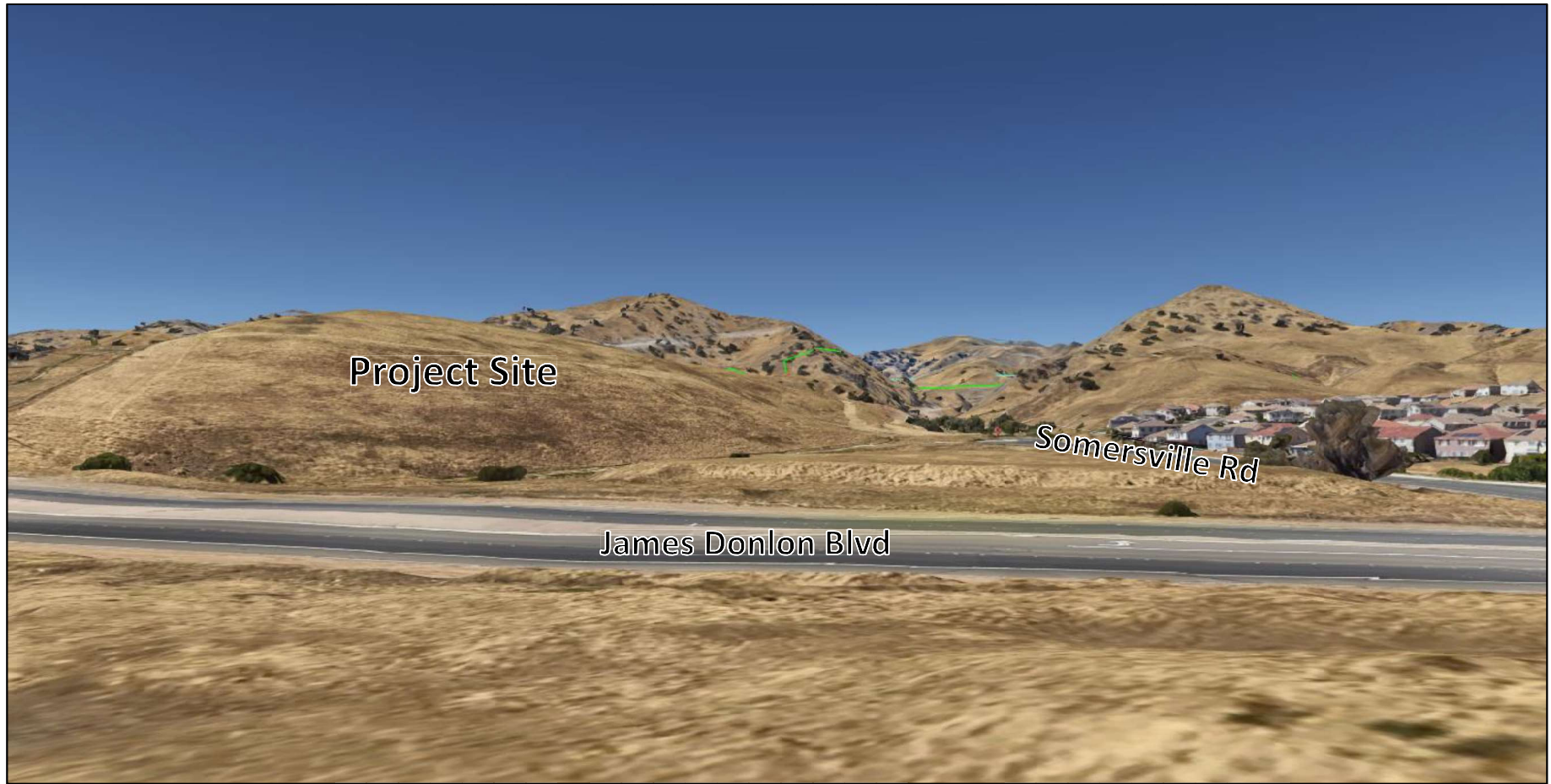
- Purpose of PDP review is to gather feedback for the applicant to become aware of concerns and/or issues to be addressed.
- PDP review is a non entitlement action and does not require environmental review.

Project Location

- Located on Somersville Road south of James Donlon Boulevard.
- Existing GP Designation: Open Space
- Existing Zoning: R-6



Project Location



Proposed Project

- General Plan Land Use Amendment From Open Space (OS) to Medium Low Density Residential (MLDR).
- Zoning Amendment from R-6 to Planned Development (PD).
- 13 single-family residences with detached accessory dwelling units (ADUs).

Site Plan



Objective Design Standards

- Citywide Objective Design Standards apply to residential projects including building siting, architectural style, parking, and landscaping.
- The Objective Design Standards Checklist will be required as part of the Design Review Application to illustrate compliance.



Department and Agency Comments

- City Engineering concerns regarding grading, utilities, street width, and drainage.
- Republic Services concerns with access and circulation.
- Contra Cost County Health concerns with former landfill site.
- East bay Regional Park District concerns with:
 - Black Diamond Mines Regional Preserve Entrance;
 - Cultural Resources;
 - Erosion of former landfill site; and
 - Steep slope of the project site.

Planning Commission Hearing

- July 17, 2024 Antioch Planning Commission hearing
 - Concerns regarding residential development on steep slopes and former landfill site
 - Lack of nearby services
 - The addition of ADUs and JADUs
 - One Commissioner could support residential development if all environmental issues were addressed

Conclusion

- Staff is requesting that the City Council provide the applicant feedback for the proposed project.
- Specifically, staff recommends feedback on the following items:
 - Proposed General Plan land use amendment from OS to MLDR.
 - Residential development on a former landfill site.
 - The amount of grading required.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 27, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Thomas Lloyd Smith, City Attorney [TLS](#)

SUBJECT: Introduction of Ordinance: Approving Councilmember Increases in Salary in Accordance with Senate Bill 329. The Council Pay will Increase from \$1,604 Per Month to \$1,900 Per Month and Will Not Take Effect Until the Next City Council is Seated After the November 2024 Election

RECOMMENDED ACTION

It is recommended that the City Council introduce by title only and waive the further reading of the ordinance increasing councilmember compensation to one thousand nine hundred dollars (\$1,900) per month for a total of twenty-two thousand eight hundred dollars (\$22,800) per year.

FISCAL IMPACT

If this ordinance is adopted City Council salaries as well as the salaries of the City Clerk and the City Treasurer, in accordance with the City's municipal code (sections 2-1.701 and 2-1.702), would increase to one thousand nine hundred dollars (\$1,900) per month for a total of twenty-two thousand eight hundred dollars (\$22,800) per year. The effective date of the increase in salaries would be planned for December 10, 2024.

The current salaries of city council members, the City Clerk, and the City Treasurer are \$1,600.04 for each elected official per month with a total monthly salary of \$11,200.28 per month for all elected officials. If this ordinance is adopted, the increase in salary per elected official would be \$299.96. The total monthly increase for all elected officials would be \$2,099.72 (7 elected officials at \$299.96 per elected official). Therefore, the fiscal impact of adopting this ordinance for the remainder of FY 2024-25 would be additional salary of \$14,698.04 for all elected officials.

DISCUSSION

On June 29, 2023 Governor Newsom signed into law Senate Bill 329 ("SB 329"), which increases the compensation that councilmembers of general law cities may receive for their work.

1. Why Did the State of California Increase the Councilmember Compensation Limit?

The State Legislature found and declared the following reasons for adopting Senate Bill 329 to increase the compensation limits for City Councilmembers:

- (a) The compensation schedule for general law cities has not been adjusted since 1984, meaning that city council compensation has not kept pace with inflation.
- (b) Allowing cities to adjust their compensation for inflation since 1984 may help city councils become more diverse because increased compensation can help individuals from across different income levels receive sufficient income from their service to help ensure that they can continue to serve the public and support their families.

2. What is the Compensation Limit for the Antioch City Council? How is it determined?

Senate Bill 329 amends Government Code section 36516 to increase the maximum salaries identified in the schedule. The maximum salary per city is determined by each city's population. The City of Antioch is included in the bracket cities over 75,000 up to and including 150,000 in population, which may compensate councilmembers up to and including one thousand nine hundred dollars (**\$1,900**) per month totaling twenty-two thousand eight hundred dollars (**\$22,800**) per year.¹

Senate Bill 329 also authorizes the salary of council members to be increased beyond the specified maximum to an amount not exceeding the greater of either 5% for each calendar year from the effective date of the last adjustment of the salary or an amount equal to inflation since January 1, 2024, based on the California Consumer Price Index (not to exceed 10% per calendar year).

3. What is the Process for a City Council to Increase its Compensation?

Government Code section 36516 authorizes a city council to enact an ordinance providing each member of the city council a salary, within a maximum limit based upon the population of the city in accordance with a specific schedule. Salary increases cannot exceed 5% for each calendar year from the operative date of the last adjustment of the salary that is in effect when the increase is enacted.

SB 329 requires the City Council to pass an ordinance increasing council member compensation. The City Council must consider the adoption of an ordinance to increase compensation in open session during at least two regular meetings of the City Council. At the first meeting, the City Council must present the proposed ordinance and it must include findings demonstrating the need for the increased compensation. At the second meeting, the City Council may consider whether to adopt the ordinance. A majority vote of the entire Antioch City Council is required. If the ordinance passes, it will become effective 30 days after the date of adoption.

¹ Government Code 36516(a)(1)(D)

SB 329 went into effect on January 1, 2024. In accordance with Government Code section 36516.5, any council salary increase takes effect when at least one member of the City Council commences a new term. Therefore, if the Antioch City Council adopts an ordinance concerning this matter and the ordinance becomes effective prior to the November 2024 election, the councilmember salary increases would become effective upon the commencement of new councilmember terms following the November 2024 election.

An ordinance cannot be enacted or amended to provide automatic future increases in salary. Any retirement, health and welfare, federal social security benefits, or reimbursement for actual and necessary expenses are not included for purposes of determining salary under section 36516.

4. City Council Direction to Staff

On June 11, 2024, City Council gave direction to staff to prepare an ordinance for consideration that would increase City Council salaries to the current limits established by Senate Bill 329.

ATTACHMENTS

A. Proposed Ordinance

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AMENDING
SECTION 2-1.206 OF THE ANTIOCH MUNICIPAL CODE RELATING TO
COMPENSATION FOR CITY COUNCIL MEMBERS**

WHEREAS, Government Code Section 36516 (§36516) establishes limits on the amount of compensation that city council members may receive for their service as elected officials;

WHEREAS, Senate Bill 329 (SB 329), signed into law by Governor Gavin Newsom on June 29, 2023, increases the maximum base tiers for city council salaries, based upon the population of a municipality, that may be approved by a city council by an ordinance or amendment thereto;

WHEREAS, the California Legislature passed SB 329 as acknowledgement of the important work of local governments, as well as the time and dedication that elected public service requires;

WHEREAS, in considering SB 329, the California Legislature found that city council compensation has not kept pace with inflation;

WHEREAS, the California Legislature determined that allowing cities to adjust their compensation for inflation may help city councils become more diverse because increased compensation can help individuals from across different income levels receive sufficient income from their service to help ensure that they can continue to serve the public and support their families;

WHEREAS, in addition to establishing revised maximum base tiers for city council salaries, SB 329 continues to provide that salaries for council members may be increased by either by an amount not to exceed 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted, or by an amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index (CCPI), which shall not exceed 10 percent for each calendar year applied, whichever applied formula is greater; and

WHEREAS, the City Council of the City of Antioch ("City Council") wishes to modify the salary compensation for all members of the City Council in accordance with the newly established maximum under SB 329.

The City Council of the City of Antioch does ordain as follows:

SECTION 1. Recitals. The above recitals are incorporated by reference as though set forth in full in this section.

SECTION 2. Amendment. Section 2-1.206 of the Antioch Municipal Code, "Council Member Salary; Operative Date", shall now read as follows:

§ 2-1.206 COUNCIL MEMBER SALARY; OPERATIVE DATE.

Pursuant to Cal. Gov't Code § 36516, the salary for each member of the City Council is hereby set at \$1,900.00 per month. The provisions of this section shall become operative on December 10, 2024.

SECTION 3. CEQA. The adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), which provides that CEQA only applies to projects which have the potential for causing a significant effect on the environment. Where it can be determined that the proposed project will not have a significant adverse effect on the environment, the project is not subject to CEQA. This Ordinance increases the salary of City Council members, and does not propose nor authorize any action or specific project that would have the potential to cause a significant adverse effect on the environment.

SECTION 4. Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable, or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

SECTION 5. Publication; Effective Date. This Ordinance shall take effect within thirty (30) days from and after the date of its adoption by the City Council at a second reading and shall be posted and published in accordance with the California Government Code.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 27th day of August 2024, and passed and adopted at a regular meeting thereof, held on the ____ day of September 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTEST:


ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 27, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ana Cortez, Human Resources Director 

SUBJECT: Appointment of Bessie M. Scott as City Manager and Approval of an Employment Agreement with Bessie M. Scott for City Manager Services

RECOMMENDED ACTION

It is recommended that the City Council:

1. approve the Agreement appointing Bessie M. Scott as City Manager for a term of two years with an annual salary of \$ [REDACTED] (Salary Schedule Step [REDACTED])
2. approve reimbursement of additional moving expenses up to [REDACTED]; and
3. authorize the Mayor to sign the Agreement in a form approved by the City Attorney.

FISCAL IMPACT

The City Manager position is an existing budgeted full-time position and funding is available in the current fiscal year budget. The total cost for the City Manager position will be \$ [REDACTED] in Fiscal Year 2025, which includes the cost for salary and benefits charged to the General Fund.

DISCUSSION

After receiving direction from the City Council to start the recruitment process for the City Manager position. A Request for Proposal (RFP) was advertised for a recruitment consultant to conduct nation-wide search for the next City Manager. MGT of America Consulting, LLC (formerly GovHR USA, Inc) was selected as the most qualified firm to conduct the recruitment.

MGT of America Consulting, LLC conducted an extensive national search that included an evaluation of applicants work history and their qualification.

Bessie M. Scott was selected as the final candidate and has completed the background process.

Ms. Scott has a Master's degree in Public Administration from University of Washington and a Bachelor of Arts degree in Law and Society/Philosophy from University of California, Santa Barbara. She has public sector experience in various areas such as public safety, housing programs and municipal policy administration. Currently, is working as a Deputy Inspector General for Public Safety with the City of Seattle. In her current role, she ensures consistent policy interpretation across all functions of public safety, including Audits, Investigations, Policy and Standards and Compliance. Some of her career accomplishments include:

- Managed a Home from School Program, which was a pilot initiative that paired a Housing Choice Voucher with a family experiencing homelessness and living in a shelter near a school in Seattle. The program was a success and housed over 250 families in the first year.
- Managed a grant-funded Education and Outreach Initiative (EOI) Statewide Fair Housing Testing Program.

Ms. Scott has been identified as a suitable candidate for the City Manager position.

The proposed Agreement with Ms. Scott includes an annual salary of \$ [REDACTED] (Salary Schedule Step [REDACTED]). Her benefits are consistent with other Executive Management employees. Ms. Scott will serve at the pleasure of the City Council majority.

ATTACHMENTS

A. Proposed Employment Agreement with Bessie M. Scott

Exhibit 1: City of Antioch Management Benefit Document October 1, 2016 through September 30, 2021 (includes Side Letter)

**CITY OF ANTIOCH AGREEMENT
WITH
BESSIE M. SCOTT
FOR
CITY MANAGER SERVICES**

The Agreement ("Agreement"), dated for reference purposes only the [REDACTED] day of [REDACTED], 2024, is made and entered into at Antioch, California by and between the City of Antioch, California ("**City**") and Bessie M. Scott ("**Scott**").

RECITALS

WHEREAS, the City requires the services of a person with proven executive and administrative qualifications to fill the position of City Manager;

WHEREAS, the City, acting by and through its City Council, desires to employ the services of Scott as City Manager and to appropriately compensate her for such services; and

WHEREAS, Scott desires to be employed by the City as City Manager for appropriate compensation and conditions of employment.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions contained in this Agreement, the City and Scott agree as follows:

Section 1 – Appointment. The City agrees to employ and appoint Scott to the position of City Manager for the City of Antioch, California upon the commencement of the Term defined below and does hereby confer upon and delegate to Scott all of the duties, powers, and responsibilities of City Manager as the same are set forth in State law, the City of Antioch Municipal Code, the ordinances, resolutions, policies, rules and regulations existing thereunder, and the provisions of this Agreement ("the Services"). Scott accepts employment as City Manager and agrees to serve as such. Scott serves at the pleasure of a majority of the City Council, and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Scott at any time, subject only to the provisions of this Agreement.

Section 2 – Term. The initial term of this Agreement shall be for a period of twenty-four (24) months beginning 12:00 a.m. [REDACTED], 2024 and shall continue until 12:00 a.m. [REDACTED], 2026 (the "Initial Termination Date").

Section 3– Duties. As City Manager, Scott shall perform the duties and the responsibilities commonly assigned to a city manager of a city in California, and as may further be set forth in Antioch Municipal Code, the ordinances, resolutions, policies, rules and regulations existing thereunder. City Manager shall perform such other legally permissible and proper duties and functions consistent with the Office of City Manager, as the City Council shall from time-to-time assign. Scott accepts employment subject to the terms and conditions of this Agreement and agrees: (1) to perform all such duties and

functions in a professional and ethical manner to the best of her skill and ability; (2) and to use her best efforts to promote and advance the interests and the City Council's goals and objectives. It is expected that Scott shall abide by the ICMA Code of Ethics. Scott is encouraged to participate in community and civic affairs. Scott also acknowledges that the position of City Manager is a position of high visibility before the public and agrees that she shall conduct herself before the public and City staff, both during and outside of regular working hours, in a manner that reflects favorably on the City.

The parties acknowledge that Antioch is a general law city that operates under a Council-Manager form of government and that the City Manager is therefore vested with responsibility for the administration of all City finances and operations in accordance with the City's ordinances, policies and budgets passed by the City Council. Such responsibility includes but is not limited to the authority, without interference from the City Council, to hire, manage, promote, discipline and terminate all non-elected City employees, except the City Attorney, in accordance with any active collective bargaining agreements and the laws and ordinances to which the City is subject, whether local, state or federal.

Section 4 – Hours of Work. Scott's employment shall be Full Time. Scott understands and agrees that the City Manager devotes a great deal of time outside the normal office hours schedule. To that end, Scott shall maintain an appropriate work schedule recognizing City Hall's work hours and community meetings. Scott shall also work on such evenings, weekends and other times as are necessary.

Section 5 – Devotion to City Business. Scott shall not to undertake any other employment during the term of this Agreement, except as may be specifically authorized by the City Council. Scott further shall not engage in any business, education, professional, charitable, or other activities that would conflict or materially interfere with her City Manager duties, except as may be specifically authorized by the City Council.

Section 6 – Termination by Scott. Scott may terminate this Agreement and resign as City Manager at any time, for any reason, upon 45 days prior written notice to the City. Upon receipt of written notice from Scott, the City may elect to immediately remove Scott from her position as City Manager or to allow Scott to remain as City Manager for all or any part of the notice period. If the City removes Scott from her position as City Manager prior to the expiration of notice period, the City will pay Scott an amount equal to the salary and benefits that Scott would have received if she had remained in the City Manager position until the expiration of notice period, less legally required withholdings. If the City advises Scott that she should continue to perform her duties and functions as City Manager during the notice period, and Scott fails to do so, Scott will receive no salary or benefits after the last date on which she actually performs her City Manager duties and functions.

Section 7 – Termination by City.

- A. **Termination for Good Cause.** The City Manager may be discharged for Good Cause. Good Cause includes, without limitation, and as determined in the reasonable discretions of the City, any of the following:

(1) insubordination; (2) willful misconduct, material or willful gross neglect, fraud, misappropriation, embezzlement, theft, or dishonesty; (3) disclosing confidential information of the City; (4) violation of Federal, State or local requirements pertaining to conflict of interest; (5) conviction of or a plea of nolo contendere to a felony or a misdemeanor involving moral turpitude, dishonesty, breach of trust, abuse of position, or unethical conduct felony; (6) involvement in any act involving moral turpitude that would compromise Scott's effective performance as City Manager; (7) taking a position adverse to the interests of the City without the City's prior written consent; (8) violation of any fiduciary duty owed to the City; (9) failure to abide by the employment restrictions under this Agreement; (10) continued abuse of drugs or alcohol that materially affects the performance of the City Manager's duties pursuant to this Agreement; (11) failure to observe or perform any of her duties and obligations under this Agreement, if that failure continues for a period of thirty (30) days after Scott receives written notice from the City Council specifying the acts or omissions deemed to constitute that failure; (12) a sustained finding of harassment, discrimination, or retaliation in an administrative investigation conducted by or on behalf of the City; and (14) failure to cooperate or participate in an administrative investigation conducted by or on behalf of the City.

If the City elects to terminate this Agreement for Good Cause, it will pay Scott for all earned pay and accrued, unused vacation leave at the time it notifies Scott of the termination decision, less legally required withholdings. Scott will be entitled to no pay or benefits after the date that the City notifies her that this Agreement and her employment by the City are being terminated for Good Cause. If the City Council intends to terminate this Agreement for Good Cause, it will provide notice of its intention to Scott with a written explanation of the basis for that decision, sent to Scott's last known home address at least 10 days prior to the City Council meeting in which the termination will be considered. Scott will have the right to meet with the City Council for the purposes of discussing the basis for her proposed termination for Good Cause prior to a final vote on her termination, which will take place in closed session unless Scott timely exercises any right she possesses under Government Code section 54957(b)(1)-(2), if applicable. In order to exercise her right to meet with the Council, Scott must provide a written request to meet to the Mayor of the City and the City Attorney within five days of the date of the meeting in which termination of employment will be considered. Failure to timely provide such written notice shall constitute a waiver of the right to be heard. Unless she timely exercises her right under Government Code section 54957(b)(1)-(2), to the extent those provisions are applicable, Scott shall have no right to be heard publicly by the City Council prior or subsequent to a final vote on her termination and hereby waives any right to be heard publicly under the Antioch Municipal Code; provided however that no provision of this Agreement shall constitute a waiver of Scott's rights in law or equity to recover damages caused by an abuse of this provision by the City.

- B. Termination without Good Cause. If the City elects to terminate this agreement and Scott's employment without Good Cause as defined in this Agreement, it shall not be required to provide any reasons for that decision to Scott or anyone else. Notice of Termination Without Cause shall be provided in writing.

The City will pay Scott for all earned pay and accrued, unused vacation benefits up to but not including the effective date of termination, less legally required withholdings. Additionally, the City will pay Scott her monthly salary and health benefits amount (meaning just what is known as the flexible benefits or cafeteria plan amount) at the rate she is earning on the date she is given notice that this Agreement and her employment are being terminated, less legally required withholdings ("severance payment") for twelve (12) months following such notice or until she receives comparable employment within such time, at which point the severance payments shall be discontinued. "Comparable employment" shall mean employment paying seventy-five (75%) or more of her then current city manager salary. Any payment of severance is specifically conditioned on Scott's execution of a waiver and release of all claims against the City accrued during the duration of Scott's employment with the City.

- C. Disability or Inability to Perform. If, as the result of long-term or permanent disability, sickness, accident, injury, mental incapacity or other personal health-related reason, Scott is unable to perform the essential duties and functions of the City Manager role, either with or without reasonable accommodation, Scott she for a period of 120 consecutive calendar days, the City may terminate this Agreement. If the City elects to terminate this Agreement based on Scott's inability to perform the essential duties and functions of the City Manager position, either with or without a reasonable accommodation, it will so advise Scott in a writing sent to Scott's last known home address. At the time the City provides such notice, it will pay Scott for all earned pay and accrued, unused vacation benefits, less legally required deductions. However, Scott will not be entitled to any severance payments described above pursuant to Section 7.B. of this Agreement. In exercising this option, the City will comply with its obligations under applicable state and federal disability and public retirement laws.
- D. Death. If during the term of this Agreement, the City Manager dies, the City Manager's estate shall receive then accrued salary and benefits but shall not be entitled to any additional compensation or payment, including severance payments described above pursuant to Section 7.B. of this Agreement.
- E. Conviction. Pursuant to Government Code section 53243 et seq., if Scott is convicted of a crime involving abuse of her position or involving moral turpitude, all of the following apply: (1) If Scott is provided with paid administrative leave pending an investigation, then Scott shall be required to fully reimburse City such amounts paid; (2) If City pays for the legal

defense of Scott, then Scott shall be required to fully reimburse City such amounts paid to the extent permitted by law; (3) If the City paid a cash settlement to Scott related to the termination of Scott, then Scott shall be required to fully reimburse City such amounts paid; and (4) any severance benefits not yet paid to Scott shall be forfeited.

Section 8 – Workplace Investigations. The City Council has authority, acting as a majority, to place the City Manager on paid administrative leave during the pendency of a workplace investigation in which the City Manager is an actual or potential subject, target or respondent. During such leave of absence, the Council shall designate an Acting City Manager to exercise the responsibilities of the City Manager or as otherwise dictated by the City's Municipal Code.

Section 9 – Compensation.

- A. Salary. The City agrees to pay Scott for the performance of her duties and functions an annual salary as follows: \$ [REDACTED], salary schedule Step (). The City Council shall determine annually whether Scott shall be granted a cost-of-living adjustment (COLA) provided other Executive Management employees and whether Scott shall be granted any additional salary increase.

Salary will be paid in installments at the same time that other employees of the City are paid. Scott shall not be entitled to receive payment or credit for, and City shall not pay or credit Scott for, overtime, compensated time off in lieu of overtime or other compensation except as expressly provided in this Agreement. Scott acknowledges that the position of City Manager is exempt from the provision of the Fair Labor Standards Act (FLSA).

- B. Benefits. During the term of this Agreement and her employment hereunder, Scott shall be entitled to receive benefits on the same terms and conditions as other Executive Management employees of the City as set forth in the current City of Antioch Management Benefit Document (the current City of Antioch Management Benefit Document dated October 1, 2016 through September 30, 2021 is attached as Exhibit 1), unless otherwise set forth in this Agreement.

- Retirement benefits available on the same terms and conditions as other Executive Management employees hired on or after January 1, 2013, who are new members of CalPERS and who were not in a reciprocal system, will be enrolled in the State-wide formula of 2.0% at 62; three-year average financial compensation period. In accordance with PEPR, these employees shall pay a PERS Employee Contribution Rate of 8.0% of the Normal Cost, as determined annually by CalPERS, or as may be amended through the Management Benefit Document for Executive Management employees.

- Scott is entitled to the City of Antioch's Medical-after-Retirement Account (MARA) benefit.

Except as expressly set forth in this Agreement, Scott shall not be entitled to nor be paid for any other benefits available to non-Executive Management employees of the City.

Section 10 – Performance Evaluations.

- The City Council recognizes that for the City Manager to respond to its needs and to grow in the performance of the City Manager's job, the City Manager needs to know how the City Council members evaluate the City Manager's performance. To assure that the City Manager gets this feedback, the City Council shall conduct an evaluation of the City Manager's performance on or about the six (6) month anniversary of the initial term of this agreement stated in Section 2.A. – Term. The City Council and the City Manager shall jointly define goals and performance objectives which they deem necessary for the proper operation of the City in the attainment of the City Council's policy objectives and shall establish the relative priority among the various goals and objectives. The City Council shall review and provide the City Manager with a written evaluation of her performance based on criteria established by the City Council with the City Manager's assistance. The City Council and the City Manager shall jointly establish written performance goals and objectives within the first 30 days of the initial term of this agreement stated in Section 2.A. - Term for the balance of the first year of the City Manager's service.
- The City Council shall review and consider Scott's performance as City Manager at least once annually. Scott shall remind the City Council of its obligations under this Section each year and shall work with the City Council to in finding an appropriate time to place her annual evaluation on the agenda. The City Council shall notify Scott in writing and in accordance with criteria established by the City Council in consultation with Scott, develop annual goals and performance objectives and shall further establish a relative priority among those goals and objectives. The annual performance evaluation shall be based, in whole or in part, on the on the goals and performance objectives developed by the City Counsel in consultation with Scott. Scott shall be provided a reasonable opportunity to discuss the evaluation with the City Council.

Section 11- Confidential Information. As City Manager, Scott will have access to privileged and/or confidential information relating to the City (or any City affiliate), its officials, employees, clients, consultants, and/or business associates. Privileged information shall include, without limitation, attorney-client privileged communications, attorney work product, closed session discussions and/or deliberations, and any information acquired by Scott in confidence by a public employee in the course of Scott performing her duties as City Manager duty that is not generally known outside of the City's organization and/or has not been officially disclosed to the public. Confidential information shall include, without limitation, privileged information, trade secrets,

personnel information, copyrightable material, financial reports, banking information, audit reports, forecasts, electronic logins, usernames, passwords, and any other information not generally known outside of the City's organization. Scott understands and agrees that any privileged and/or confidential information acquired in the course of performing her duties as City Manager is the property of the City and shall only be used for the benefit of the City and as is, or may be, necessary to perform the job responsibilities under this Agreement. Scott further agrees that she will not reveal any privileged and/or confidential information she that she learns or acquires while performing the duties and functions of City Manager to any person not authorized to receive the information, except with express writing consent of the City. Scott's obligations under this Section shall survive the termination of employment and the expiration of this Agreement. Scott further understands that attempting to use any such information against the City in any future subsequent proceeding against the City can be deemed "self-help" discovery and the City would be permitted to petition for the return of any unauthorized use and for appropriate sanctions to be issued.

Section 12 – City Property. Scott agrees that all materials, regardless of their form, that she receives, creates or produces in connection with this Agreement and/or her employment as City Manager are and will remain the exclusive property of the City. Scott will immediately deliver all originals of such materials to the City that are in her possession or control upon termination of this Agreement.

Section 13 – Assistance in Litigation. Scott agrees that she will furnish information and proper assistance to the City as it may reasonably require with any litigation in which it is or may become involved, either during or after the termination of this Agreement. Scott further agrees that she will not discuss, reveal or convey any information or documents pertaining to the City to any person or entity, or to any attorney for or representative of any person or entity, with actual or potential claims adverse to the City except pursuant to duly issued legal process or as otherwise authorized by the City. Scott agrees to notify the City immediately upon receipt of any legal process pertaining to the City. This provision shall not apply to any criminal investigation targeting any City official or employee.

Section 14 – Governing Law. This Agreement will be construed and enforced in accordance with the laws of the State of California.

Section 15 – Headings. The headings used in this Agreement are provided for convenience only and may not be used to construe meaning or intent.

Section 16 – Assignment. Neither this Agreement nor any interest in this Agreement may be assigned.

Section 17 – Severability. If any provision or portion of this Agreement is held to be invalid or unenforceable, this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable provision(s) or portion(s) had never been included.

Section 18 – Notices. Notices pursuant to this Agreement will be deposited with the United States Postal Service, postage prepaid and addressed as follows:

City:
Mayor's Office
City of Antioch
P.O. Box 5007
Antioch, CA 94531- 5007

With a copy to: City Attorney
City of Antioch
P.O. Box 5007
Antioch, CA 94531 – 5007

Scott:
Bessie M. Scott
at current address in the
City of Antioch payroll system

Section 19 – Modification. This Agreement may only be modified by a writing executed by the parties, the City Council having approved the modification on behalf of the City.

Section 20 – Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, and contains all agreements between Scott and the City regarding her employment as City Manager. Scott and the City agree that no representations, inducements, promises or agreements, oral or otherwise, have been made to either party, or anyone acting on behalf of either party, which are not stated herein, and that no agreement, statement, or promise not contained in this Agreement will be valid or binding on either party.

Section 21 – Effective Date. The effective date of this Agreement is the date this document is executed by the Mayor on behalf of the City; and all salary and other compensation benefits shall be paid in accordance with the first day that is referenced in Section 2.A. - Term.

(Signatures on following page)

City of Antioch

By: _____ Date: _____
Lamar Thorpe, Mayor

Approved as to form:

_____ Date: _____
Thomas Lloyd Smith, City Attorney

Attest

_____ Date: _____
Ellie Householder,
City Clerk of the City of Antioch

Accepted by:

_____ Date: _____
Bessie M. Scott

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular meeting of August 27, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Joseph Vigil, Police Captain

APPROVED BY: Brian Addington, Interim Chief of Police

SUBJECT: 2023 Annual Military Equipment Report

RECOMMENDED ACTION

It is recommended that the City Council review and approve the 2023 Annual Military Equipment Report.

FISCAL IMPACT

There is no fiscal impact in accepting this report.

DISCUSSION

Assembly Bill 481 (AB 481), approved on September 30, 2021, by Governor Gavin Newsom (codified as Chapter 12.8 of the California Government Code and commencing with section 7070 et seq.), requires all local law enforcement agencies obtain approval from the applicable governing body (City Council) via adoption of a “military equipment” use policy by ordinance prior to requesting, seeking funding, acquiring, collaborating with other jurisdictions about the deployment of military equipment, or using military equipment.

Section 7072 of the Government Code requires departments to prepare an annual equipment report. Section 7071 requires agencies submit reports to their governing bodies annual detailing the following:

1. A summary of how the military equipment was used and the purpose of its use.
2. A summary of any complaints or concerns received concerning the military equipment.
3. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

4. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
5. The quantity possessed for each type of military equipment.
6. If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(a) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

On June 17, 2024, the Antioch Police Department presented the Annual Military Equipment Report to the Antioch Police Oversight Commission.

The police department worked with commission members to clarify wording in the report as well as define separate heading sections. A clear process, specific for military equipment, was created for community members to ask questions, express concerns, and make complaints.

On August 5, 2024, the 2023 the Annual Military Equipment Report was presented and approved by the Antioch Police Oversight Commission.

ATTACHMENTS

A. 2023 Annual Military Equipment Report



2023 ANNUAL MILITARY EQUIPMENT USE REPORT

Introduction

On September 30, 2021, the Governor of the State of California approved Assembly Bill 481 (codified as Chapter 12.8 of the California Government Code) requiring law enforcement agencies to have a military equipment use policy approved by the City Council prior to requesting, seeking funding, acquiring or using items that it defined as military equipment. Assembly Bill 481 allows the governing body to approve the policy within its jurisdiction only if it determines that the military equipment meets specified standards.

On May 24, 2022, the Antioch City Council approved Ordinance 2213-C-S, approving Antioch Police Department Policy #706: Military Equipment Use Policy. On May 23, 2023, the Antioch City Council accepted the APD Military Equipment Report for 2022 and approved the continued use of that equipment.

As required by Assembly Bill 481 and the Ordinance, annually, the Antioch Police Department must prepare a report on the use of each type of military equipment approved in the Policy over the last year. Subsequently, the City Council must then review the Ordinance, Policy and Annual Report, and determine whether the Department's use of the defined military equipment in the past year complied with the Policy, and whether to continue the Ordinance and Policy, take action (by ordinance) to modify the Policy or repeal the Ordinance.

As the Policy outlines, the Antioch Police Department retains and employs limited equipment that falls under this legislation and subsequent law to safeguard its community. Antioch Police Department officers, certified instructional staff, and specialized units receive training throughout the year on the use of this equipment approved under the Policy.

This annual report outlines the Antioch Police Department's military equipment inventory and usage and community complaints over the use of military equipment from January 1, 2023, through December 31, 2023. It also outlines the proposed purchase of new and/or replacement equipment during 2024. In the future, the Department will submit its Military Equipment Annual Report to the City Council in May of each year in compliance with AB481.

Antioch Police Department Military Use Policy (706)

Antioch Police Department's Military Use Policy (706) requires the Police Department to present an annual report to the City Council. The annual report, as mandated by Government Code sections 7071 & 7072, requires the police department to present the following:

1. A summary of how the military equipment was used and the purpose of its use.
2. A summary of any complaints or concerns received concerning the military equipment.

ANTIOCH POLICE DEPARTMENT

Brian Addington, Interim Chief of Police



3. The results of any internal audits, information about military equipment use policy violations, and any actions taken in response.
4. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
5. The quantity possessed for each type of military equipment.
6. If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

Summary of Use

The Antioch Police Department used military equipment in two incidents described below:

APD Case # 23-1863
March 15, 2023

Summary of Incident: The Antioch Police Department SWAT Team served an arrest and search warrant related to an armed robbery and carjacking investigation.

Type of Military Equipment Used: Armored Rescue Vehicle, Unmanned Aerial Systems, and Mobile Command Center. Precision Rifles and appropriate ammunition were deployed, but not fired during this operation. Additionally, noise and flash distraction devices were deployed during this operation.

APD Case # 23-6185
August 15, 2023

Summary of Incident: Officers responded to a domestic violence incident where a man was reported to be armed with a firearm. The man was uncooperative and would not comply with orders to get on the ground. Officers feared he was armed with a firearm, so an officer deployed a less-lethal kinetic energy projectile that shot a sponge round at the man's abdomen. The sponge round hit the man and had no effect. The officer fired a second CS sponge round and again struck the man in the abdomen, prompting him to comply. No firearm was located.

In addition to the two incidents listed above, officers used Unmanned Aerial Systems (drones) numerous times on various calls throughout the year. Usage ranged from crime mapping, area checks, locating suspects, victims, witnesses, and lost individuals to checking and clearing large spaces and closed spaces and checking areas over the city's waterways. The flight time related to use was approximately 44 hours.

ANTIOCH POLICE DEPARTMENT

Brian Addington, Interim Chief of Police



Complaints and Concerns

An audit of the 2023 complaints found no complaints regarding deploying or using the listed equipment.

Internal Audits

Internal audits of the listed equipment regarding deployment and use did not yield any policy violations or deployment concerns.

Inventory and Annual Costs

1. Armored Rescue Vehicle

International, NAVSTAR, MAXXPRO M1224. Quantity 1

A. Fiscal Impact

Annual maintenance cost of approx. \$2000

B. Training

All drivers of the MAXXPRO attend formalized instructions and are trained in the operation and driving of this vehicle.

2. Command and Control Vehicle (Mobile Command Center)

2008 Chevrolet Kodiak 5500Box Truck (custom built) vehicle. Quantity 1

A. Fiscal Impact

Annual maintenance cost of approx. \$2000.

B. Training

Drivers complete a closed course training block of instruction annually.

3. Unmanned Aerial Systems

- a. Da-Jaing Innovations (DJI) Mavic 2 Enterprise Advanced, cost \$6500.00, Quantity 6
- b. DJI Mavic 2 Dual, cost \$2,759.00, Quantity 2
- c. DJI Mavic Enterprise Zoom, \$2,495.00, Quantity 2
- d. DJI Air 2, \$1,998.00, Quantity 4
- e. DJI Mini 2, \$600.00, Quantity 2
- f. DJI Mini Pro, cost \$1,737.00, Quantity 1
- g. DJI M-30, cost \$14,657.00, Quantity 1
- h. DJI Avata Pro, cost \$2,856.00, Quantity 2
- i. DJI Mavic 3E, cost \$3628.00, Quantity 1

A. Fiscal Impact

Annual maintenance and battery replacement cost is approx. \$7,500.00.

3 Older model DJI Mavic were traded in for 2 DJI Mavic 2 Duals and the DJI M-30.

B. Training

All UAS operators are licensed by the Federal Aviation Administration (FAA) for UAS operations. The training for this certification is 40 hours for the basic certification. The advanced operation certification class is 20 hours, and the night certification is a 30-hour class. All drone

ANTIOCH POLICE DEPARTMENT

Brian Addington, Interim Chief of Police



training classes the police department uses are POST-certified. You must be certified to operate the drones for duty use.

4. Specialized Firearms and Ammunition

- A. Colt ArmaLite Rifle (AR)-15 rifle. Quantity 41
- B. M4 AR-15 rifle. Quantity 6
- C. Colt Commando Short Barrel (SB) rifle. Quantity 10
- D. Heckler & Koch (H&K) UMP. Quantity 5
- E. Remington 700 bolt action rifle. Quantity 5
- F. Federal brand .223 caliber rifle ammunition. Quantity 250 cases.
- G. Ruag brand .308 caliber rifle ammunition. Quantity 2 cases.

B. Fiscal Impact

Annual maintenance is approx. \$50 for each rifle. Ammunition purchased as needed, \$1000-\$5,000.00 depending on order size.

C. Training

Officers must attend a POST-certified rifle course or the FBI-certified rifle course to use a rifle. Both courses are 16 hours in length, and officers must requalify annually.

5. Kinetic Energy Projectile Launch Platforms and Projectiles

- a. Penn Arms Model L140-4. Quantity 20.
- b. Remington 870 Less lethal Shotgun. Quantity 2
 - i. Both have orange stocks and foregrips and are identified as non-lethal munition launchers.
- c. Projectiles
 - i. Combined Tactical Systems (CTS) direct impact sponge round. Quantity 200
 - ii. CTS Frangible CS round. Quantity 60
 - iii. CTS Ferrett round. Quantity 100
 - iv. CTS LC5 Launching Cups. Quantity 4
 - v. CTS 2600 12-gauge launch cartridge. Quantity 100

A. Fiscal Impact

The L140-4's annual maintenance costs are approximately \$50.00 each, and the purchase of new munitions costs approximately \$900- \$2000 annually.

B. Training

40 mm instructors attend a POST-certified instructor's course and then instruct officers within the department on its use and capabilities. The POST-certified instructor course is 16 hours, and the officer user course is 4 hours.

6. Diversionary Devices (Flashbang)

- a. TS Flashbang (single use) #7290, Cost \$ 50.00. Quantity 60
- b. CTS Flashbang (triple single) #7290-3, Cost \$104.00. Quantity 4

A. Fiscal Impact

ANTIOCH POLICE DEPARTMENT

Brian Addington, Interim Chief of Police



No annual maintenance, purchased as needed approx. \$1239.00 - \$2500.00.

B. Training

Officers must attend the 16-hour POST-certified Diversionary Device Instructor course to deploy diversionary devices.

7. Chemical Agent and Smoke Canisters

- a. CTS CS Baffled Grenade #5230B. Quantity 35
- b. CTS CS Smoke Canister #8230. Quantity 60
- c. CTS Smoke Canister #5230 Quantity 45

B. Fiscal Impact

No annual maintenance costs, purchased as needed \$770.00-\$2000.00.

C. Training

Officers using the abovementioned equipment must attend a 40-hour POST-certified course on chemical munitions.

Conclusion

APD does not intend to acquire additional military equipment. However, future attempts to obtain new equipment will include adhering to procedures outlined in our department policy and remaining consistent with the Military Equipment inventory list, policy, and department budget, previously approved by the City Council.

There are some cases when military equipment is used or displayed that may cause concerns or raise questions from community members. In those instances, there is a process where community members can ask questions, express concerns, and make a complaint about the equipment's use. These questions, concerns, and complaints can be directed to the police department through the complaint process on the police department's website (<https://www.antiochca.gov/comment-forms/police-comments-complaints-recommendations/>) or directly to the Chief of Police at APDfeedback@antiochca.gov.

End of Report

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 27, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Kwame P. Reed, Acting City Manager *KPR*

SUBJECT: Response to Grand Jury Report No. 2405,
"Challenges Facing the City of Antioch"

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution to approve the attached response to the Grand Jury report: "Challenges Facing the City of Antioch" (Attachment B, Exhibit 1) and authorize the Mayor to sign it.

FISCAL IMPACT

Responding to the Grand Jury report required staff time. Fiscal impacts of implementing the recommendations in the report are not yet identified.

DISCUSSION

Early in California's history, the California Constitution established grand juries in each county. The California Penal Code § 933(c) includes provisions on the formation of grand juries and the powers and duties of grand juries. With respect to public agencies, grand juries are authorized to "investigate and report upon the operations, accounts, and records of the officers, departments, functions and the method or systems of performing the duties of any such city or joint powers agency and make such recommendations as it may deem proper and fit." (Cal. Penal Code § 925a) Within 90 days after the grand jury submits a report regarding the operations of any public agency, the governing body of the public agency shall comment to the presiding judge of the superior court findings and recommendations pertaining to matters under the control the governing body.

In June 2024, the City of Antioch received the attached Grand Jury report entitled, "Challenges Facing the City of Antioch". Due to the nature of the report, City staff contacted each Councilmember to provide input into the attached response. Input into the attached response has been provided by Mayor Hernandez-Thorpe and Councilmember Ogorchock.

ATTACHMENTS

- A. Resolution
- B. Civil Grand Jury Report 2405 - Challenges Facing the City of Antioch
- C. City Response to Grand Jury Report (Exhibit 1)

ATTACHMENT “A”

RESOLUTION NO. 2024-XXX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING
THE MAYOR TO FORWARD A RESPONSE TO GRAND JURY REPORT NO. 2405-
CHALLENGES FACING THE CITY OF ANTIOCH**

WHEREAS, the City of Antioch received Grand Jury Report No. 2405 – “Challenges Facing the City of Antioch”;

WHEREAS, a written response to the Grand Jury is required under California Penal Code § 933.05 (b); and

WHEREAS, a written response to the Grand Jury has been drafted and submitted to the City Council for review and approval.

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

1. approves the written response to the Grand Jury Report No. 2405, “Challenges Facing the City of Antioch” (Exhibit 1) and
2. authorizes the Mayor to sign the written response to the Grand Jury Report No. 2405, “Challenges Facing the City of Antioch”, which is attached to this Resolution as Exhibit 1.”

* * * * *

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 27th day of August 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

Grand Jury

ATTACHMENT B

725 Court Street
P.O. Box 431
Martinez, CA 94553-0091

Contra Costa County

June 14, 2024

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



Dear Antioch City Council:

Attached is a copy of Grand Jury Report No. 2405, "Challenges Facing the City of Antioch" by the 2023-2024 Contra Costa County Grand Jury

In accordance with California Penal Code Section 933 et seq., we are submitting this report to you as the officer, agency, or department responsible for responding to the report. Please respond to the Findings and Recommendations as they apply to your agency. Please also confirm in writing that the person responding to the report is authorized to do so. As the responding person or person responding on behalf of an entity, please indicate one of the following actions with respect to each finding:

- (1) You agree with the finding.
- (2) You disagree with the finding.
- (3) You partially disagree with the finding.

(Pen. Code, § 933.05(a).) In the cases of both (2) and (3) above, please specify the portion of the finding that is disputed, and include an explanation of the reasons therefor.

In addition, Section 933.05(b) requires you to reply to each recommendation by stating one of the following actions:

1. The recommendation has been implemented, with a summary describing the implemented action.
2. The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
3. The recommendation requires further analysis. This response should explain the scope and parameters of the analysis or study, and a time frame for the matter to be prepared for discussion. This time frame shall not exceed six months from the date of the publication of the Grand Jury Report.
4. The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation thereof.

The Penal Code also prescribes the obligations of a governing board or elected county official

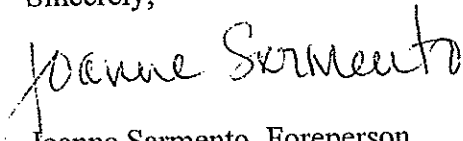
with regard to responding to the grand jury's findings and recommendations. Specifically, if the report contains one or more recommendations directed to you as an elected county official, or to the governing board of which you are a member, you must respond to these recommendations and to the supporting findings, as directed in the report.

After reviewing the response to ensure that it includes the above-noted mandated items, please send (1) a hard copy of the response to the Grand Jury at P.O. Box 431, Martinez, CA 94553; and (2) an electronic copy by e-mail to ctadmin@contracosta.courts.ca.gov. The response must be submitted to the Grand Jury no later than **Monday, September 13, 2024**.

Finally, please note that this report is provided at least two working days before it is released publicly. Section 933.05 specifies that no officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to its public release.

Please immediately confirm receipt of this letter and the attached report by responding via e-mail to ctadmin@contracosta.courts.ca.gov.

Sincerely,

A handwritten signature in black ink that reads "Joanne Sarmento". The signature is written in a cursive, flowing style.

Joanne Sarmento, Foreperson
20223-2024 Contra Costa County Civil Grand Jury

Cc: Kwame Reed

A Report of The 2023 – 2024 Contra Costa County Civil Grand Jury

Report 2405
6/12/2024

Challenges Facing the City of Antioch



**A Report of
The 2023 – 2024 Contra Costa County
Civil Grand Jury**

Report 2405
6/12/2024

Challenges Facing the City of Antioch

APPROVED BY THE GRAND JURY

Joanne Sarmiento

JOANNE SARMENTO
GRAND JURY FOREPERSON

Date

6/14/24

ACCEPTED FOR FILING

Terr Mockler

Hon. TERRI MOCKLER
JUDGE OF THE SUPERIOR COURT

Date

6/14/24

SUMMARY

Antioch is a dynamic and diverse city that faces a number of challenges. Among these challenges are:

1. Turnover in city leadership (six permanent or acting City Managers since 2013) which has resulted in an average tenure for Antioch City Managers that is less than half the state average (less than two years vs. 4.5-year average).
2. A city employee vacancy rate that is 4-times the national average (21.6% vs. 5.3%).
3. Possible Brown Act violations by the Mayor and certain City Council members, as outlined in a letter to Antioch's Acting City Manager from the Contra Costa District Attorney (see Appendix A).

An important first step in addressing the challenges facing Antioch will be stabilizing leadership by hiring an experienced and qualified City Manager. The city has hired a Human Resources consulting firm and is in the process of recruiting a City Manager. A new City Manager's success will depend, in part, on the Mayor and City Council creating an environment that while maintaining the oversight required by city ordinances, enables the City Manager to operate with independence, as also mandated by city ordinances. The Mayor and City Council should also perform their functions in compliance with the Brown Act.

This report details the Grand Jury's research and findings related to the challenges facing Antioch. We conclude with our recommendations to help address these challenges.

BACKGROUND

Why This Report?

Controversy regarding the Antioch Police Department was receiving wide press attention at the time the Grand Jury was considering topics to investigate during its 2023-2024 term. We concluded that the police force was receiving adequate attention from other investigative bodies, including the Federal Bureau of Investigation and the Contra Costa County District Attorney's Office. However, the Grand Jury learned that the issues surrounding the police force are related to other issues of oversight and management within city government. In particular, we noted the average tenure for Antioch City Managers has been less than half the California state average over the last decade (average City Manager tenure of less than 2 years in Antioch vs. 4.5 years for the state).

Accordingly, the Grand Jury decided to examine the issue of turnover in city leadership. In pursuing this investigation, the Grand Jury learned that in addition to a high level of turnover in the City Manager position, Antioch has a city employee vacancy rate in excess of 20% (the national average for government agencies is 5.3%). Seven of the eleven most senior positions in Antioch city government are currently filled with acting (not permanent) or part-time personnel.

Our investigation also raised concerns regarding the Mayor and City Council's involvement in operating issues that are the responsibility of the City Manager. All of these issues are interrelated as is discussed later in this report.

Our investigation revealed evidence that one or more violations of the Brown Act, the California law requiring open and public meetings, may have occurred. We also learned that the Contra Costa County District Attorney's Office investigated potential Brown Act violations. The District Attorney's findings are discussed later in this report and in Appendix A.

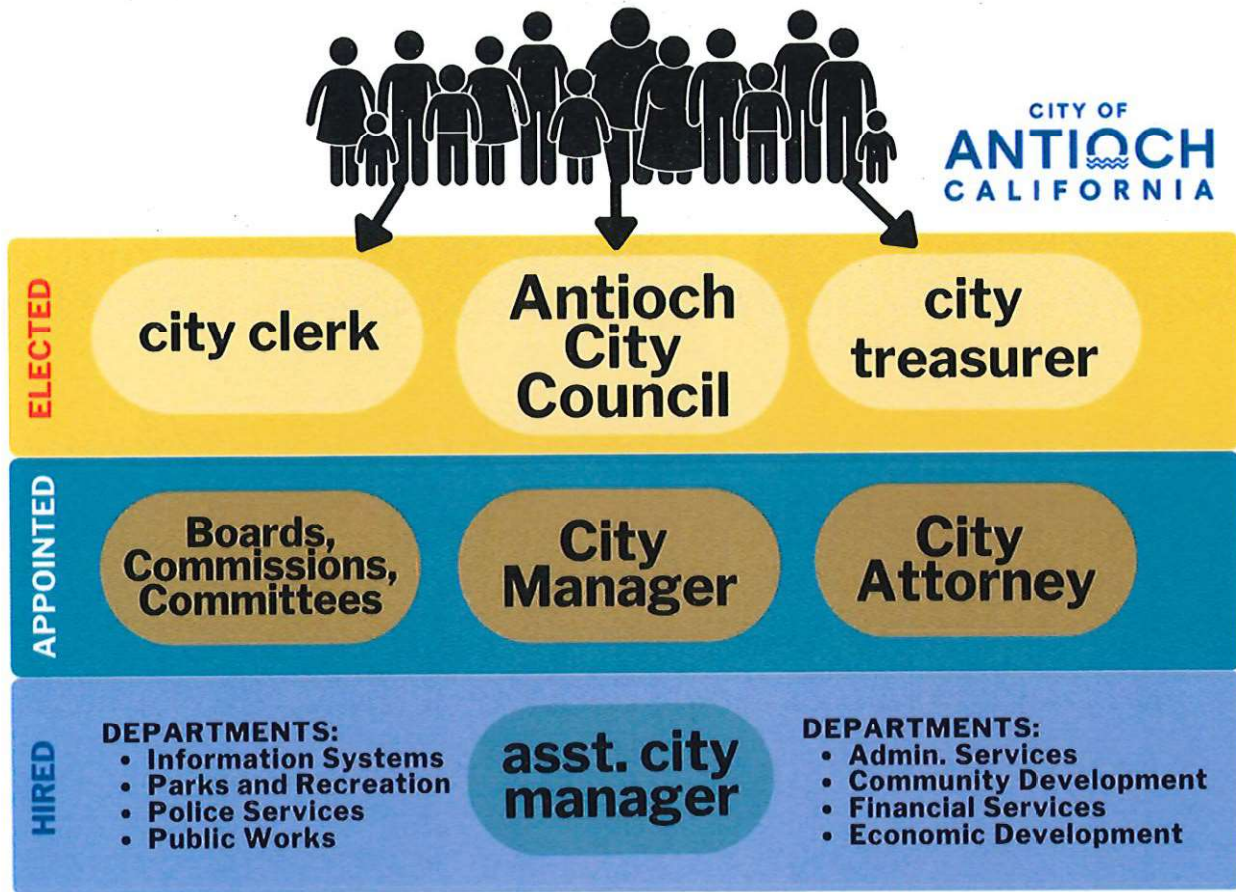
Antioch Government Structure

In examining the issue of turnover in Antioch city leadership it is helpful to first understand the structure of Antioch's local government. Like many California cities, Antioch is a general law city, operating under the Council-Manager form of government. Policymaking and legislative authority are vested in a five-member city council, which consists of a mayor and four council members. The four council members are elected by district, with the mayor elected city-wide. All serve four-year staggered terms. Under city ordinances the mayor and council hire and supervise the City Manager and City Attorney. The City Manager is responsible for day-to-day operations of the city, including supervision of all city employees (Antioch City Code § 2-2.06).

Under its Council-Manager structure, and as specified in city ordinances, the Antioch City Council has the responsibility of appointing the City Manager and City Attorney (Antioch City Code § 2-2.02). The City Manager serves as the chief administrative officer of the city, with responsibility for day-to-day operations of the city and the hiring and supervision of the Assistant City Manager as well as nine department heads. The department heads, in turn, hire and supervise departmental employees. See Exhibit 1. Under city ordinances the City Council, including the Mayor, have no direct authority to direct, supervise, hire, or fire any city employees, other than the City Manager and City Attorney (Ordinance 246-A).

Given the City Manager's role as chief administrative officer of Antioch, this position is critical to the City's successful operation. A vacancy in this position creates a void in city leadership and prevents the appointment of new permanent department heads when there is turnover. Antioch's policy is to defer the appointment of new department heads until a permanent City Manager is in place. This policy allows the permanent City Manager to appoint their own staff. Because the city has not had a permanent City Manager since March 2023, no new permanent department heads have been appointed since that time. As a result, the city now has acting heads in five of its nine most senior staff positions (three department heads, the City Manager, and the Assistant City Manager).

EXHIBIT 1



Source: City of Antioch website

A Bit About Antioch

Antioch is the second largest city in Contra Costa County, with a population of approximately 115,000. It is also among the county's most racially diverse cities (see Table 1, Antioch At-A-Glance for details).

Affordable housing relative to other parts of the county has contributed to meaningful population growth in Antioch in recent decades. Improving transportation infrastructure, including a BART extension, has also made Antioch a more desirable community for commuters. As the city's population has grown it has experienced significant demographic shifts, which are highlighted in Table 1.

TABLE 1

Antioch At-A-Glance

	Antioch		Contra Costa County	
	2010	2022	2010	2022
Population	102,372	115,264	1,049,025	1,156,966
Population Growth		12.6%		10.3%
Land Area (square miles)		28.4		715.9
Housing Units	32,252	36,639	400,203	430,081
Homeownership Rate	NA	61.5%	67.1%	67.2%
Racial Mix				
White (a)	35.6%	25.4%	47.8%	39.8%
Hispanic/Latino	31.7%	35.5%	24.4%	27.0%
Asian	10.5%	13.7%	14.2%	20.2%
Black/African American	17.3%	19.5%	8.9%	9.5%
Other	4.9%	5.9%	4.8%	3.5%
Household Income (median)	\$62,088	\$90,709	\$73,678	\$120,020
HH Income as % of County Average	84%	76%		
Poverty Rate	9.2%	12.1%	9.0%	8.7%
High School Graduates (b)		85.6%		89.7%
Bachelor's Degree (b)		23.0%		44.5%

(a) Not Hispanic or Latino

(b) Among adults 25 or older

Source: US Census Bureau

METHODOLOGY

- We interviewed government officials in Antioch and experts in city government practices and regulation.
- We reviewed press reports and other documents related to Antioch's city government operations and performance.
- We reviewed recordings and transcripts of city council meetings.
- We reviewed city budgets for the past 20 years.
- We also reviewed documents related to city government best practices.

DISCUSSION

Excessive City Manager Turnover is a Negative for Antioch

Over the past ten years, Antioch has had six permanent or acting city managers, with an average tenure of less than two years (see Table 2). At least two of the city's last three permanent city managers were terminated by the Mayor and City Council or resigned under threat of termination.

While turnover among city managers can be healthy, bringing new approaches and fresh views to city government, excessive turnover in leadership in any organization will be disruptive to that organization. According to data from the California City Managers Foundation, the average tenure of a City Manager in California is slightly over 4.5 years. This compares to the average in Antioch of less than 2 years.

The level of turnover for City Managers in Antioch has impacted the city in several ways. First and perhaps most importantly, it is disruptive to city operations. The City Manager is responsible for hiring and directly supervising all department heads. As highlighted in Exhibit 1, in Antioch this includes Community Development, Economic Development, Financial Services, Human Resources, Information Systems, Recreation, Police Services, Public Safety, and Public Works, as well as Assistant City Manager. As previously noted, as a result of having no permanent City Manager for over a year, the city has delayed appointing permanent department heads who supervise day-to-day operations in such critical departments as Public Works, Community Development and the Police Department. In addition, the Directors of the Economic Development and Recreation Departments are currently serving as Acting City Manager and Acting Assistant City Manager, respectively. Accordingly, these departments do not have full-time Directors. As a result, more than half of the city departments are headed by acting or part-time directors.

TABLE 2

Antioch City Managers

Name	Title	Begin Date	End Date	Tenure (months) (a)
Kwame Reed	Acting City Manager	6/23/2023		12 months
Forest Ebbs	Acting City Manager	3/17/2023	7/14/2023	4 months
Ana Cortez	Acting City Manager	3/15/2023	3/17/2023	< 1 month
Cornelius (Con) Johnson	City Manager Interim City Manager	22-Oct 21-Nov	7/14/23 - Resigned 3/2023 - On administrative leave	16 months (until on leave)
Ron Bernal	City Manager	17-Mar	12/2021 - Retired	57 months (4.5 years)
Steve Duran	City Manager	13-Dec	4/2017 - Terminated 3/2017 - On administrative leave	39 months (until on leave)

Average Tenure: 21 months

Notes:

(a) There can be overlap in manager's tenure reflecting timing of hiring and departure

Source: City of Antioch press releases, media reports

Turnover in the City Manager position also imposes incremental costs on the city. These costs include duplicative salaries when City Manager tenures overlap. This was the case when former City Managers Steve Duran and Cornelius Johnson were placed on administrative leave before being replaced. Other costs include recruiting, training, and severance expenses. Mr. Duran received one year of severance pay (\$230,000) following his termination.

The Antioch City Manager has broad responsibilities including oversight of a roughly \$100 million general fund budget and responsibility for an authorized staff of over 400 full-time personnel. High turnover means more time on the learning curve for each new City Manager.

Appointing a qualified and effective permanent City Manager is an important first step for Antioch in addressing current challenges, including filling key department head vacancies, reducing the employee vacancy rate, and managing a large and complex organization. For the new City Manager to succeed, the Mayor and City Council must create an environment that enables the City Manager to operate with the authority vested in the position and without interference, as outlined in city ordinances (Antioch City Code § 2-2.06 and § 2-2.10) as well as in the position's job description¹. In particular, city ordinances specify that "Except for the purpose of inquiry, the Council and its members shall deal with the administrative service solely through the City Manager, and neither the Council, nor any member thereof, shall give orders to any of the subordinates of the City Manager" (Antioch City Code § 2-2.10).

The job description Antioch posted in its recruiting process calls out the need for the new City Manager to work effectively with staff while providing "appropriate buffering between the City Council and the Department Directors." In addition, the City Manager is tasked with "refereeing elected official involvement" in city operations and ensuring compliance with the Brown Act. These are critical and difficult tasks.

¹ The Antioch City Manager's job description can be found here: https://www.antiochca.gov/fc/human-resources/document-warehouse/IEDA223_CITY%20MANAGER.pdf

High Employee Vacancy Rates Negatively Impact City Services

In addition to turnover in city leadership, Antioch currently experiences a level of vacancies in city staff that is roughly four-times the national average. These issues are related. In the absence of a permanent City Manager, three department head positions have not been filled permanently. The Community Development and Public Works Departments have not had permanent Directors for over a year (see Table 3). This has delayed the hiring process for staff members within these departments. Multiple interviewees noted that turnover at senior levels of city management has negatively impacted recruitment efforts because job candidates are often reticent to accept a position when the permanent supervisor is not in place. Table 4 provides data on the vacancy rates for the three departments currently without permanent department heads.

TABLE 3

Antioch Department Heads

Department	Director	Status	Tenure (a)
City Manager	Kwame Reed	Acting	12 months
Assistant City Manager	Bradley Helfenberger	Acting	10 months
Community Development	Kevin Scudero	Acting	13 months
Economic Development	Kwame Reed	Part-time	
Financial Services	Dawn Merchant	Permanent	
Human Resources	Ana Cortez	Permanent	
Information Systems	Alan Barton	Permanent	
Recreation	Bradley Helfenberger	Part-time	
Police Services	Brian Addington	Acting	3 months (b)
Public Safety/Comm. Resources	Tasha Johnson	Permanent	
Public Works	Scott Buenting	Acting	16 months

(a) Number of months person has served as Acting Director

(b) Acting Chief Addington replaced Acting Chief Joe Vigil, who served in the role for 6 months

Source: City of Antioch, media reports

Figure 1 tracks the employee vacancy rate in Antioch since 2012. Vacancy rate refers to the percentage of authorized and funded positions in the city that are currently unfilled. Between 2012 and 2023 the vacancy rate in Antioch city government positions has averaged roughly 12% each year. This has spiked to over 21% in the past two years, with a vacancy rate of 21.6% as of February 2024. For comparison purposes according to the U.S. Bureau of Labor Statistics, the employee vacancy rate for all U.S. employers as of February 2024 was 5.3%. The vacancy rate for state and local governments (excluding education) was also 5.3%.²

Staff turnover in Antioch contributes to the city's vacancy rate. Since July 1, 2022, the city has hired 102 new employees (out of a total authorized staff of approximately 409). Over the same period, 98 employees have departed. Recurring reasons cited by employees for leaving their jobs included: (1) overwork in the context of understaffing and (2) dysfunction within and lack of support from the City Council.

Job vacancies in Antioch's city government are broad-based, covering most departments. The police department has engaged in proactive recruiting efforts (including a current \$30,000 recruitment bonus and other incentives for Police Officer positions) which has helped reduce the vacancy rate in that department. Nevertheless, the department still has approximately 30 open positions. The vacancy rates in the Community Development and Public Works departments, the other two departments without permanent heads, exceed the city-wide average vacancy rate.

Table 4

Department Vacancy Rates

	Filled Positions	Funded Positions	Vacancy Rate
Community Development	20	31	35%
Police Services	128	157	18%
Public Works (a)	87	117	26%
TOTAL City	315	409	23%

(a) includes water and sewer departments

Data reflects full time equivalent positions, excluding seasonal and temporary staff

Source: Fiscal 2023-2025 Antioch City Budget

Vacancy rates for government agencies tend to be higher in the San Francisco Bay Area than the nation overall³. This is a function of a tight local labor market and high local cost of living, among other factors. For example, the vacancy rate (as of 2023, the most recently available data) for San Francisco was 14%, Concord 11%, Richmond 19%, and Oakland 12% (excluding unfunded and frozen positions). While all these cities have rates well above the national average, Antioch's 21% rate stands out at nearly four-times the national average.

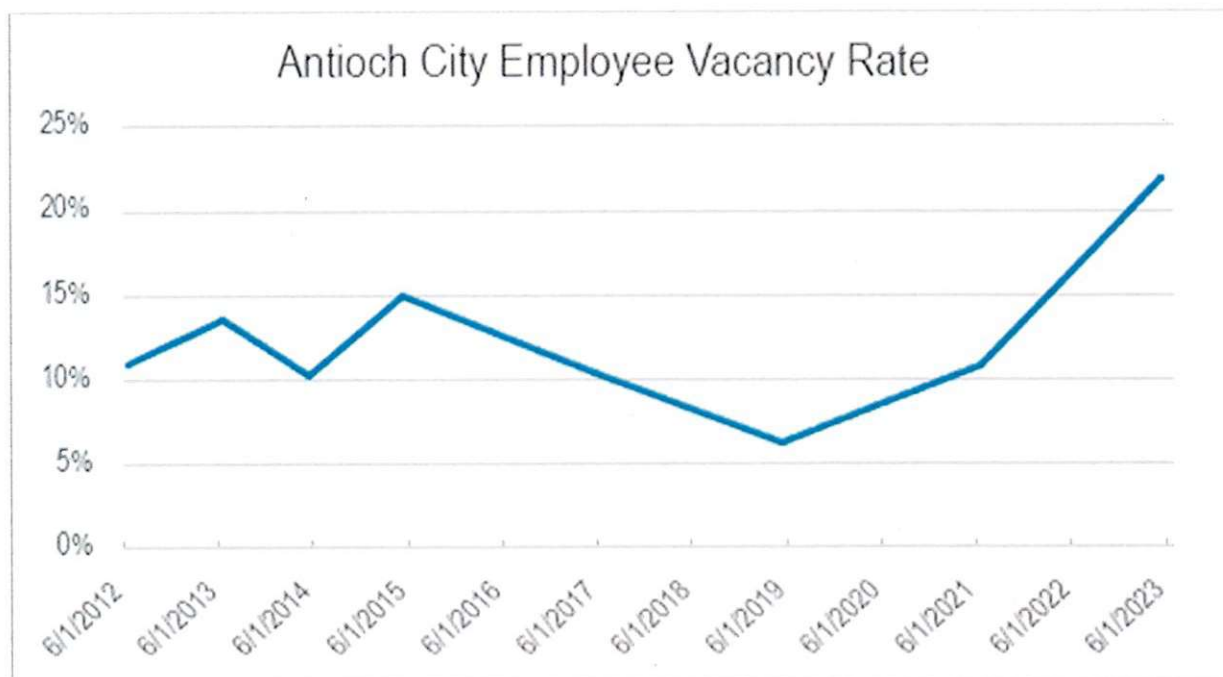
² U.S. Bureau of Labor Statistics, Economic News Release, 4/2/24.

³ "Civil Service Vacancies in California: 2022-2023", UC Berkeley Labor Center, December 12, 2023.

Antioch's employee vacancy rate has negative implications for several reasons. Most importantly, services to citizens have been negatively impacted by a lack of staff. For example, limited staffing has caused delays in certain capital projects. This includes traffic signal installations; road improvements and park renovations have been delayed due to staffing issues in the Public Works Department. Longer response times for police services have resulted from staffing shortages in the Police Department. The Mayor and Council Members have cited police staffing shortages and associated slower police response times as contributors to the higher crime rate the city has experienced in the past three years. Total Group A offenses in Antioch (the most serious crimes) have increased from 5,733 in 2021, to 6,130 in 2022, to 7,257 in 2023, with a further 24% increase year-to-date through April in 2024.

In addition to the negative impact on services to citizens, staff shortages impose an additional work burden on existing staff. This negatively impacts staff morale, contributing to the city's high employee turnover rate. Finally, staff shortages lead to increased overtime expenses and the need to outsource services.

FIGURE – 1



In the course of numerous interviews, the Grand Jury learned that turnover in the City Manager position and high employee vacancy rates are both related to a failure, at times, by the Mayor and City Council to respect the City Manager's operating authority. As previously noted, Antioch's government structure calls for the City Manager to make hiring decisions (with the exception of City Attorney) and oversee day-to-day operations of the city. However, Antioch's Mayor and City Council have on occasion overstepped their authority in seeking to implement personnel and other changes that are the responsibility of the City Manager.

Examples over the last three years include efforts by certain Council Members to direct the City Manager to fire then Public Works Director John Samuelson in December 2022. Mr. Samuelson was terminated, but subsequently received a settlement and severance totaling \$244,000. Other examples include pressure to hire Gregory Rolen as a consulting attorney in November 2022. Mr. Rolen was hired without prior approval of his contract, as required by Antioch Resolution #2021/26 (adopted 2/26/21). Mr. Rolen's contract was subsequently terminated after payment of a \$39,000 fee. Finally, the Grand Jury learned of instances of Council Members setting up meetings with City Staff without the approval or involvement of the City Manager, as required by city ordinance (Antioch City Code § 2-2.10). The Grand Jury found evidence that Council interference with City Manager responsibilities contributed to the departures of some of the recent City Managers. In turn, the City Managers' departures contributed to subsequent increases in employee vacancy rates due in part to extended vacancies in key department head positions.

Brown Act Compliance

The Ralph M. Brown Act (California Code § 54950, et. seq.) is a California law that specifies, among other things, that government business must be conducted in open and public meetings, with limited exceptions. In particular, elected government officials cannot meet as a group in private, unannounced, and/or secret sessions to discuss government business⁴.

A meeting is defined as a "congregation of a majority of the members of a legislative body" (§ 54952.2a). In the case of the city of Antioch, this would be 3 out of 5 Council Members. Under the Brown Act, a meeting and the agenda must be noticed and posted at least 72 hours in advance of the meeting. It must be held in a place accessible to the public. A legislative body may not take action on any item not on the agenda, except to seek information on the topic. The exception is a "closed meeting" to discuss labor negotiations, real estate transactions, personnel issues, and lawsuits. For these, an agenda of closed session items is posted, and any reportable actions taken in closed session are subsequently announced in open session.

A violation of the Brown Act occurs when a majority of members of a governing body are together in an unnoticed meeting, in a place not accessible to the public, and discuss business about their jurisdiction (or disclose privileged information from closed meetings). Violations of the Brown Act are a misdemeanor, with penalties including fines of up to \$1,000, imprisonment in state prison, and/or permanent disqualification from holding any office in California.

In the course of our investigation, the Grand Jury discovered evidence that one or more Brown Act violations may have occurred involving members of the Antioch City Council. The Grand Jury learned that the hiring of former City Manager Cornelius Johnson may have been discussed at a private meeting in October 2021 with Mayor Hernandez-Thorpe and Council members Monica Wilson and Tamisha Torres-Walker. This meeting was held without public notice and

⁴ The full text of the Brown Act can be found at:

https://leginfo.ca.gov/faces/codes_displayText.xhtml?division=2.&chapter=9.&part=1.&lawCode=GOV&title=5.

without the participation of the full Council. Mr. Johnson was subsequently hired as Acting City Manager in a 3-2 council vote on November 9, 2021, with Mayor Hernandez-Thorpe and Council members Wilson and Torres-Walker voting yes, and Council members Michael Barbanica and Lori Ogorchock voting no.

The Contra Costa District Attorney's Office conducted an investigation into alleged violations of the Brown Act by Mayor Hernandez-Thorpe and Council members Wilson and Torres-Walker (see Appendix A for details on the District Attorney's findings). The District Attorney's investigation focused on meetings held at Mayor Hernandez-Thorpe's home in 2022 that may have involved discussions regarding restructuring the Public Works Department, hiring a City Engineer and redistricting the city's electoral map.

The Grand Jury found evidence that the meetings cited by the District Attorney took place at the dates and locations specified in the District Attorney's letter (Appendix A). The Grand Jury was unable to independently confirm the content of those meetings.

In concluding its investigation into potential Brown Act violations in Antioch, the District Attorney noted that there was insufficient evidence to prove beyond a reasonable doubt that intentional violations occurred. The District Attorney's Office nevertheless noted that it "has serious concerns that noncompliance with the Brown Act may have occurred" and indicated that "any similar meeting on matters concerning the city could subject Council members to criminal liability." (See Appendix A).

The Grand Jury found that the city of Antioch has not historically provided formal training on Brown Act compliance to Council members. Following the District Attorney's investigation, a formal session on the Brown Act and Brown Act compliance was held at the City Council meeting on February 13, 2024. Given the importance of Brown Act compliance, we encourage the Council to consider conducting similar training events on an ongoing basis.

FINDINGS

- F1.** Antioch's City Manager has broad responsibility to ensure the efficient operation of the city, including supervision of an approximately \$100 million general fund budget and an authorized staff of over 400 employees.
- F2.** The city began the process of recruiting a new permanent City Manager in January 2024. As of June 10, 2024, no hiring decision has been announced.
- F3.** As outlined in both the City Manager job description and in city recruitment materials, the City Manager position requires a qualified and experienced individual.
- F4.** There has been a lack of continuity in City Managers in Antioch, with six City Managers or Acting City Managers since December 2013.

- F5.** Under city ordinances the City Council, including the Mayor, has no direct authority to direct, supervise, hire, or fire any city employees, other than the City Manager and City Attorney (Ordinance 246-A).
- F6.** The Mayor and City Council members have on occasion overstepped their authority in seeking to make personnel decisions, including terminating the then Public Works Director in December 2022, in ways not permitted by city ordinance (Antioch City Code § 2-2.06 and § 2-2.10).
- F7.** The Mayor and City Council members have on occasion sought to conduct meetings with City Staff without the approval or involvement of the City Manager, as required by city ordinance (Antioch City Code § 2-2.10).
- F8.** Antioch's city government had a 21.6% employee vacancy rate as of February 2024, roughly four-times the national average for government agencies.
- F9.** In the absence of a permanent City Manager since March 2023, the city has deferred hiring new department heads when openings occur.
- F10.** The Police, Public Works and Community Development departments currently are without permanent department heads.
- F11.** Seven of the eleven most senior positions in Antioch city government are currently held by acting or part-time personnel, including City Manager, Assistant City Manager, Directors of Community Development, Police Services, and Public Works (all acting) and the Directors of Economic Development and Recreation (both part-time).
- F12.** The employee vacancy rate is above the city-wide average in the Public Works Department (26% vacancy rate) and Community Development Department (35% vacancy rate), both of which currently do not have permanent directors.
- F13.** Recruitment and retention of staff has been impacted by the absence of a permanent City Manager and the lack of permanent department heads in multiple city departments.
- F14.** The Contra Costa County District Attorney's Office conducted an investigation into alleged Brown Act violations by Mayor Lamar Hernandez-Thorpe and Council Members Tamisha Torres-Walker and Monica Wilson, which was forwarded to the Grand Jury.
- F15.** The District Attorney's Office noted serious concerns that noncompliance with the Brown Act may have occurred, however, there was insufficient evidence to prove beyond a reasonable doubt intentional violations of the statute occurred.

RECOMMENDATIONS

- R1.** The Mayor and City Council should follow through on the ongoing process of hiring an experienced and qualified City Manager.
- R2.** The Mayor and City Council should abide by city regulations (Antioch City Code § 2-2.06 and § 2-2.10) that preclude the Mayor and City Council from having any direct authority to direct, supervise, hire or fire any city employee, other than the City Manager and City Attorney.
- R3.** The new City Manager should, within 6 months of their appointment to the position of City Manager, recruit and appoint permanent department heads to fill current department head vacancies.
- R4.** By 1/1/2025 the City Council should direct the City Manager to undertake a study to determine the factors leading to the city's high employee turnover and vacancy rates.
- R5.** By 1/1/2025 the Mayor and City Council should consider directing the City Manager and City Attorney to organize an annual training session focused on Brown Act requirements and compliance for the Mayor, City Council members, relevant city employees and members of city boards and commissions.

REQUEST FOR RESPONSES

Pursuant to California Penal Code § 933(b) et seq. and California Penal Code § 933.05, the 2023-2024 Contra Costa County Civil Grand Jury requests responses from the following governing bodies:

Responding Agency	Findings	Recommendations
Antioch City Council	F1 – F16	R1 – R5

These responses must be provided in the format and by the date set forth in the cover letter that accompanies this report. An electronic copy of these responses in the form of a Word document should be sent by e-mail to ctadmin@contracosta.courts.ca.gov and a hard (paper) copy should be sent to:

Civil Grand Jury – Foreperson
725 Court Street
P.O. Box 431
Martinez, CA 94553-0091

APPENDIX A

NOTE: The letter from the Contra Costa County District Attorney's Office is incorrectly dated January 4, 2023. The Grand Jury has confirmed with the District Attorney's Office that the correct date is January 4, 2024.



OFFICE OF THE DISTRICT ATTORNEY
CONTRA COSTA COUNTY

Diana Becton
DISTRICT ATTORNEY

January 4, 2023

Kwame Reed
Acting City Manager
City of Antioch
200 H Street
Antioch, CA 94509

RE: Alleged violations of the Brown Act by Antioch City Council members

Dear Mr. Reed:

The Contra Costa County District Attorney's Office was contacted earlier this year regarding alleged violations of the Brown Act by Antioch Mayor Thorpe, Antioch Councilmember Torres-Walker and Antioch Councilmember Wilson. Specifically, we were told that those three council members met in private to discuss matters within the council's jurisdiction regarding the Public Works Department and the hiring of the City Engineer. Our investigation also led to an allegation that those three city officials met in private to discuss the redistricting of the city's electoral map. The District Attorney's Office reviewed these allegations and the applicable law and then interviewed potential witnesses to determine whether any Brown Act violations occurred.

As you are aware, the Brown Act is set forth in California Government Code sections 54950, et seq. Our analysis here is specifically guided by Government Code section 54952.2. That section prohibits a majority of the members of a legislative body to develop a collective concurrence as to action to be taken on any item within the subject matter jurisdiction of the legislative body unless such a meeting is open and public.

In this matter, there is evidence that Mayor Thorpe and Councilmembers Torres-Walker and Wilson met at Mayor Thorpe's home in 2022 and held discussions. Furthermore, it appears that the discussions may have included an agreement to take action on matters within the subject matter jurisdiction of the council. As defined by Government Code section 54952.6, "action taken" means a collective decision, or even a commitment or promise to make a decision, on a matter concerning the city. Our investigation leads us to believe that Mayor Thorpe and Councilmembers Torres-Walker and Wilson did meet and may have developed a collective occurrence absent a public forum.

District Attorney Administration
900 Ward Street, Fourth Floor
Martinez, California 94553

(925) 957-8604
Fax (925) 646-4683

Government Code sections 54959 through 54960.5 set forth the actions that may be taken by the District Attorney's Office to enforce and prevent Brown Act violations. Following our review of the underlying facts and the applicable laws that are relevant to this matter, the District Attorney's Office has serious concerns that non-compliance with the Brown Act may have occurred, however, there is insufficient evidence to prove beyond a reasonable doubt intentional violations of the statute at this time.

We have decided to bring our concerns to your attention in order for you to impress upon the council the importance of the Brown Act and the requirements of the statute. Any similar meeting on matters concerning the city could subject council members to criminal liability. Further, we are referring this letter to the Contra Costa County Grand Jury to provide that body the opportunity to take any action it may deem appropriate.

Thank you for your serious consideration of this matter. As the Brown Act makes clear, the deliberations and actions of our governmental representatives must occur openly and be subject to public scrutiny. If you have any questions or concerns regarding this matter, please feel free to contact me.

Sincerely,

DIANA BECTON
District Attorney

Steven Bolen
Deputy District Attorney
Contra Costa County

cc: Thomas L. Smith, City Attorney, City of Antioch
Contra Costa County Grand Jury

ATTACHMENT C

“Exhibit 1”

August 27, 2024

The Honorable Terri Mockler
Presiding Judge of Contra Costa County Superior Court
725 Court Street
PO Box 431
Martinez, CA 94553-0091

Re: City of Antioch Response to 2023-2024 Contra Costa Civil Grand Jury Report No. 2405: Challenges Facing the City of Antioch

Dear Judge Mockler,

On behalf of the City of Antioch City Council, this letter is in response to Contra Costa Civil Grand Jury Report No. 2405 – Challenges Facing the City of Antioch. The City Council approved this response at its meeting on August 27, 2024. Pursuant to California Penal Code § 933.05, the City of Antioch has responded to the applicable findings and recommendations.

Findings

F1. Antioch's City Manager has broad responsibility to ensure the efficient operation of the city, including supervision of an approximately \$ 100 million general fund budget and an authorized staff of over 400 employees.

Response The City agrees with this finding (Mayor Hernandez-Thorpe (“MHT” & Councilmember Ogorchock (“CMO”).

The City’s overall budget including general operations and capital improvements is \$146 million (Acting City Manager).

F2. The city began the process of recruiting a new permanent City Manager in January 2024. As of June 10, 2024, no hiring decision has been announced.

Response The City agrees with this finding (MHT & CMO).

F3. As outlined in both the City Manager job description and in city recruitment materials, the City Manager position requires a qualified and experienced individual.

Response The City agrees with this finding (MHT & CMO).

F4. There has been a lack of continuity in City Managers in Antioch, with six City Managers or Acting City Managers since December 2013.

Response The City partially disagrees with the finding (MHT).

The City agrees with this finding (CMO).

The Antioch City Council has appointed five (5) city managers since December 2013. Human Resources Director, Ana Cortez, was delegated the authority and responsibilities of the city manager position by a former city manager prior to him being placed on administrative leave. Ms. Cortez fulfilled those responsibilities for a period of two (2) days bridging the period between the city manager being placed on administrative leave and the City Council appointing an Acting City Manager. Ms. Cortez was not appointed Acting City Manager by the City Council (Acting City Manager).

F5. Under city ordinances the City Council, including the Mayor, has no direct authority to direct, supervise, hire, or fire any city employees, other than the City Manager and City Attorney (Ordinance 246-A).

Response The City agrees with this finding (MHT & CMO).

F6. The Mayor and City Council members have on occasion overstepped their authority in seeking to make personnel decisions, including terminating the then Public Works Director in December 2022, in ways not permitted by city ordinance (Antioch City Code § 2-2.06 and § 2-2.10).

Response The City disagrees with this finding (MHT).

The City agrees with this finding (CMO).

F7. The Mayor and City Council members have on occasion sought to conduct meetings with City Staff without the approval or involvement of the City Manager, as required by city ordinance (Antioch City Code § 2-2.10).

Response The City disagrees with this finding (MHT).

The City agrees with this finding (CMO).

Staff is under the direction from the City Manager to always inform him of these conversations once they have occurred. There has been a history of Council working with staff on topics including Measure W, salary studies, ad hoc committees and standing committees. Committee topics have included matters such as

cannabis businesses, social equity and racial justice, unsheltered people, and the Rivertown/Downtown area (Acting City Manager).

F8. Antioch's city government had a 21.6% employee vacancy rate as of February 2024, roughly four-times the national average for government agencies.

Response The City agrees with this finding (MHT).

As of February 15, 2024, the City-wide vacancy rate was 21% (Acting City Manager).

F9. In the absence of a permanent City Manager since March 2023, the city has deferred hiring new department heads when openings occur.

Response The City agrees with this finding (MHT & CMO).

F10. The Police, Public Works and Community Development departments currently are without permanent department heads.

Response The City agrees with this finding (MHT & CMO).

F11. Seven of the eleven most senior positions in Antioch city government are currently held by acting or part-time personnel, including City Manager, Assistant City Manager, Directors of Community Development, Police Services, and Public Works (all acting) and the Directors of Economic Development and Recreation (both part-time).

Response The City agrees with this finding (MHT & CMO).

The Economic Development Director is currently serving as Acting City Manager. He is not performing "part-time" duties for the Economic Development Department. The role of the Acting City Manager does not allow for any instance of not performing those duties 100% of the time (Acting City Manager).

F12. The employee vacancy rate is above the city-wide average in the Public Works Department (26% vacancy rate) and Community Development Department (35% vacancy rate), both of which currently do not have permanent directors.

Response The City partially disagrees with this finding.

Not knowing when the Grand Jury sourced the staffing information for the abovementioned departments, the City cannot verify the information. As of June 30, 2024, the Public Works Department had a 17% vacancy rate, and the Community Development Department had a 25% vacancy rate (Acting City Manager).

F13. Recruitment and retention of staff has been impacted by the absence of a permanent City Manager and the lack of permanent department heads in multiple city departments.

Response The City disagrees with this finding (MHT).

The City agrees with this finding (CMO).

F14. The Contra Costa County District Attorney's Office conducted an investigation into alleged Brown Act violations by Mayor Lamar Hernandez-Thorpe and Council Members Tamisha Torres-Walker and Monica Wilson, which was forwarded to the Grand Jury.

Response The City agrees with this finding (MHT & CMO).

F15. The District Attorney's Office noted serious concerns that noncompliance with the Brown Act may have occurred, however, there was insufficient evidence to prove beyond a reasonable doubt intentional violations of the statute occurred.

Response The City agrees with this finding (MHT).

The City partially disagrees with this finding (CMO).

RECOMMENDATIONS

The Grand Jury recommends that:

R1. The Mayor and City Council should follow through on the ongoing process of hiring an experienced and qualified City Manager.

Response The City agrees with this recommendation (MHT & CMO).

R2. The Mayor and City Council should abide by city regulations (Antioch

City Code § 2-2.06 and § 2-2.10) that preclude the Mayor and City Council from having any direct authority to direct, supervise, hire or fire any city employee, other than the City Manager and City Attorney.

Response The City agrees with this recommendation (MHT & CMO).

R3. The new City Manager should, within 6 months of their appointment to the position of City Manager, recruit and appoint permanent department heads to fill current department head vacancies.

Response The City agrees with this recommendation (MHT & CMO).

R4. By 1/1/2025 the City Council should direct the City Manager to undertake a study to determine the factors leading to the city's high employee turnover and vacancy rates.

Response The City agrees with this recommendation (MHT & CMO).

R5. By 1/1/2025 the Mayor and City Council should consider directing the City Manager and City Attorney to organize an annual training session focused on Brown Act requirements and compliance for the Mayor, City Council members, relevant city employees and members of city boards and commissions.

Response The City agrees with this recommendation (MHT & CMO).

On behalf of the City of Antioch, we are committed to working in partnership with Contra Costa Board of Supervisors in acknowledging of both the Civil Grand Jury findings and recommendations. We trust the Grand Jury will find these responses extremely helpful to its future endeavors.

Sincerely yours,

Lamar A. Thorpe
Mayor, City of Antioch

Cc: Joanne Sarmento, 2023-2024 Contra Costa County Civil Grand Jury Foreperson
Antioch City Council
Kwame P. Reed, Acting City Manager
Thomas Lloyd Smith, City Attorney, City of Antioch

DRAFT

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 27, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Kwame P. Reed, Acting City Manager *KPR*

SUBJECT: Designation of a Voting Delegate and Alternate Delegate for the League of California Cities Annual Conference and Authorization for Associated Conference Expenses Not to Exceed \$2,238 per Participant

RECOMMENDED ACTION

It is recommended that the Council appoint a Voting Delegate and Alternate Delegate for the 2024 League of California Cities Annual Conference. It is further recommended that the Council authorize the associated conference expenses for one participant in an amount not to exceed \$2,238.

FISCAL IMPACT

The League of California Cities Annual Conference is being held at the Long Beach Convention Center from October 16 through October 18, 2024. The registration, hotel accommodations, and flight for one participant estimated total cost is \$2,238 (registration, flight, per diem, and hotel accommodations).

DISCUSSION

The League's 2024 Annual Conference is scheduled for October 16 – October 18, 2024, at the Long Beach Convention Center. An important part of the Annual Conference is the Annual Business Meeting (during the General Assembly), scheduled for Friday, October 18, 2024. At that meeting, the League membership considers and acts on resolutions that establish League policy.

To vote at the Annual Business Meeting, the City Council must designate a Voting Delegate. The City may also appoint up to two alternate Voting Delegates, one of whom may vote if the designated Voting Delegate is unable to serve in that capacity.

The attached Voting Delegate form must be completed and returned to the League's office no later than Wednesday, September 25, 2024. This allows the League's office time to establish voting delegate/alternate records prior to the conference.

ATTACHMENTS

- A. League of California Cities' Letter dated July 10, 2024
Annual Conference General Assembly Guidelines
2024 Annual Conference How it Works: Cal Cities Resolutions and the General Assembly



Council Action Advised by September 25, 2024

DATE: Wednesday, July 10, 2024

TO: Mayors, Council Members, City Clerks, and City Managers

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 16-18, 2024
Long Beach Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 18, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through [the online submission portal](#) by Wed., Sept. 25. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities website](#).



For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 25. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance

to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members

review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during

the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee

or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates—one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI, Sec. 5(f).