



ANNOTATED AGENDA

Antioch City Council REGULAR MEETING

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

Date: Tuesday, September 24, 2024

Time: 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.

7:00 P.M. ROLL CALL – REGULAR MEETING – for City /City Council Members acting as Successor Agency to the Antioch Development Agency – *All Present*

PLEDGE OF ALLEGIANCE

COUNCIL MEMBER TORRES-WALKER REQUESTED A MOTION TO SUSPEND THE RULES TO MOVE UP AGENDA ITEM #4 AND "PUBLIC COMMENTS" TO BE HEARD AS THE NEXT ORDER OF BUSINESS; APPROVED, 5/0

4. *INTRODUCTION OF NEW CITY EMPLOYEES*

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.

COUNCIL MEMBER TORRES-WALKER REQUESTED A MOTION TO SUSPEND THE RULES TO MOVE UP "CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS" AND "MAYOR'S COMMENTS" TO BE HEARD AS THE NEXT ORDER OF BUSINESS; APPROVED, 5/0

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

MAYOR'S COMMENTS

COUNCIL MEMBER TORRES-WALKER REQUESTED A MOTION TO SUSPEND THE RULES TO MOVE UP AGENDA ITEMS #5, #6, AND #7 TO BE HEARD AS THE NEXT ORDER OF BUSINESS; APPROVED, 5/0

8:57 P.M. BREAK

9:11 P.M. RECONVENED – All Present

5. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

- *RHYTHMS BY THE RIVER – September 28, 2024*
 - *Antioch Rivertown, Antioch, CA*
- *ARTS & REC EXHIBIT – October 5, 2024*
 - *Nick Rodriguez Center, 213 F Street, Antioch, CA*

6. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- *CONTRA COSTA COUNTY MOSQUITO & VECTOR CONTROL BOARD*
- *ECONOMIC DEVELOPMENT COMMISSION*
- *PLANNING COMMISSION*

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

A. APPROVAL OF COUNCIL MEETING MINUTES FOR SEPTEMBER 10, 2024

Continued, 5/0

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

B. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

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

C. REJECTION OF CLAIM: CASSANDRA ROMO

Rejected, 5/0

Recommended Action: It is recommended that the City Council reject the claim submitted by Cassandra Romo.

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

D. CONFLICT OF INTEREST CODE FOR THE CITY OF ANTIOCH AND SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH

Recommended Action: It is recommended that:

**Reso No. 2024/133
AND**

- 1) *The City Council adopt a resolution approving the updated Conflict of Interest Code for the City of Antioch and authorizing the Acting City Manager to execute the attached Biennial Notice.*

**SA Reso No. 2024/42 adopted with changes to
2024 Local Agency Biennial Notices – uncheck box
[‘Delete titles of positions...’],
5/0**

- 2) *The Successor Agency to the Antioch Development Agency of the City of Antioch adopt a resolution approving the updated Conflict of Interest Code for the Successor Agency to the Antioch Development Agency of the City of Antioch and authorizing the Acting City Manager to execute the attached Biennial Notice.*

E. ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE NEIGHBORHOOD TRAFFIC CALMING PROJECT (P.W. 282-19A)

Reso No. 2024/134 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution accepting work and authorizing the Acting City Manager or designee to file a Notice of Completion for the Neighborhood Traffic Calming Project.

F. RATIFICATION OF THE AZTECA SYSTEMS, LLC AGREEMENT APPROVING A TERM FROM JUNE 30, 2021, TO JUNE 29, 2025, AND A TOTAL NOT TO EXCEED AMOUNT OF \$310,250

Reso No. 2024/135 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution to ratify the Azteca Systems, LLC agreement approving a term from June 30, 2021, to June 29, 2025, and a total not to exceed amount of \$310,250, which amends the prior approval provided in Resolution No. 2021/65 by increasing the amount of the authorization by \$96,500 for an additional year of services.

COUNCIL MEMBER TORRES-WALKER REQUESTED A MOTION TO SUSPEND THE RULES TO MOVE AGENDA ITEMS #1, #2, #3, AND #8 TO THE NEXT CITY COUNCIL MEETING; APPROVED, 5/0

COUNCIL REGULAR AGENDA – Continued from September 10, 2024, Council Meeting

1. AMENDMENT OF EMPLOYEE REFERRAL AND RECRUITMENT SIGNING BONUS AND INCENTIVE PROGRAM FOR PEACE OFFICERS, ADDITION OF INCENTIVE PROGRAM FOR DISPATCHERS

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

- 1) Authorizing the Acting City Manager or designee to continue the employee referral and recruitment signing bonus and incentive program for qualified lateral and entry-level (academy graduate and recruit) Peace Officers;*
- 2) Introducing a \$10,000 signing bonus for newly hired Police Dispatchers to be paid in two increments: \$5,000 upon successful completion of the Dispatch Training Program and \$5,000 upon successful completion of two (2) years of employment with the City of Antioch Police Department Dispatch Center; and*
- 3) Authorizing the necessary budget through June 30, 2025, of up to \$350,000.*

2. CITY COUNCIL REQUESTED DISCUSSION ITEM – DISCUSSION ON REVISIONS TO OVERNIGHT/CAMPING ORDINANCE

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

3. CITY COUNCIL REQUESTED DISCUSSION ITEM – DISCUSSION ON ADOPTING COMMUNITY POLICING RESOLUTION

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

COUNCIL REGULAR AGENDA

8. APPROVAL OF THE SIDE LETTER AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE MANAGEMENT UNIT AND SALARY INCREASES FOR CERTAIN CLASSIFICATIONS IN THE MANAGEMENT UNIT

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

- 1) Approving the Side Letter Agreement between the City of Antioch and the Management Unit;*
- 2) Authorizing the Acting City Manager or designee to execute the Side Letter Agreement between the City of Antioch and the Management Unit;*
- 3) Authorizing the amendment to the Master Salary Schedule to certain classifications in the Management Unit; and*
- 4) Authorizing the Acting City Manager or designee to make any necessary adjustments to the Fiscal Year 2024/25 budget to implement the provisions of the Side Letter Agreement.*

COUNCIL MEMBER TORRES-WALKER REQUESTED A MOTION TO SUSPEND THE RULES TO MOVE UP THE MOTION TO ADJOURN THE CITY COUNCIL MEETING; APPROVED, 5/0

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 9:21 p.m., 5/0

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.*



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 24, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Michael Mellone, Police Lieutenant

APPROVED BY: Brian Addington, Interim Chief of Police

SUBJECT: Amendment of Employee Referral and Recruitment Signing Bonus and Incentive Program for Peace Officers, Addition of Incentive Program for Dispatchers

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution:

1. Authorizing the Acting City Manager or designee to continue the employee referral and recruitment signing bonus and incentive program for qualified lateral and entry-level (academy graduate and recruit) Peace Officers;
2. Introducing a \$10,000 signing bonus for newly hired Police Dispatchers to be paid in two increments: \$5,000 upon successful completion of the Dispatch Training Program and \$5,000 upon successful completion of two (2) years of employment with the City of Antioch Police Department Dispatch Center; and
3. Authorizing the necessary budget through June 30, 2025, of up to \$350,000.

FISCAL IMPACT

The fiscal impact would be determined by the number of lateral and/or entry-level applicants hired, as well as the number of Police Dispatchers hired while the program is in effect. These financial incentives are distributed in five (5) separate increments over five (5) years for both lateral and entry-level Peace Officers, with the bulk of the payment (\$15,000) paid upfront.

Additionally, the Police Department is requesting to now include a \$10,000 signing bonus for Police Dispatchers. It is proposed for this bonus to be distributed in two increments: \$5,000 upon successful completion of the Dispatch Training Program and \$5,000 upon successful completion of two (2) years of employment with the City of Antioch Police Department Dispatch Center.

DISCUSSION

At the regular City Council Meeting of September 12, 2023, the City Council adopted Resolution No. 2023/144, increasing the employee referral and signing bonus and incentive program for qualified lateral and entry-level Police Officers. The Police Department seeks to continue and amend the employee recruitment and signing bonus and incentive program to include a new provision to offer a \$10,000 signing bonus for newly hired Police Dispatchers.

This proposed incentive program for Police Dispatchers is intended to help attract qualified entry-level and lateral Police Dispatchers to the City of Antioch, addressing the current five vacancies in the Dispatch Center. By offering a competitive financial incentive, the City aims to draw experienced professionals who can immediately contribute to maintaining high-quality service standards and reducing the training burden on existing staff.

Per the attached resolution under consideration, the incentive program for lateral and entry-level Peace Officers will be amended to include Dispatchers and extended the program through June 30, 2025, ensuring a comprehensive approach to recruiting and retaining essential personnel across the department.

The current incentive program includes a claw back provision requiring repayment of bonuses if an employee severs employment with the City of Antioch any time before the 5-year commitment. The same claw back provision will apply to the Police Dispatcher signing bonus if employment is terminated prior to completion of two (2) years of employment.

Program Details for Dispatchers:

To qualify for the signing bonus, Police Dispatcher applicants must:

1. Successfully complete the POST – approved Dispatch Training Program for the City of Antioch Dispatch Center.
2. Successfully complete two (2) years of employment with the City of Antioch Dispatch Center.

The \$10,000 signing bonus will be distributed in two increments:

1. Successfully complete the POST – approved Dispatch Training Program for the City of Antioch Dispatch Center.
2. Successfully complete two (2) years of employment with the City of Antioch Dispatch Center.

Program Details for Lateral Peace Officers:

(Open to all qualifying lateral Peace Officers, with the exception of the Police Chief, hired from September 12, 2024, until June 30, 2025):

1. The incentives remain the same as in the previous program year.

Program Details for Entry-Level (Academy Graduate and Recruit) Peace Officers
(Open to all qualifying entry-level police officers hired from September 12, 2024, until June 30, 2025):

1. The qualifications and incentives remain the same as in the previous fiscal year.

Repayment of Bonuses and Incentives:

The repayment requirements remain consistent with the previously approved program. For Police Dispatchers, if separation occurs after completion of their Dispatcher training, but before the completion of two (2) years of employment, the Police Dispatcher shall reimburse the City for \$5,000 of the signing bonus. If the separation occurs prior to completion of two (2) years of employment, the Police Dispatcher shall reimburse the City for the full \$10,000 signing bonus.

The proposed recruitment signing bonus and incentive program aims to enhance the City of Antioch's ability to attract and retain qualified lateral and entry-level Peace Officers, as well as Dispatchers, by offering competitive financial incentives.

ATTACHMENTS

- A. Resolution 2024/XXX
- B. Exhibit "A"

ATTACHMENT “A”

RESOLUTION NO. 2024/xxx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE EXTENSION AND AMENDMENT OF THE BONUS INCENTIVE PROGRAM FOR QUALIFIED LATERAL AND ENTRY-LEVEL PEACE OFFICERS, INTRODUCING A SIGNING BONUS FOR POLICE DISPATCHERS AND APPROVING THE NECESSARY FISCAL YEAR 2024/25 BUDGET ADJUSTMENT

WHEREAS, on September 12, 2023, the Antioch City Council adopted Resolution 2023/144 continuing the employee recruitment and signing bonus incentive program through June 30, 2025 in the total amount of \$350,000 to be paid over a five-year period for qualified peace officers; and

WHEREAS, the Antioch City Council recognizes the need to remain competitive in hiring qualified peace officers and acknowledges the critical staffing shortages in the Dispatch Center, with five current vacancies; and

WHEREAS, the City Council seeks to expand the incentive program to include a \$10,000 signing bonus for newly hired Police Dispatchers to attract qualified lateral candidates, thereby enhancing the operational efficiency and service quality of the Antioch Police Department;

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

1. Authorizes the continuation of the employee referral and recruitment signing bonus/incentive program for qualified lateral and entry-level (academy graduate and recruit) peace officers through June 30, 2025 with a total program amount of up to \$350,000;
2. Approves the introduction of a \$10,000 signing bonus for newly hired Police Dispatchers through June 30, 2025, to be paid in two increments: \$5,000 upon successful completion of the POST-approved Dispatch Training program and \$5,000 upon successful completion of two years of employment with the City of Antioch.
3. Directs the Acting City Manager or designee to make any necessary budget adjustments for the fiscal year 2024/25 to fund the continuation and expansion of this program; and

4. Reaffirms its commitment to maintaining a competitive recruitment strategy to ensure the Antioch Police Department is fully staffed with qualified personnel to meet the needs of the community.

* * * * *

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 24th day of September 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT "A"

EMPLOYEE REFERRAL AND RECRUITMENT SIGNING BONUS AND INCENTIVE PROGRAM FOR PEACE OFFICERS AND DISPATCHERS

Recommended Program Details for Lateral Peace Officers (open to all qualifying lateral peace officers, except police chief, hired from September 12, 2024 until June 30 , 2025):

To qualify for the bonus/incentives, the applicant must:

1. Be currently employed as a peace officer within a California law enforcement agency.
2. Have at least two (2) years of experience and have successfully completed a probationary period.
3. And, possess a Basic California POST Certificate, or required POST certification based on job description.
4. If the applicant is a former Antioch officer who wishes to return to the department, his/her separation of employment must be at least eighteen (18) months to qualify.

The bonus/incentives will consist of the following:

1. Applicant will be allowed to carry over up to 200 hours of accrued sick leave from his/her department.
2. Prior law enforcement service seniority will be used to determine vacation accrual rate of the applicant.
3. Automatic credit of 40 hours vacation upon employment.
4. Signing bonus of \$30,000 with payments in the following increments:
 - a. \$15,000 - upon successful completion of FTO
 - b. \$2,500 - upon successful completion of probation
 - c. \$5,000 - upon three (3) years of service
 - d. \$2,500 - upon four (4) years of service
 - e. \$5,000 - upon five (5) years of service
5. Any current Antioch employee who recruits a lateral officer will receive his/her choice of \$1,000 or 20 hours of Comp Time upon the lateral's successful completion of the field training program.

Recommended Program Details for Entry Level (Academy Graduate and Recruit) Peace Officers (open to all qualifying entry level peace officers hired from September 12, 2024, until June 30, 2025):

To qualify for the bonus/incentives, the applicant must:

1. Successfully complete a Basic Police Academy and poses a Basic POST certificate in the State of California.
2. Successfully complete the background and hiring process for the City of Antioch Police Department.
3. Successfully complete the Field Training Program for the City of Antioch Police department

Recommended Program Details for Dispatchers (open to all qualifying entry level and lateral dispatchers hired from September 12, 2024, until June 30, 2025):

To qualify for the signing bonus, Police Dispatcher applicants must:

1. Successfully complete the POST – approved Dispatch Training Program for the City of Antioch Dispatch Center.
2. Successfully complete two (2) years of employment with the City of Antioch Dispatch Center.

The bonus/incentives will consist of the following:

1. Signing bonus of \$10,000 with payments in the following increments:
 - a. \$5,000 – upon successful completion of training period
 - b. \$5,000 – upon successful completion two (2) years of employment.

Repayment of Bonuses and Incentives:

In the event of separation of a lateral or entry level peace officer applicant's employment with the City for any reason, the applicant shall reimburse the City for the signing bonuses as detailed below:

1. If separation occurs before completion of the probationary period, applicant shall reimburse the City for **\$15,000**
2. If separation occurs before completion of three (3) years of employment, applicant shall reimburse the City for **\$17,500**
3. If separation occurs before completion of four (4) years of employment, applicant shall reimburse the City for **\$22,500**
4. If separation occurs before completion of five (5) years of employment, applicant shall reimburse the City for **\$25,000**

In the event of a separation of an entry or lateral police dispatcher applicant's employment with the City for any reason, the applicant shall reimburse the City for the signing bonuses as detailed below:

1. If the separation occurs before the completion of the probationary period, applicant shall reimburse the City for \$5,000.
2. If the separation occurs before the completion of two (2) years of employment, applicant shall reimburse the City for \$10,000.

A Lateral or Entry-Level Peace Officer Applicant agrees that if he/she is required to reimburse the bonuses and incentives under this Agreement, such reimbursement shall be immediately due and payable without notice. Applicant may request a payment plan of three months to fully satisfy any outstanding bonus payments not immediately repaid to the City. Thereafter, any continued failure to repay the entirety of the bonuses back in full within 3 months would entitle the City to immediate recovery of any non-repaid amount plus interest over the outstanding amount as required by law. Applicant agrees that if Applicant remains employed with the City of Antioch beyond five (5) years of employment as set forth above, Applicant will have no obligation to repay any portion of the signing bonus.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 24, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Kwame P. Reed, Acting City Manager *KPR*

SUBJECT: City Council Requested Discussion Item – Discussion on Revisions to Overnight/Camping Ordinance

RECOMMENDED ACTION

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

FISCAL IMPACT

The recommended action has no fiscal impact at this time.

DISCUSSION

This item is for the City Council's discussion at Mayor Hernandez-Thorpe's request to hold a discussion on revising Antioch Municipal Code Ordinance Section 10.2.12-Overnight/Camping.

§ 10-2.12 OVERNIGHT/CAMPING.

No person shall camp or lodge in a tent, vehicle or on the ground in any park or recreation facility, including the parking lot areas of any such facilities. Except during daylight, for security purposes, with the written permission of the Director, no person shall stay, remain or sleep in a motor home or other motor vehicle or otherwise, in any park and recreation facility, including the parking lot area of such facility.

(Ord. 915-C-S, passed 2-27-96)

ATTACHMENTS

None



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 24, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Kwame P. Reed, Acting City Manager *KPR*

SUBJECT: City Council Requested Discussion Item – Discussion on Adopting Community Policing Resolution

RECOMMENDED ACTION

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

FISCAL IMPACT

The recommended action has no fiscal impact at this time.

DISCUSSION

This item is for the City Council's discussion at Councilmember Torres-Walker's request to adopt a Community Policing resolution.

ATTACHMENTS

A. Draft Resolution

ATTACHMENT A

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADOPTING COMMUNITY POLICING AS THE OPERANT AND DOMINANT POLICING PHILOSOPHY OF THE CITY OF ANTIOCH

WHEREAS, the City of Antioch has recognized, acknowledged, and endorsed the value and effectiveness of community policing;

WHEREAS, over the years various emphasis, attention, attitudes, and definitions have been given to the philosophy, principles, and practice of community policing;

WHEREAS, it is beneficial to clearly define and identify the elements of community policing;

WHEREAS, problem-solving through proactive partnerships and community trust building are recognized key elements of community policing;

WHEREAS, police legitimacy and police efforts to enhance community trust can have a positive impact on the conditions that produce crime and are elemental to the practice of effective community policing;

WHEREAS, the essential elements of community policing, including problem-solving through partnership, community trust building, the recognition of police legitimacy, and significant community involvement and responsibility, are the foundations of a definition that has been supported and recognized by the academic community;

WHEREAS, these elements do contribute to a more positive and productive relationship between the police and the communities they serve, where community policing has value internationally as an approach that will lead to a safer environment for the community and the police worldwide;

WHEREAS, community policing seeks to reduce crime and fear of crime by having an impact on crime causation factors while recognizing the importance of enhancing police legitimacy and providing for better accountability of police and government and greater concern for civil rights and liberties; and

WHEREAS, the City of Antioch City Council has agreed that a comprehensive definition of Community Policing should be one of its missions.


NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Antioch accepts, acknowledges, supports, and uses the following definition of community policing: "Community policing is a comprehensive philosophy that guides policy and strategy aimed at achieving more effective and efficient crime control, reduced fear of crime, improved quality of life, and improved police services and police legitimacy through a proactive reliance on community resources that seeks to change crime causing conditions. This assumes a need for greater accountability of police, elected community leaders, and the community in general, along with greater public share in decision-making through the identification of service needs and priorities and a greater concern for civil rights and liberties.



INTRODUCTION OF NEW CITY EMPLOYEES

DATE: Regular Meeting of September 24, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ana Cortez, Human Resources Director 

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

- Alex Gutierrez, Police Officer
- Joseph Amiri, Police Officer
- Michael Roy, Police Officer
- Luis Candelario, Community Services Officer

➤ Finance Director Dawn Merchant would like to introduce:

- Dulce Sandoval, Customer Service Representative



ANTIOCH
CALIFORNIA
OPPORTUNITY LIVES HERE

RHYTHMS *by the* **RIVER** A FALL FESTIVAL

Live Performances

The Purple Ones | Baycoin Beats
Lando Davidson | Maya | Blind To Reason

Featuring

BBQ Cookoff | Beer Garden | Food Trucks
Kids Zone | Artisan Vendors
Cornhole Tournament



For BBQ Cook Off and Vendor
registration, visit CelebrateAntioch.org

Saturday, September 28, 2024
Rivertown | 1pm-7pm

ANTIOCHCA.GOV / SUMMER-CONCERT-SERIES

#5

ARTS & REC EXHIBIT



05 OCT, 2024 | 10AM-1PM
NICK RODRIGUEZ CENTER

Art galleries provide a space for artists to showcase their work and for viewers to appreciate and engage with diverse forms of art. The Antioch Recreation Department's Arts & Rec Exhibit intends to provide a meeting place for the arts and local artists across generations to share, to express, to thrive.

[ANTIOCHCA.GOV/RECREATION](https://antiochca.gov/recreation)



CALLING ALL LOCAL ARTISTS, YOUNG & SEASONED!

DO YOU WISH TO HAVE YOUR ART DISPLAYED FOR OUR COMMUNITY TO SEE? NOW'S YOUR CHANCE! REACH OUT TO THE ANTIOCH RECREATION DEPARTMENT ABOUT SIGNING UP FOR THE ARTS & REC EXHIBIT. EMAIL RECREATION@ANTIOCHCA.GOV FOR MORE INFORMATION.

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

EXTENDED DEADLINE DATE: FRIDAY, SEPTEMBER 27, 2024:

- **CONTRA COSTA MOSQUITO & VECTOR CONTROL BOARD**
 - One (1) vacancy, expiring April 2026

EXTENDED DEADLINE DATE: FRIDAY, SEPTEMBER 27, 2024:

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

DEADLINE DATE: FRIDAY, OCTOBER 25, 2024:

- **PLANNING COMMISSION**
 - Two (2) vacancies, expiring October 2028

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.

#6



Extended Deadline Date: By 5:00 p.m., September 27, 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., September 27, 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.

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 Planning Commission review and make recommendations to the City Council on the physical development of the City: all provisions of the General Plan, land use, and zoning as specified by the Zoning Code, and as set forth in the State Government Code and the California Environmental Quality Act (CEQA). The Commission also reviews site plans, architectural design, signs, or other exterior design features of new and remodeled buildings.

Commission Seats:

- Seven (7) Commission Members, 4-year terms.

Meetings:

- Held every first and third Wednesday of every month at 6:30 p.m. in the City Council Chambers; or on other dates as needed.

Requirements:

- Must be a resident of the City of Antioch.
- Members are subject to The Brown Act open meeting law.
- 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 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.



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STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 24, 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 September 10, 2024

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of September 10, 2024.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
AUGUST 30 - SEPTEMBER 12, 2024
FUND/CHECK#

100 General Fund

Non departmental

00415019	COLONIAL LIFE	MONTHLY PREMIUM	1,705.47
00415067	PARS	PAYROLL	10,079.68
00415069	QUADIENT LEASING USA INC	POSTAGE	3,000.00
00415085	STANTEC CONSULTING SERVICES INC	PROFESSIONAL SERVICES	6,580.50
00415101	AFLAC	PAYROLL	6,554.46
00415112	BAY ALARM COMPANY	PROFESSIONAL SERVICES	0.19
00949199	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	28,009.06

City Attorney

00415103	AMERICAN TROPHIES AWARDS & PROMO	LEGAL STAMP RENT PROGRAM	71.34
00415110	ATKINSON ANDELSON LOYA RUUD & ROMO	LEGAL SERVICES RENDERED	418.95
00415114	BERTRAND FOX ELLIOT OSMAN & WENZEL	LEGAL SERVICES RENDERED	4,332.50
00415128	EIDEN, KITTY J	TRANSCRIPTION SERVICES	300.00
00415134	HANSON BRIDGETT LLP	LEGAL SERVICES RENDERED	78,482.07
00415138	JACKSON LEWIS PC	LEGAL SERVICES RENDERED	103.50
00415145	LEXISNEXIS	BOOKS/PERIODICALS	244.00
00415151	MEYERS NAVE A PROFESSIONAL CORP	LEGAL SERVICES RENDERED	87,790.95
00415161	REDWOOD PUBLIC LAW LLP	LEGAL SERVICES RENDERED	1,824.00
00415164	RICHARD D. JONES A PROF LAW CORP	LEGAL SERVICES RENDERED	106.00

City Clerk

00415128	EIDEN, KITTY J	TRANSCRIPTION SERVICES	2,000.00
00415137	INTL INST OF MUNICIPAL CLERKS	MEMBERSHIP - HOUSHOLDER	56.25
00949188	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	488.88

City Treasurer

00415148	LOOMIS ARMORED LLC	ARMORED CAR SERVICE	321.80
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Human Resources

00415028	CRYSTAL CLEAR LOGOS INC	UNIFORMS	170.35
00415062	OFFICE DEPOT INC	OFFICE SUPPLIES	60.43
00415118	CALIF DEPARTMENT OF JUSTICE	FINGERPRINTS	604.00
00415133	EMPLOYEE	RETIREMENT GIFT	250.00

Finance Administration

00415102	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	82.43
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Finance Accounting

00415154	OFFICE DEPOT INC	OFFICE SUPPLIES	43.66
00949208	SUPERION LLC	ASP SERVICES	22,272.94

Finance Operations

00415102	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	346.71
00415154	OFFICE DEPOT INC	OFFICE SUPPLIES	49.54

Non Departmental

00414997	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	429.49
00415097	WAGeworks	ADMIN FEE 8/2024	476.00

Public Works Street Maintenance

00415005	BIG SKY ENVIRONMENTAL SOLUTIONS	FILTERS	185.00
00415048	INTERSTATE SALES	SUPPLIES	1,000.47
00415054	MANERI SIGN COMPANY	STREETS SIGNS	346.30
00415080	SHERWIN WILLIAMS CO	SUPPLIES	665.87
00415087	SUBURBAN PROPANE	PROPANE TANK	810.90



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
AUGUST 30 - SEPTEMBER 12, 2024
FUND/CHECK#

00415094	URBAN RESTORATION GROUP	PRESSURE WASHER	2,135.63
00415117	C AND J FAVALORA TRUCKING INC	TRUCKING & RECYCLING SVC	6,900.00
00949192	GRAINGER INC	SUPPLIES	72.64
00949196	QUENVOLDS	SAFETY SHOES- LOPEZ, E	300.00
Public Works-Signal/Street Lights			
00415001	AT AND T MCI	PHONES	639.65
00415022	CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	178,548.03
00415030	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	3,971.27
00415065	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,180.08
00415066	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	10,467.65
00415139	JAM SERVICES INC	ELECTRICAL EQUIPMENT	11,414.00
00415157	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	861.90
Public Works-Facilities Maintenance			
00414999	ANIXTER INC	SUPPLIES	413.96
00415001	AT AND T MCI	PHONES	92.71
00415002	BAY AREA AIR QUALITY MGMT DIST	AIR QUALITY PERMIT FEES	329.00
00415003	BAY CITIES PYROTECTOR	PROFESSIONAL SERVICES	1,470.00
00415026	COUNTY LOCK	PROFESSIONAL SERVICES	497.30
00415038	FASTSIGNS	SIGN - STOP HERE	231.52
00415065	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	419.85
00415066	PACIFIC GAS AND ELECTRIC CO	GAS	24,380.62
00415071	REAL PROTECTION INC.	PROFESSIONAL SERVICES	341.29
00415093	ULINE	SUPPLIES	3,447.11
00415106	ANTIOCH ACE HARDWARE	SUPPLIES	246.90
00415112	BAY ALARM COMPANY	PROFESSIONAL SERVICES	4,239.26
00415149	LOPEZ MNTS SVCS LLC	EMERGENCY REPAIR	4,137.50
00415157	PACIFIC GAS AND ELECTRIC CO	GAS	1,167.84
00949191	CONSOLIDATED ELECTRICAL DIST INC	PARTS	240.96
Public Works-Parks Maint			
00415001	AT AND T MCI	PHONES	157.10
00415004	BIG B LUMBER	SUPPLIES	709.25
00415065	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,146.16
00415066	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,141.70
00415071	REAL PROTECTION INC.	PROFESSIONAL SERVICES	259.50
00415099	WATERSAVERS IRRIGATION	PARTS	311.44
00415106	ANTIOCH ACE HARDWARE	SUPPLIES	35.52
00415171	TERRACARE ASSOCIATES	PROFESSIONAL SERVICES	391.00
00949197	SITEONE LANDSCAPE SUPPLY HOLDING	PARTS	2,566.83
Public Works-Median/General Land			
00415001	AT AND T MCI	PHONES	443.35
00415066	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,381.77
00415072	RECOLOGY BLOSSOM VALLEY ORGANICS	SUPPLIES	17,521.80
00415091	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	26,495.72
00415099	WATERSAVERS IRRIGATION	PARTS	233.08
00415157	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	14.02
00949197	SITEONE LANDSCAPE SUPPLY HOLDING	PARTS	6,397.49
Police Administration			
00414998	AMERICAN TROPHIES AWARDS & PROMO	MAILBOX TAGS	14.27



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
AUGUST 30 - SEPTEMBER 12, 2024
FUND/CHECK#

00415009	BPS TACTICAL INC.	EMPLOYEE VESTS	4,896.66
00415014	CANON FINANCIAL SERVICES	COPIER LEASE	89.10
00415023	CONTRA COSTA COUNTY	TRAINEE ACADEMY TUITION	22,025.00
00415028	CRYSTAL CLEAR LOGOS INC	UNIFORMS	764.64
00415031	DOWNIE, JONATHAN ROBERT	PER DIEM	370.00
00415032	DUFFY, ADAM JAMES	EXPENSE REIMBURSEMENT	130.00
00415052	KELLEY, TEKARI TASHAY	EXPENSE REIMBURSEMENT	208.74
00415056	MARQUES, SHAWN LUIS	PER DIEM	276.00
00415061	NIEVES, DIANE GUADALUPE	PER DIEM	148.00
00415062	OFFICE DEPOT INC	OFFICE SUPPLIES	286.11
00415068	PLATINUM PREMIER LLC	HOTEL FOR TRAINEES	16,964.46
00415074	RIOS BAAS, JOSHUA SHAWN	EXPENSE REIMBURSEMENT	132.91
00415083	SMITH, KYLE T	PER DIEM	276.00
00415086	STATE OF CALIFORNIA	PAYROLL	492.00
00415089	SYMBOLARTS	CHALLENGE COINS	3,695.94
00415093	ULINE	CABINET	499.79
00415108	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	16,002.75
00415111	BAILEY, NAJEE AMIR	EXPENSE REIMBURSEMENT	703.65
00415123	CONTRA COSTA FIRE EQUIPMENT	FIRE EXTINGUISHERS	37.78
00415124	COX, JOHN SPENCER	EXPENSE REIMBURSEMENT	130.00
00415143	LASSAS, BRENDAN MICHAEL	PER DIEM	172.00
00415154	OFFICE DEPOT INC	OFFICE SUPPLIES	2,220.58
00415159	PERMANENTE MEDICAL GROUP INC, THE	MEDICAL EXAMS	4,514.00
00415160	PREFERRED ALLIANCE INC	PRE-EMPLOYMENT MEDICAL	126.00
00415168	SAN DIEGO POLICE EQUIPMENT CO	AMMUNITION	35,524.34
00415169	SHAFFER, COLE ANDREW	PER DIEM	860.00
00949195	PITNEY BOWES INC	POSTAGE	4,000.00
00949198	UBEO BUSINESS SERVICES	MONTHLY CONTRACT	1,031.48
Police Community Policing			
00415029	D TAC K9 LLC	PROFESSIONAL SERVICES	950.00
00415136	HUNT AND SONS INC	FUEL	134.24
00415144	LENDERMAN, THOMAS E	CHECK REPLACEMENT	11.50
Police Investigations			
00414995	ALHAMBRA	WATER	193.87
00415016	CELLEBRITE USA INC	CRIME ANALYSIS	17,855.23
00415036	EWART, ASHLEY MARIE	EXPENSE REIMBURSEMENT	315.81
00415078	SEROLOGICAL RESEARCH INSTITUTE	LAB SERVICES	14,711.25
00415122	CONTRA COSTA COUNTY	LAB SERVICES	8,632.50
00415144	LENDERMAN, THOMAS E	CHECK REPLACEMENT	46.80
Police Communications			
00415001	AT AND T MCI	PHONES	1,252.64
00415020	COMCAST	CONNECTION SERVICES	168.53
00415060	NET TRANSCRIPTS	TRANSCRIPT SERVICES	315.32
00415152	MOTOROLA SOLUTIONS INC	SUPPLIES	475,617.53
Office Of Emergency Management			
00415001	AT AND T MCI	PHONES	247.47
Police Facilities Maintenance			
00415001	AT AND T MCI	PHONES	305.67



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
AUGUST 30 - SEPTEMBER 12, 2024
FUND/CHECK#

00415003	BAY CITIES PYROTECTOR	PROFESSIONAL SERVICES	535.00
00415013	CAMALI CORP	UPS MAINTENANCE	4,564.00
00415066	PACIFIC GAS AND ELECTRIC CO	GAS	39,141.99
00415071	REAL PROTECTION INC.	PROFESSIONAL SERVICES	411.27
00415093	ULINE	SUPPLIES	560.15
00415112	BAY ALARM COMPANY	PROFESSIONAL SERVICES	2,023.27
Youth Network Services			
00415040	FOLGERGRAPHICS INC	GUIDE PRINTING	1,300.00
00415076	RR TRANSITIONAL HOUSING	PROFESSIONAL SERVICES	16,050.00
Housing and Homelessness			
00415127	ECONOMY INN	MOTEL VOUCHER	980.00
00415165	RIDLEY, JAZMIN K	EXPENSE REIMBURSEMENT	41.12
00415170	SHARE COMMUNITY	SHOWER SERVICE	666.20
PSCR Administration			
00415051	JENNIFER LYNN HINES	PROFESSIONAL SERVICES	1,709.49
Community Development Administration			
00415062	OFFICE DEPOT INC	OFFICE SUPPLIES	69.80
00415092	TYLER TECHNOLOGIES INC	SUBSCRIPTION	183,779.70
00415102	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	77.30
00415154	OFFICE DEPOT INC	OFFICE SUPPLIES	49.54
Community Development Land Planning Services			
00415021	CC CO AUDITOR-CONTROLLER	LAFCO NET COST FY 2024-25	24,578.79
00949188	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	683.85
CD Code Enforcement			
00415044	GBA STORAGE, LLC	MONTHLY STORAGE	255.00
00415079	SHARJO LLC	ABATEMENT SERVICES	4,617.24
00415090	TAYLOR, SEQUOIA JANNEL	EXPENSE REIMBURSEMENT	50.00
PW Engineer Land Development			
00415001	AT AND T MCI	PHONES	61.29
00415018	COASTLAND CIVIL ENGINEERING	PROFESSIONAL SERVICES	23,415.00
00415049	INTERWEST CONSULTING GROUP INC	PROFESSIONAL SERVICES	150,503.75
Community Development Building Inspection			
00415092	TYLER TECHNOLOGIES INC	TYLER ASSIST BASIC	31,500.00
00415102	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	822.82
206 American Rescue Plan Fund			
Non Departmental			
00415113	BAY AREA COMMUNITY SERVICES INC	BRIDGE HOUSING SERVICES	130,815.54
00415130	FELTON INSTITUTE	CIT SERVICES	180,015.77
00415152	MOTOROLA SOLUTIONS INC	RADIOS FOR PD	483,544.24
00415167	RUDRAM LLC	BRIDGE HOUSING SERVICES	97,333.33
211 Delta Fair Property Fund			
Parks & Open Space			
00415077	RRM DESIGN GROUP	PROFESSIONAL SERVICES	185.00
213 Gas Tax Fund			
Streets			
00415065	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	324.92
00415066	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	60,262.56
00415157	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	170.06



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
AUGUST 30 - SEPTEMBER 12, 2024
FUND/CHECK#

214 Animal Services Fund

Animal Services

00415025	COTTLE, CATRIONA MARIE	PER DIEM	207.00
00415066	PACIFIC GAS AND ELECTRIC CO	GAS	2,060.10
00415070	RANGEL, ANDREA LORRAINE	PER DIEM	207.00
00415125	CRYSTAL CLEAR LOGOS INC	UNIFORM SHIRTS	99.17

219 Recreation Fund

Non departmental

00415121	CONTRA COSTA COUNTY	SENIOR CTR MEAL PROGRAM	1,843.00
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Nick Rodriguez Community Cent

00415001	AT AND T MCI	PHONES	76.86
00415003	BAY CITIES PYROTECTOR	PROFESSIONAL SERVICES	535.00
00415011	BRENTWOOD PRESS & PUBLISHING INC	ADVERTISEMENT	299.00
00415024	COSTCO	VARIOUS BUSINESS EXPENSES	125.62
00415066	PACIFIC GAS AND ELECTRIC CO	GAS	6,110.97
00415071	REAL PROTECTION INC.	PROFESSIONAL SERVICES	114.49
00415129	EL CAMPANIL THEATRE PRESERVATION FDN	TECH SUPPORT	371.88

Senior Programs

00415066	PACIFIC GAS AND ELECTRIC CO	GAS	4,073.98
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Recreation Sports Programs

00414997	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	679.03
00415001	AT AND T MCI	PHONES	31.42
00415012	BSN SPORTS LLC	SPORTS FIELD PAINT	414.85
00415066	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	5,854.60
00415120	CONCORD SOFTBALL UMPIRES	CONTRACT PAYMENT UMPIRES	90.00

Recreation-Comm Center

00414997	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	934.86
00415001	AT AND T MCI	PHONES	32.57
00415003	BAY CITIES PYROTECTOR	PROFESSIONAL SERVICES	535.00
00415024	COSTCO	EVENT SUPPLIES	935.04
00415033	DUGAND, KARINA	CONTRACTOR PAYMENT	288.00
00415040	FOLGERGRAPHICS INC	GUIDE PRINTING	12,581.13
00415051	JENNIFER LYNN HINES	PROFESSIONAL SERVICES	4,999.08
00415055	MANUEL A MINZER	CONTRACTOR PAYMENT	768.00
00415057	MCCAULEY AG & PEST CONTROL	BIRD CONTROL SERVICE	100.00
00415071	REAL PROTECTION INC.	PROFESSIONAL SERVICES	253.71
00415081	SILKE COMMUNICATION	PARTS & CHARGERS	1,602.58
00415109	AT AND T MCI	PHONES	63.53
00415148	LOOMIS ARMORED LLC	ARMORED CAR SERVICE	353.83

Recreation Water Park

00414997	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	4,227.21
00415001	AT AND T MCI	PHONES	183.86
00415003	BAY CITIES PYROTECTOR	PROFESSIONAL SERVICES	535.00
00415066	PACIFIC GAS AND ELECTRIC CO	GAS	23,417.94
00415071	REAL PROTECTION INC.	PROFESSIONAL SERVICES	383.21
00415095	US FOODS INC	CONCESSIONS SUPPLIES	846.87
00415115	BRADY INDUSTRIES	JANITORIAL SUPPLIES	726.41
00415116	BSN SPORTS LLC	AWP LONG SLEEVES	921.91



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
AUGUST 30 - SEPTEMBER 12, 2024
FUND/CHECK#

00415142	KNORR SYSTEMS INC	SURCHARGE	2,112.47
00415147	LINCOLN EQUIPMENT INC	CHEMICALS	3,381.45
222	Measure C/J Fund		
Streets			
00415035	EVERDE GROWERS	PLANTS	3,119.09
00415072	RECOLOGY BLOSSOM VALLEY ORGANICS	SUPPLIES	30,000.00
00415091	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	81,424.20
00949197	SITEONE LANDSCAPE SUPPLY HOLDING	PARTS	7,605.73
226	Solid Waste Reduction Fund		
Solid Waste Used Oil			
00415162	REPUBLIC SERVICES INC	CURBSIDE OIL	1,667.95
00415163	REPUBLIC SERVICES INC	CURBSIDE OIL	1,667.95
229	Pollution Elimination Fund		
Channel Maintenance Operation			
00415082	SILVA LANDSCAPE	PROFESSIONAL SERVICES	5,400.00
00415123	CONTRA COSTA FIRE EQUIPMENT	FIRE EXTINGUISHERS	201.70
00415158	PARVINDER K GIR	RIP-RAP DELIVERIES	33,334.28
Storm Drain Administration			
00415141	KFTB EARTH ISLAND INSTITUTE	SCHOOL PROGRAM	4,000.00
251	Lone Tree SLLMD Fund		
Lonetree Maintenance Zone 1			
00415001	AT AND T MCI	PHONES	125.68
00415066	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,190.95
00415091	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	10,507.18
Lonetree Maintenance Zone 2			
00415001	AT AND T MCI	PHONES	216.83
00415066	PACIFIC GAS AND ELECTRIC CO	ELECTRICITY	1,020.45
00415091	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	21,362.22
Lonetree Maintenance Zone 3			
00415001	AT AND T MCI	PHONES	94.26
00415091	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	18,325.72
Lonetree Maintenance Zone 4			
00415066	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	102.11
00415091	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,456.72
252	Downtown SLLMD Fund		
Downtown Maintenance			
00415066	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	421.60
00415091	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,930.46
253	Almondridge SLLMD Fund		
Almondridge Maintenance			
00415066	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	378.82
00415091	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,726.58
254	Hillcrest SLLMD Fund		
Hillcrest Maintenance Zone 1			
00415001	AT AND T MCI	PHONES	62.84
00415066	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,370.40
00415091	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	17,112.24



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
AUGUST 30 - SEPTEMBER 12, 2024
FUND/CHECK#

Hillcrest Maintenance Zone 2

00415000	ARBORICULTURAL SPECIALTIES, INC	TREE TRIMMING SERVICES	17,600.00
00415001	AT AND T MCI	PHONES	219.94
00415030	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	406.08
00415066	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,064.70
00415091	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	17,828.00

Hillcrest Maintenance Zone 4

00415000	ARBORICULTURAL SPECIALTIES, INC	TREE TRIMMING SERVICES	28,160.00
00415001	AT AND T MCI	PHONES	186.97
00415066	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	954.16
00415091	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	18,400.73

255 Park 1A Maintenance District Fund

Park 1A Maintenance District

00415001	AT AND T MCI	PHONES	31.42
00415065	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	61.01
00415066	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	103.04
00415091	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	3,790.90

256 Citywide 2A Maintenance District Fund

Citywide 2A Maintenance Zone 3

00415066	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	114.02
00415091	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,949.05

Citywide 2A Maintenance Zone 4

00415066	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	518.24
00415091	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	10,304.52

Citywide 2A Maintenance Zone 5

00415000	ARBORICULTURAL SPECIALTIES, INC	TREE TRIMMING SERVICES	32,200.00
00415066	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	623.52
00415091	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,762.84

Citywide 2A Maintenance Zone 6

00415066	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	337.87
00415091	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,857.00

Citywide 2A Maintenance Zone 8

00415091	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,217.65
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Citywide 2A Maintenance Zone 9

00415001	AT AND T MCI	PHONES	125.68
00415066	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	697.15
00415091	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	10,993.33

Citywide 2A Maintenance Zone10

00415030	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	499.60
00415066	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	97.68
00415091	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,162.46

257 SLLMD Administration Fund

SLLMD Administration

00415001	AT AND T MCI	PHONES	164.32
00415091	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	921.50
00949196	QUENVOLDS	SAFETY SHOES- IBARRA, O	300.00



CLAIMS BY FUND REPORT
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259 East Lone Tree SLLMD Fund

Zone 1-District 10

00415066	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	70.73
00415091	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,799.84

281 CFD 2018-01 Public Services Fund

CFD 2018-01 Maintenance

00415091	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,476.00
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283 CFD 2022-01 Public Services Fund

CFD 2018-01 Maintenance

00415091	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	790.00
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311 Capital Improvement Fund

Parks & Open Space

00415047	INDIGO HAMMOND & PLAYLE ARCHITECTS	PROFESSIONAL SERVICES	10,566.89
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569 Vehicle Replacement Fund

Equipment Maintenance

00415039	FJM TRUCK AND TRAILER LLC	TRAILERS REPLACEMENT	29,583.48
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570 Equipment Maintenance Fund

Non departmental

00415046	HUNT AND SONS INC	FUEL	20,174.42
00415136	HUNT AND SONS INC	FUEL	10,752.97

Equipment Maintenance

00415006	BILL BRANDT FORD	PROFESSIONAL SERVICES	102.00
00415017	CHUCKS BRAKE & WHEEL SERVICE INC	PARTS	619.71
00415034	EAST BAY TIRE CO	AUTO REPAIR PARTS	4,820.16
00415041	FRED L CRABAUGH	PROFESSIONAL SERVICES	1,600.00
00415042	FURBER SAW INC	PARTS	12.06
00415053	LIM AUTOMOTIVE SUPPLY INC	PARTS	1,556.93
00415059	MOTORRAD LLC	LABOR	835.05
00415063	OREILLY AUTO PARTS	PARTS	869.15
00415066	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,122.99
00415098	WALNUT CREEK FORD	PARTS	648.79
00415100	WINTER CHEVROLET CO	PARTS	47.43
00415106	ANTIOCH ACE HARDWARE	SUPPLIES	0.54
00415131	FRED L CRABAUGH	PROFESSIONAL SERVICES	1,600.00
00415146	LIM AUTOMOTIVE SUPPLY INC	PARTS	605.12
00415155	OREILLY AUTO PARTS	PARTS	364.21
00415176	WALNUT CREEK FORD	PARTS	91.45
00949194	PETERSON TRACTOR CO	PARTS	287.19

573 Information Services Fund

Information Services

00415001	AT AND T MCI	PHONES	121.01
00415096	VERIZON WIRELESS	DATA USAGE	262.60

Network Support & PCs

00415001	AT AND T MCI	PHONES	81.40
00415020	COMCAST	CONNECTION SERVICES	180.89
00415119	COMCAST	CONNECTION SERVICES	316.80
00949200	CARTER, RONN	CAMERA OPERATOR	951.97
00949202	DIGITAL SERVICES	WEBSITE MAINTENANCE	8,230.00



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Telephone System

00415001	AT AND T MCI	PHONES	1,807.52
00415109	AT AND T MCI	PHONES	3,249.96

GIS Support Services

00415007	BORELLI, GINA	PROFESSIONAL SERVICES	17,511.00
00415058	MILIEU STUDIO LLC	PROFESSIONAL SERVICES	10,000.00
00949206	RED WING SHOE STORE	SAFETY SHOES- RONG, M	250.00

Office Equipment Replacement

00415104	AMS DOT NET INC	FIREWALL REPLACEMENT	1,958.57
00949190	COMPUTERLAND	SUPPLIES	3,781.51

611 Water Fund

Non departmental

00415037	FASTENAL CO	SUPPLIES	110.25
00415045	GEMPLER'S INC	SUPPLIES	345.06
00415115	BRADY INDUSTRIES	JANITORIAL SUPPLIES	2,914.77
00415123	CONTRA COSTA FIRE EQUIPMENT	FIRE EXTINGUISHERS	251.15
00415132	GEMPLER'S INC	SUPPLIES	270.97
00949192	GRAINGER INC	SUPPLIES	802.70

Water Supervision

00301551	JONES, TERESSA	SAME DAY FEE REFUND	154.00
00415135	HART, STEVEN D	BILLING ADJUSTMENT REFUND	5,640.12

Water Production

00415001	AT AND T MCI	PHONES	827.46
00415008	BORGES AND MAHONEY	PARTS	1,309.56
00415066	PACIFIC GAS AND ELECTRIC CO	GAS	188,923.48
00415073	REINHOLDT ENGINEERING CONSTR	PROFESSIONAL SERVICES	350.00
00415088	SWAN ANALYTICAL INSTRUMENTS USA INC	REPLACEMENT PARTS	1,673.85
00415105	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL	425.00
00415106	ANTIOCH ACE HARDWARE	SUPPLIES	85.58
00415109	AT AND T MCI	PHONES	94.71
00415126	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	2,136.96
00415140	JOHNSTON, COREY J	EXPENSE REIMBURSEMENT	239.00
00415150	MCMASTER CARR SUPPLY CO	PARTS	384.28
00415174	UNIVAR SOLUTIONS USA INC	CHEMICALS	47,244.84
00415175	VESTIS GROUP INC	WEEKLY SUPPLIES	325.02
00949192	GRAINGER INC	PARTS	748.19
00949201	CHEMTRADE CHEMICALS US LLC	CHEMICALS	7,396.48
00949203	EUROFINS EATON ANALYTICAL INC	LAB SERVICES	900.00

Water Distribution

00301402	COSTCO	ICE	198.59
00415001	AT AND T MCI	PHONES	31.42
00415010	BRANDON WRIGHT	PROFESSIONAL SERVICES	7,893.75
00415027	CREATIVE LOGO PRODUCTIONS	BRASS METER TAGS	4,088.19
00415042	FURBER SAW INC	TOOLS	1,323.41
00415043	G AND S PAVING	PAVE SERVICE CUTS	24,229.08
00415050	ISINGS CULLIGAN	WATER SERVICES	32.32
00415064	PACE SUPPLY CORP	PARTS	2,669.22
00415066	PACIFIC GAS AND ELECTRIC CO	GAS	3.92



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00415075	ROBERTS AND BRUNE CO	PARTS	1,152.38
00415084	STANDARD PLUMBING SUPPLY CO. INC.	PARTS	8.71
00415106	ANTIOCH ACE HARDWARE	SUPPLIES	95.93
00415112	BAY ALARM COMPANY	PROFESSIONAL SERVICES	605.31
00415117	C AND J FAVALORA TRUCKING INC	TRUCKING & RECYCLING SVC	4,800.00
00415153	NATIONAL TRENCH SAFETY, INC	RENTAL EQUIPMENT	786.60
00415154	OFFICE DEPOT INC	OFFICE SUPPLIES	7.08
00415156	PACE SUPPLY CORP	PARTS	7,632.88
00415166	ROBERTS AND BRUNE CO	PARTS	5,106.95
00415173	UNDERGROUND REPUBLIC WATER WORKS	SUPPLIES	1,170.13
00949193	INFOSEND INC	PRINT AND MAIL SERVICES	4,050.52
00949205	INFOSEND INC	PRINT AND MAIL SERVICES	80.85
Public Buildings & Facilities			
00415015	CDM SMITH INC	PROFESSIONAL SERVICES	48,030.50
00415172	THOMAS C. PAVLETIC	PROFESSIONAL SERVICES	6,120.00
00949189	CAROLLO ENGINEERS INC	PROFESSIONAL SERVICES	32,303.05
00949207	SHIMMICK CONSTRUCTION INC	PROGRESS PAYMENT #41	102,954.19
Water Systems			
00415075	ROBERTS AND BRUNE CO	PARTS	1,432.24
00415156	PACE SUPPLY CORP	METER BOX LID	35,977.15
621	Sewer Fund		
Swr-Wastewater Administration			
00415001	AT AND T MCI	PHONES	63.99
00415003	BAY CITIES PYROTECTOR	PROFESSIONAL SERVICES	535.00
00415010	BRANDON WRIGHT	PROFESSIONAL SERVICES	7,893.75
00415043	G AND S PAVING	VARIOUS ASPHALT	24,229.09
00415050	ISINGS CULLIGAN	WATER SERVICES	32.33
00415062	OFFICE DEPOT INC	OFFICE SUPPLIES	31.49
00415064	PACE SUPPLY CORP	PARTS	1,453.97
00415066	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,425.50
00415117	C AND J FAVALORA TRUCKING INC	TRUCKING & RECYCLING SVC	4,800.00
00415153	NATIONAL TRENCH SAFETY, INC	TRANSPORT SURCHARGE	4,162.80
00415154	OFFICE DEPOT INC	OFFICE SUPPLIES	7.07
00415166	ROBERTS AND BRUNE CO	PARTS	9,866.55
00949193	INFOSEND INC	MAIL SERVICES	4,050.51
00949204	GRAINGER INC	PARTS	122.45
00949205	INFOSEND INC	MAIL SERVICES	80.85
631	Marina Fund		
Marina Administration			
00414996	ALHAMBRA	SERVICE	79.94
00415066	PACIFIC GAS AND ELECTRIC CO	GAS	5,252.73



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 24, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Thomas Lloyd Smith, City Attorney [TLS](#)

SUBJECT: REJECTION OF CLAIM: CASSANDRA ROMO

RECOMMENDED ACTION

It is recommended that the City Council reject the claim submitted by Cassandra Romo.

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

ATTACHMENTS

None.



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

DATE: Regular Meeting of September 24, 2024

TO: Honorable Mayor and Members of the City Council and as the
Successor Agency to the Antioch Development Agency of the City
of Antioch

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

SUBJECT: Conflict of Interest Code for the City of Antioch and Successor
Agency to the Antioch Development Agency of the City of Antioch

RECOMMENDED ACTION

It is recommended that:

- 1) The City Council adopt a resolution approving the updated Conflict of Interest Code for the City of Antioch and authorizing the Acting City Manager to execute the attached Biennial Notice; and
- 2) The Successor Agency to the Antioch Development Agency of the City of Antioch adopt a resolution approving the updated Conflict of Interest Code for the Successor Agency to the Antioch Development Agency of the City of Antioch and authorizing the Acting City Manager to execute the attached Biennial Notice.

FISCAL IMPACT

No fiscal impact related to this item.

DISCUSSION

Pursuant to the Political Reform Act (Cal. Gov't Code sections 87100 *et. Seq.*), a conflict of interest code designates positions within an agency that make, or participate in making, governmental decisions that may have a material effect on the financial interest of the person holding such position. A conflict of interest code also indicates disclosure categories, which list the specific types of financial interests that must be disclosed annually by the designated official or employee.

City of Antioch

To comply with the Political Reform Act, the City is required to review the Conflict of Interest Code every two years to determine if amendments are necessary to include new positions, delete abolished positions, revise job titles or revise disclosure categories. Positions that still exist, even if they are currently vacant, frozen or unbudgeted are still shown. Attachment A, Exhibit 1, Appendix B “Designated Officials and Employees” shows proposed revisions to designated positions in redline format with explanatory notes in comment boxes in the right margin (the final adopted document will not have the redlines or comment boxes).

Successor Agency to the Antioch Development Agency of the City of Antioch

AB 1484 made Successor Agencies separate legal entities subject to the Political Reform Act. The City, as Successor Agency to the Antioch Development Agency, adopted its own Conflict of Interest Code in 2012. Attachment B, Exhibit 1, Appendix B shows proposed revisions to designated positions in redline format with explanatory notes in comment boxes in the right margins (the final adopted document will not have the redlines or comment boxes).

ATTACHMENTS

A. Resolution

- Exhibit 1 to Resolution – Conflict of Interest Code
 - Appendix A – Disclosure Categories
 - Appendix B – Designated Officials and Employees
- Exhibit 2 – Biennial Notice

B. Successor Agency to the Antioch Development Agency Resolution

- Exhibit 1 to Successor Agency Resolution – Conflict of Interest Code
 - Appendix A – Disclosure Categories
 - Appendix B – Designated Officials and Employees
- Exhibit 2 – Biennial Notice

RESOLUTION NO. 2024/***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ADOPTING AN UPDATED CONFLICT OF INTEREST CODE**

WHEREAS, pursuant to the Political Reform Act (Cal. Gov't Code section 87100, et. seq.), the City is required by October 1 of each even-numbered year to review and update its Conflict of Interest Code as necessary; and

WHEREAS, "Appendix B" of the Conflict of Interest Code may be updated by deleting positions that are no longer in existence, adding new positions, and updating job titles.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby adopts the updated City of Antioch Conflict of Interest Code attached as Exhibit 1, including Appendix A (Disclosure Categories) and Appendix B (Designated Officials and Employees), and incorporated herein by reference.

BE IT FURTHER RESOLVED that the Acting City Manager or designee is authorized to execute the Local Agency Biennial Notice as required by law.

* * * * *

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 24th day of September 2024, by the following vote:

AYES:

NOES:

ABSENT:

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

Conflict of Interest Code of the City of Antioch

The Political Reform Act (Government Code §§81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. §18730) which contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. Therefore, the terms of 2 California Code of Regulations §18730 and any amendments to it duly adopted by the Fair Political Commission along with the attached Appendix in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the conflict of interest code of the City of Antioch.

Individuals in designated positions shall file statements of economic interests with the City Clerk, which will make the statements available for public inspection and reproduction. (Government Code §81008.) Statements filed by all individuals in designated positions will be retained by the City Clerk.

APPENDIX "A"

DISCLOSURE CATEGORIES

#	Description
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- | | |
|---|---|
| 1 | <p><u>Investments, Interests in Real Property, Income/Business Positions, Gifts/Travel</u>
<i>(Positions with authority that affect city-wide, including real property;
Schedules A-1, A-2, B, C, D, E – if applicable)</i></p> <p>All financial investments in any business entity that is located in, doing business in, planning to do business in, or that has done business during the previous two years within the City of Antioch in which the filer, their spouse/registered domestic partner, or dependent children, had beneficial interest totaling \$2,000 or more at any time during the reporting period.</p> <p>All interests in real property (excluding primary residence), in whole or in part, located inside or within two miles outside of the jurisdiction boundaries of the City of Antioch, in which the filer, their spouse/registered domestic partner, or dependent children, had beneficial interest totaling \$2,000 or more during the reporting period.</p> <p>All sources of gross income (including any loans, or community property share) of \$500 or more during the reporting period received from, and any business positions held with, any business entity that is located in, doing business in, planning to do business in, or that has done business during the previous two years in the City of Antioch.</p> <p>All sources of gifts accepted of \$50 or more, travel payments, advances, and reimbursements for travel-related expenses, including lodging and meals. Travel payments are considered gifts if you did not provide services that were equal to or greater value than the amount received. Travel payments are considered income if you provided services that were equal to or greater value than the amount received.</p> |
| 2 | <p><u>Investments, Income/Business Positions, Gifts/Travel</u>
<i>(Positions with purchasing authority that affect city-wide, excluding real property;
Schedules A-1, A-2, C, D, E – if applicable)</i></p> <p>Financial investments in any business entity that provided services, supplies, materials, machinery, or equipment during the previous two years within the City of Antioch in which the filer, their spouse/registered domestic partner, or dependent children, had beneficial interest totaling \$2,000 or more at any time during the reporting period.</p> <p>Gross income (including any loans, or community property share) of \$500 or more during the reporting period received from, and any business positions held with, any business entity that provided services, supplies, materials, machinery, or equipment during the previous two years within the City of Antioch.</p> <p>Gifts accepted of \$50 or more, travel payments, advances, and reimbursements for travel-related expenses, including lodging and meals from any sources that provided services, supplies, materials, machinery, or equipment within the City of Antioch. Travel payments are considered gifts if you did not provide services that were equal to or greater value than the amount received. Travel payments are considered income if you provided services that were equal to or greater value than the amount received.</p> |

3 Investments, Income/Business Positions, Gifts/Travel

*(Positions with purchasing authority that affect department-wide only;
Schedules A-1, A-2, C, D, E – if applicable)*

Financial investments in any business entity that provided services, supplies, materials, machinery, or equipment during the previous two years within the designated position's department in which the filer, their spouse/registered domestic partner, or dependent children, had beneficial interest totaling \$2,000 or more at any time during the reporting period.

Gross income (including any loans, or community property share) of \$500 or more during the reporting period received from, and any business positions held with, any business entity that provided services, supplies, materials, machinery, or equipment during the previous two years within the designated position's department.

Gifts accepted of \$50 or more, travel payments, advances, and reimbursements for travel-related expenses, including lodging and meals from any business entity that provided services, supplies, materials, machinery, or equipment within the designated position's department. Travel payments are considered gifts if you did not provide services that were equal to or greater value than the amount received. Travel payments are considered income if you provided services that were equal to or greater value than the amount received.

4 Investments, Income/Business Positions, Gifts/Travel

*(Positions with regulatory, permit or licensing authority;
Schedules A-1, A-2, C, D, E – if applicable)*

Financial investments in any business entity subject to the City of Antioch's regulatory, permit, or licensing authority during the previous two years, in which the filer, their spouse/registered domestic partner, or dependent children, had beneficial interest totaling \$2,000 or more at any time during the reporting period.

Gross income (including any loans, or community property share) of \$500 or more during the reporting period received from, and any business positions held with, any business entity subject to the City of Antioch's regulatory, permit, or licensing authority during the previous two years.

Gifts accepted of \$50 or more, travel payments, advances, and reimbursements for travel-related expenses, including lodging and meals from any business entity subject to the City of Antioch's regulatory, permit, or licensing authority during the previous two years. Travel payments are considered gifts if you did not provide services that were equal to or greater value than the amount received. Travel payments are considered income if you provided services that were equal to or greater value than the amount received.

5 Interests in Real Property

*(Positions with authority affecting real property;
Schedule B – if applicable)*

All interests in real property (excluding primary residence), in whole or in part, located inside or within two miles outside of the jurisdiction boundaries of the City of Antioch, in which the filer, their spouse/registered domestic partner, or dependent children, had a beneficial interest totaling \$2,000 or more during the reporting period.

APPENDIX B – CONFLICT OF INTEREST CODE

CITY OF ANTIOCH: DESIGNATED OFFICIALS AND EMPLOYEES

The following officials and employees hold positions requiring full disclosure of interests, pursuant to California Government Code Section 87200 and shall file a Form 700:

Mayor and City Councilmembers
Planning Commissioners
City Treasurer
City Manager
City Attorney
Finance Director

The following officials, employees and consultants are in the following disclosure categories:

<u>POSITION</u>	<u>CATEGORY</u>
<u>Boards and Commissions</u>	
Board of Administrative Appeals	1
Building Board of Appeals	1
Economic Development Commissioners.....	1
Parks and Recreation Commissioners	1
Police Crime Prevention Commission	1
Antioch Police Oversight Commission.....	1
Sales Tax Citizens' Oversight Committee	1
<u>City Attorney's Office</u>	
City Attorney.....	1
Assistant City Attorney	1
Deputy City Attorney	1
Administrative Analyst.....	3
*Consultant.....	1
<u>City Clerk's Office</u>	
City Clerk.....	2
Assistant City Clerk.....	2
Deputy City Clerk	2
Administrative Analyst.....	3
<u>City Manager's Office</u>	
City Manager.....	1
Assistant City Manager	1
Principal Executive Assistant	3
Public Information Officer.....	2
*Consultant.....	1

Community Development Department

Community Development Director	1
Planning Manager	1
Planners – Assistant, Associate, Senior, and Principal	4, 5
Building Inspection Services Manager	3, 4, 5
Building Inspector.....	4, 5
Code Enforcement Manager	3, 4, 5
Code Enforcement/Asset Recovery Coordinator.....	4, 5
Code Enforcement Officer.....	4, 5
Administrative Analyst.....	3, 5
*Consultant.....	1

Economic Development Department

Economic Development Director	1
Economic Development Program Manager.....	1
*Consultant.....	1

Finance Department

Finance Director	1
Deputy Finance Director.....	1
Finance Services Supervisor.....	2
Buyer.....	2

Human Resources Department

Administrative Services Director	2
Human Resources Director	2
Risk Manager	2
Human Resources Analyst.....	2
Human Resources Specialist	3

Information Systems Department

Information Systems Director	2
Information Systems Project Manager	2
Information Systems Network Administrator	3

Parks and Recreation Department

Parks and Recreation Director	1
Recreation Services Manager.....	2
Recreation Supervisor.....	3, 5
Administrative Analyst.....	3

Police Department

Chief of Police	1
Police Captain	3
Police Lieutenant.....	5
Police Communications Supervisor.....	3
Police Records Supervisor	3
Animal Services Manager	2
Doctor of Veterinary Medicine	3

Administrative Analyst	3
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Public Safety and Community Resources Department

Public Safety and Community Resources Director	1
Public Safety and Community Resources Manager	1
Youth Services Network Manager	2
Youth Services Network Coordinator.....	1
Community Engagement Coordinator.....	2
Environmental Specialist.....	1
Housing Specialist	3
Administrative Analyst	3
*Consultant.....	1

Public Works Department

Public Works Director/City Engineer	1
Deputy Director of Public Works	1
Assistant City Engineer	1
Project Manager	1
Operations Supervisor.....	1
Water Treatment Plant Superintendent.....	1
Collection Systems Superintendent.....	1
Water Distribution Superintendent.....	1
Engineers - Assistant, Associate, Senior.....	4, 5
Senior Public Works Inspector	4, 5
Public Works Inspector.....	4, 5
Administrative Analyst	3

** Consultants are included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:*

The City Attorney may determine, in writing, that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in the City’s Conflict of Interest Code. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of the disclosure requirements. The City Attorney’s determination shall be a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code (Gov. Code Section 81008).

2024 Local Agency Biennial Notice

Name of Agency: City of Antioch
Mailing Address: 200 H Street, Antioch, CA 94509
Contact Person: City Attorney's Office Phone No. 925-779-7015
Email: cityattorney@antiochca.gov Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that *(check one BOX)*:

☒ **An amendment is required. The following amendments are necessary:**

(Check all that apply.)

- ☒ Include new positions
- ☒ Revise disclosure categories
- ☐ Revise the titles of existing positions
- ☒ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☐ Other *(describe)* _____

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2024**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

SA RESOLUTION NO. 2024/***

**RESOLUTION OF THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT
AGENCY OF THE CITY OF ANTIOCH
ADOPTING AN UPDATED CONFLICT OF INTEREST CODE**

WHEREAS, pursuant to the Political Reform Act (Cal. Gov't Code section 87100, et. seq.), the Successor Agency to the Antioch Development Agency of the City of Antioch is required by October 1 of each even-numbered year to review and update its Conflict of Interest Code as necessary; and

WHEREAS, "Appendix B" of the Conflict of Interest Code is proposed to be updated by deleting positions that are no longer in existence, adding new positions, and updating job titles.

NOW, THEREFORE, BE IT RESOLVED that the Successor Agency to the Antioch Development Agency of the City of Antioch hereby adopts the updated Successor Agency to the Antioch Development Agency of the City of Antioch Conflict of Interest Code attached as Exhibit 1, including Appendix A (Disclosure Categories) and Appendix B (Designated Officials and Employees), and incorporated herein by reference.

BE IT FURTHER RESOLVED that the City Manager or designee is authorized to execute the Local Agency Biennial Notice as required by law.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch as Successor Agency to the Antioch Development Agency at a regular meeting thereof, held on the 24th day of September 2024, by the following vote:

AYES:

NOES:

ABSENT:

**ELIZABETH HOUSEHOLDER
RECORDING SECRETARY**

**Conflict of Interest Code of the City of Antioch as Successor Agency
to the Antioch Development Agency**

The Political Reform Act (Government Code §§81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. §18730) which contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. Therefore, the terms of 2 California Code of Regulations §18730 and any amendments to it duly adopted by the Fair Political Commission along with the attached Appendix in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the conflict of interest code of the City of Antioch as Successor Agency to the Antioch Development Agency.

Individuals in designated positions shall file statements of economic interests with the City Clerk, which will make the statements available for public inspection and reproduction. (Government Code §81008.) Statements filed by all individuals in designated positions will be retained by the City Clerk.

APPENDIX "A"

DISCLOSURE CATEGORIES

#	Description
---	-------------

- | | |
|---|---|
| 1 | <p><u>Investments, Interests in Real Property, Income/Business Positions, Gifts/Travel</u>
<i>(Positions with authority that affect city-wide, including real property;
Schedules A-1, A-2, B, C, D, E – if applicable)</i></p> <p>All financial investments in any business entity that is located in, doing business in, planning to do business in, or that has done business during the previous two years within the City of Antioch in which the filer, their spouse/registered domestic partner, or dependent children, had beneficial interest totaling \$2,000 or more at any time during the reporting period.</p> <p>All interests in real property (excluding primary residence), in whole or in part, located inside or within two miles outside of the jurisdiction boundaries of the City of Antioch, in which the filer, their spouse/registered domestic partner, or dependent children, had beneficial interest totaling \$2,000 or more during the reporting period.</p> <p>All sources of gross income (including any loans, or community property share) of \$500 or more during the reporting period received from, and any business positions held with, any business entity that is located in, doing business in, planning to do business in, or that has done business during the previous two years in the City of Antioch.</p> <p>All sources of gifts accepted of \$50 or more, travel payments, advances, and reimbursements for travel-related expenses, including lodging and meals. Travel payments are considered gifts if you did not provide services that were equal to or greater value than the amount received. Travel payments are considered income if you provided services that were equal to or greater value than the amount received.</p> |
| 2 | <p><u>Investments, Income/Business Positions, Gifts/Travel</u>
<i>(Positions with purchasing authority that affect city-wide, excluding real property;
Schedules A-1, A-2, C, D, E – if applicable)</i></p> <p>Financial investments in any business entity that provided services, supplies, materials, machinery, or equipment during the previous two years within the City of Antioch in which the filer, their spouse/registered domestic partner, or dependent children, had beneficial interest totaling \$2,000 or more at any time during the reporting period.</p> <p>Gross income (including any loans, or community property share) of \$500 or more during the reporting period received from, and any business positions held with, any business entity that provided services, supplies, materials, machinery, or equipment during the previous two years within the City of Antioch.</p> <p>Gifts accepted of \$50 or more, travel payments, advances, and reimbursements for travel-related expenses, including lodging and meals from any sources that provided services, supplies, materials, machinery, or equipment within the City of Antioch. Travel payments are considered gifts if you did not provide services that were equal to or greater value than the amount received. Travel payments are considered income if you provided services that were equal to or greater value than the amount received.</p> |

3 Investments, Income/Business Positions, Gifts/Travel

*(Positions with purchasing authority that affect department-wide only;
Schedules A-1, A-2, C, D, E – if applicable)*

Financial investments in any business entity that provided services, supplies, materials, machinery, or equipment during the previous two years within the designated position's department in which the filer, their spouse/registered domestic partner, or dependent children, had beneficial interest totaling \$2,000 or more at any time during the reporting period.

Gross income (including any loans, or community property share) of \$500 or more during the reporting period received from, and any business positions held with, any business entity that provided services, supplies, materials, machinery, or equipment during the previous two years within the designated position's department.

Gifts accepted of \$50 or more, travel payments, advances, and reimbursements for travel-related expenses, including lodging and meals from any business entity that provided services, supplies, materials, machinery, or equipment within the designated position's department. Travel payments are considered gifts if you did not provide services that were equal to or greater value than the amount received. Travel payments are considered income if you provided services that were equal to or greater value than the amount received.

4 Investments, Income/Business Positions, Gifts/Travel

*(Positions with regulatory, permit or licensing authority;
Schedules A-1, A-2, C, D, E – if applicable)*

Financial investments in any business entity subject to the City of Antioch's regulatory, permit, or licensing authority during the previous two years, in which the filer, their spouse/registered domestic partner, or dependent children, had beneficial interest totaling \$2,000 or more at any time during the reporting period.

Gross income (including any loans, or community property share) of \$500 or more during the reporting period received from, and any business positions held with, any business entity subject to the City of Antioch's regulatory, permit, or licensing authority during the previous two years.

Gifts accepted of \$50 or more, travel payments, advances, and reimbursements for travel-related expenses, including lodging and meals from any business entity subject to the City of Antioch's regulatory, permit, or licensing authority during the previous two years. Travel payments are considered gifts if you did not provide services that were equal to or greater value than the amount received. Travel payments are considered income if you provided services that were equal to or greater value than the amount received.

5 Interests in Real Property

*(Positions with authority affecting real property;
Schedule B – if applicable)*

All interests in real property (excluding primary residence), in whole or in part, located inside or within two miles outside of the jurisdiction boundaries of the City of Antioch, in which the filer, their spouse/registered domestic partner, or dependent children, had a beneficial interest totaling \$2,000 or more during the reporting period.

APPENDIX B – CONFLICT OF INTEREST CODE

SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY: DESIGNATED OFFICIALS AND EMPLOYEES

The following officials and employees hold positions requiring full disclosure of interests, pursuant to California Government Code Section 87200 and shall file a Form 700:

City Council Members serving as Members of the Successor Agency to the Antioch Development Agency
City Treasurer
City Manager
City Attorney
Finance Director

The following officials, employees and consultants are in the following disclosure categories:

<u>POSITION</u>	<u>CATEGORY</u>
------------------------	------------------------

City Attorney's Office

City Attorney.....	1
Assistant City Attorney	1
Deputy City Attorney	1

City Clerk/Recording Secretary's Office

City Clerk/Recording Secretary	2
Assistant City Clerk/Assistant Recording Secretary.....	2
Deputy City Clerk/Deputy Recording Secretary	2
Administrative Analyst	3

City Manager's Office

City Manager	1
Assistant City Manager	1

Economic Development Department

Economic Development Director	1
-------------------------------------	---

Community Development Department

Community Development Director	1
Planning Manager	1
Building Inspection Services Manager	1
Administrative Analyst	3

Finance Department

Finance Director	1
Deputy Finance Director.....	1

** Consultants are included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:*

The City Attorney may determine, in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in the City’s Conflict of Interest Code. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of the disclosure requirements. The City Attorney’s determination shall be a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code (Gov. Code Section 81008).

2024 Local Agency Biennial Notice

Name of Agency: City of Antioch
Mailing Address: 200 H Street, Antioch, CA 94509
Contact Person: City Attorney's Office Phone No. 925-779-7015
Email: cityattorney@antiochca.gov Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

☒ **An amendment is required. The following amendments are necessary:**

(*Check all that apply.*)

- ☒ Include new positions
- ☒ Revise disclosure categories
- ☐ Revise the titles of existing positions
- ☒ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☐ Other (*describe*) _____

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2024**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 24, 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: Acceptance of Work and Notice of Completion for the Neighborhood Traffic Calming Project; P.W. 282-19A

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution accepting work and authorizing the Acting City Manager or designee to file a Notice of Completion for the Neighborhood Traffic Calming Project.

FISCAL IMPACT

Funds were budgeted from the Measure J Fund for a project budget that includes project design, construction engineering and management, inspection, testing and contract administration of the Neighborhood Traffic Calming Project ("Project").

The final project cost of the contract is \$395,789.50.

DISCUSSION

On April 25, 2023, the City Council awarded an agreement to Consolidated Engineering Inc. for the Project. The Project included installation of eighteen (18) speed humps and proper signage/stripping in various locations within the City of Antioch and installation of a raised crosswalk on 2nd St. Additional work included excavation, asphalt rehabilitation, striping and signage installation. The locations and work are as follows:

- Tulip Dr (between W. Eighteenth St. and Aster Dr.) – one (1) Speed Hump
- Gentrytown Dr. (between Jefferson Way and Meredith Way) – four (4) Speed Humps
- Longview Rd. (between Tanganyika Ct. and G St.) – two (2) Speed Humps
- Clearbrook Rd (between Clayburn Rd. and Lone Tree Way) – one (1) Speed Hump
- Garrow Dr. (between Lindley Dr. and Brennan Ct.) – two (2) Speed Humps
- Asilomar Dr. (between Eagleridge Dr. and Pronghorn Way) – two (2) Speed Humps
- Prewett Ranch Dr. (between Hillcrest Ave. and Trailridge Ct.) – four (4) Speed Humps
- Country Hills Dr. (between Montara Dr. and Deerfield Dr.) – one (1) Speed Hump

- Deerfield Dr. (between Elkhorn Way and Fawnhill Way) – one (1) Speed Hump
- 2nd St. (between I St. and G St.) – one (1) Speed Hump Table

On September 10, 2024, the City Council approved the amendment to the construction agreement in the amount of \$17,839.50 for a total contract amount of \$395,789.50 to include additional asphalt concrete repair and replacement over adjacent areas outside the limits of work to ensure a seamless transition from existing to new asphalt. Additional striping and signage installation was also necessary to complete this transition.

All work on this project was completed at a final contract price of \$395,789.50.

ATTACHMENTS

- A. Resolution
- B. Notice of Completion
- C. Photos of Work

ATTACHMENT "A"

RESOLUTION NO. 2024/xxx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE ACTING CITY MANAGER TO FILE A NOTICE OF
COMPLETION FOR THE NEIGHBORHOOD TRAFFIC CALMING PROJECT
P.W. 282-19A**

WHEREAS, the Neighborhood Traffic Calming Project ("Project") was published and advertised in the East Bay Times on March 31, 2023 and April 3, 2023 and a Notice to Contractors was sent to the construction trade journals;

WHEREAS, the Project bids were publicly opened and read on May 2, 2023, and two (2) bids were received for the Project;

WHEREAS, the lowest responsive and responsible bid was submitted by Consolidated Engineering Inc;

WHEREAS, on May 23, 2023, Consolidated Engineering Inc. was awarded a construction agreement to perform work associated with the Project;

WHEREAS, on September 10, 2024, the City Council approved an amendment to increase the construction agreement with Consolidated Engineering Inc. for the Project in the amount of \$17,839.50 for a total contract amount of \$395,789.50;

WHEREAS, the City Council has considered accepting work and authorizing the Acting City Manager or designee to file a Notice of Completion for the Project; and

WHEREAS, all work on the Project was completed at a final contract price of \$395,789.50 in accordance with plans and specifications referred to therein.

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

1. Determines that the work on the Neighborhood Traffic Calming Project has been completed and accepts the work; and
2. Authorizes the Acting City Manager or designee to execute and file for record with the County Recorder, County of Contra Costa, a Notice of Completion for the project.

* * * * *

RESOLUTION NO. 2024/***

September 24, 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 24th day of September 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"

RECORDED AT THE REQUEST OF:
CITY OF ANTIOCH, CA

WHEN RECORDED MAIL TO:
CITY OF ANTIOCH
CAPITAL IMPROVEMENTS DIVISION
P.O. BOX 5007
ANTIOCH, CA 94531
(925) 779-7050

THIS SPACE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION FOR THE NEIGHBORHOOD TRAFFIC CALMING PROJECT P.W. 282-19A

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 on August 14, 2024, the work and improvements hereinafter described, the contract for which was entered into by and between the City of Antioch and Consolidated Engineering, Inc. was completed.
5. The surety for said project was Old Republic Surety Company.
6. This project entailed speed hump and speed table installations at various locations (See Exhibit "A") within the City of Antioch.

**THE UNDERSIGNED STATES UNDER PENALTY OF
PERJURY THAT THE ABOVE IS TRUE AND CORRECT**

Date

Scott Buenting, P.E.
Acting Public Works Director/City Engineer
City of Antioch

EXHIBIT "A"
LIST OF SPEED HUMP LOCATIONS
P.W. 282-19A

- Tulip Dr
 - (1) Speed Hump
- Gentrytown Dr
 - (4) Speed Humps
- Longview Rd
 - (2) Speed Humps
- Clearbrook Rd
 - (1) Speed Hump
- Garrow Dr
 - (2) Speed Humps
- Asilomar Dr
 - (2) Speed Humps
- Prewett Ranch Dr
 - (4) Speed Hump
- Country Hills Dr
 - (1) Speed Hump
- Deerfield Dr
 - (1) Speed Hump
- 2nd St
 - (1) Speed Hump Table

ATTACHMENT "C"

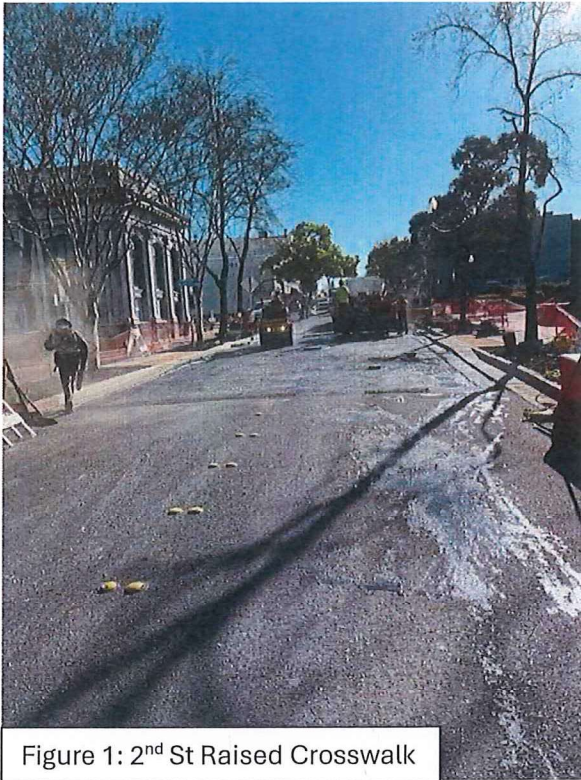


Figure 1: 2nd St Raised Crosswalk



Figure 2: 2nd St Raised Crosswalk



Figure 3: 2nd St Raised Crosswalk



Figure 4: Garrow Dr Speed Hump Example

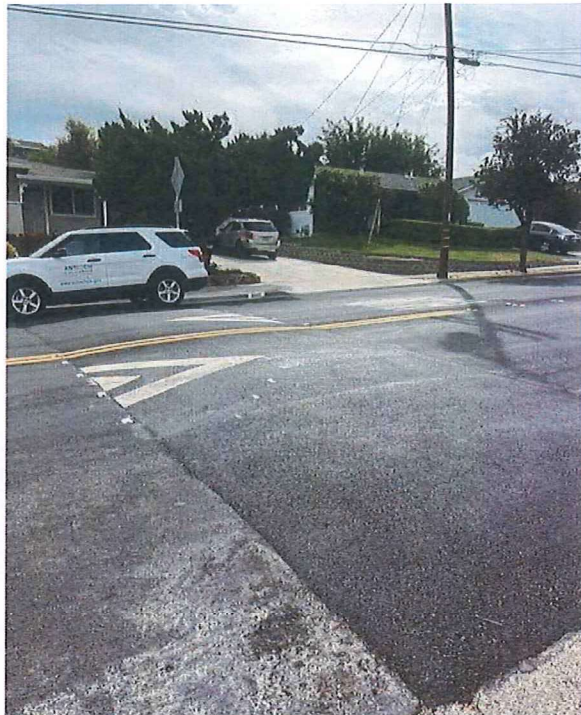


Figure 5: Garrow Dr Speed Hump Example



Figure 6: Longview Rd Speed Hump Example

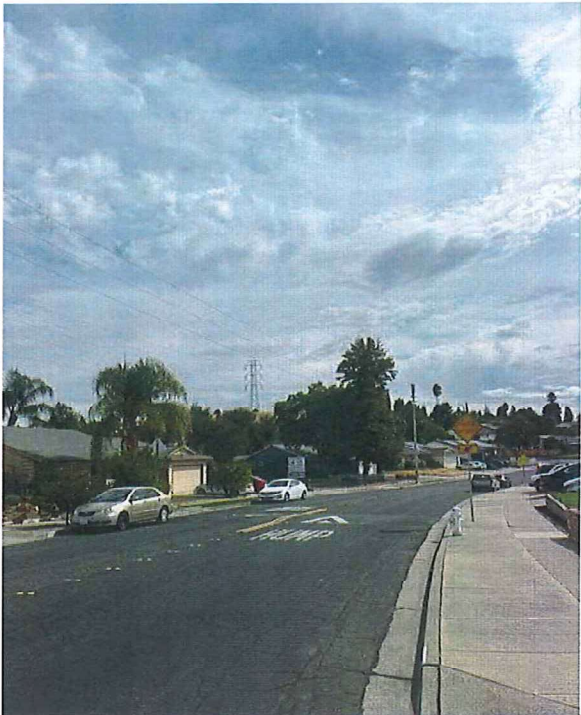


Figure 7: Longview Rd Speed Hump Example


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 24, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Brandon Peters, GIS Coordinator

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

SUBJECT: Ratification of the Azteca Systems, LLC agreement (Attachment C) approving a term from June 30, 2021 to June 29, 2025 and a total not to exceed amount of \$310,250

RECOMMENDED ACTION

It is recommended that the City Council ratify the Azteca Systems, LLC agreement (Attachment C) approving a term from June 30, 2021 to June 29, 2025 and a total not to exceed amount of \$310,250, which amends the prior approval provided in Resolution No. 2021/65 by increasing the amount of the authorization by \$96,500 for an additional year of services.

FISCAL IMPACT

Ratifying the Azteca Systems, LLC (Azteca) agreement (Attachment C) approving a term from June 30, 2021 to June 29, 2025 and a total not to exceed amount of \$310,250 amends the prior approval provided in Resolution No. 2021/65 by increasing the amount of the authorization by \$96,500 for an additional year of services. Funding for this action is included in the approved fiscal year 2024/25 budget from the Water and Sewer Enterprise funds.

DISCUSSION

The CityWorks program, a leading provider of cloud-based technology and GIS asset management solutions, enables tracking and managing of asset activities, such as work orders, resource scheduling, preventative maintenance tasks, capital planning/budgeting, inventory management, etc. CityWorks enables greater accessibility to infrastructure history, more efficient reporting, and provides key infrastructure information to Public Works personnel with the aim of increasing the efficiency of maintenance management and operations, so cities can save time and money.

The City uses CityWorks to manage infrastructure, prioritize maintenance operations, and meet organizational objectives by mapping, analyzing, and visualizing assets. These are critical functions that require coordinated efforts among City staff. CityWorks is a

distinguished and long-time GIS mapping partner, which provides staff with a seamless integration to the City's GIS. Together, these systems provide Public Works with critical location and condition information to service our residents.

On October 29, 2020, staff submitted a Request for Qualifications (RFQ) for an Enterprise Asset Management System. On November 20, 2020, staff received ten proposals and found Azteca to be the most qualified.

On April 13, 2021, City Council adopted Resolution No. 2021/65 awarding, approving and authorizing the City to enter into an agreement with Azteca (now "Trimble") for the CityWorks program. The agreement needs to be ratified because Resolution No. 2021/65 contained an incorrect contract term and dollar amount for the agreement. Resolution No. 2021/65 contains a three-year contract term, from May 1, 2021 through May 1, 2024, and a total not to exceed amount of \$213,750 which is incorrect. Resolution No. 2021/65 should have requested a four-year term (June 30, 2021 to June 29, 2025) for the agreement with Azteca ("Trimble") and a total not to exceed amount of \$310,250.

ATTACHMENTS

- A. Resolution
- B. Resolution 2021/65
- C. Azteca Systems, LLC Signed Agreement (2021)

ATTACHMENT "A"

RESOLUTION NO. 2024/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
RATIFYING THE AZTECA SYSTEMS, LLC AGREEMENT
APPROVING A TERM FROM JUNE 30, 2021 TO JUNE 29, 2025 AND
A TOTAL NOT TO EXCEED AMOUNT OF \$310,250**

WHEREAS, the CityWorks program, a leading provider of cloud-based technology and GIS asset management solutions, enables tracking and managing of asset activities, such as work orders, resource scheduling, preventative maintenance tasks, capital planning/budgeting, inventory management, etc.;

WHEREAS, CityWorks enables greater accessibility to infrastructure history, more efficient reporting, and provides key infrastructure information to Public Works personnel;

WHEREAS, the City uses CityWorks to manage infrastructure, prioritize maintenance operations, and meet organizational objectives by mapping, analyzing, and visualizing assets;

WHEREAS, CityWorks is a distinguished and long-time GIS mapping partner, which provides staff with a seamless integration to the City's GIS;

WHEREAS, a Request for Proposals for the development and implementation of a Mapcentric Enterprise Asset Management System was published on the City's website and sent to prospective vendors through a Plan Room on October 29, 2020;

WHEREAS, staff received ten proposals with Azteca Systems, LLC now known as Trimble, as the most qualified;

WHEREAS, the City entered into an agreement with Azteca Systems, LLC now known as Trimble, for the CityWorks program for a four-year term with the signed agreement set to expire June 29, 2025;

WHEREAS, Resolution No. 2021/65, contains a term of three (3) years and total agreement amount of \$213, 750, which was an incorrect term and an insufficient amount of funding for the contract; and

WHEREAS, the City Council has considered ratifying the Azteca Systems, LLC agreement approving a term from June 30, 2021 to June 29, 2025 and for a total not to exceed amount \$310,250.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby ratifies the Azteca Systems, LLC agreement approving a term from June 30, 2021 to June 29, 2025 and a total not to exceed amount of \$310,250, which amends the prior approval provided in Resolution No. 2021/65 by increasing the amount of the authorization by \$96,500 for an additional year of services.

* * * * *

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 24th day of September 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT "B"

RESOLUTION NO. 2021/65

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AWARDING AGREEMENTS TO AZTECA SYSTEMS, LLC, ("CITYWORKS") FOR
SOFTWARE LICENSING FOR A NEW MAPCENTRIC ENTERPRISE-LEVEL
COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM AND TO TIMMONS
GROUP FOR IMPLEMENTATION**

WHEREAS, a Request for Proposals for the development and implementation of a Mapcentric Enterprise Asset Management System was published on the City's website and sent to prospective vendors through Plan Room on October 29, 2020;

WHEREAS, on November 20, 2020, ten (10) proposals were received for a new system and scored by Public Works Management staff based on the vendor qualifications to provide a system which improves efficiency, service delivery and reporting;

WHEREAS, Cityworks and Timmons Group were deemed the best proposal based on a scoring criterion, and offered the City the best service value for a total amount not to exceed \$496,469; and

WHEREAS, Cityworks is a leading provider of cloud-based, GIS asset management solutions and an expert in software licensing and Timmons Group partners with Cityworks to provide system planning, design, etc., and implementation services.

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

1. Awards the Agreements with Aztec Systems, LLC ("Cityworks") for software licensing of a new Mapcentric Enterprise-level Computerized Maintenance Management System to replace Central Square and Timmons Group, for implementation of the new system;
2. Approves the Agreements with Cityworks for a term of three (3) years, from May 1, 2021 to May 1, 2024, for a not to exceed amount of \$213,750 and with Timmons Group for a term of two (2) years, from May 1, 2021 to May 1, 2023, for a not to exceed amount of \$282,719; and
3. Authorizes the City Manager to execute the Agreements in a form approved by the City Attorney.

* * * * *

RESOLUTION NO. 2021/65

April 13, 2021

Page 2

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 13th day of April 2021, by the following vote:

AYES: Council Members Barbanica, Ogorchock, Wilson and Mayor Thorpe

NOES: None

ABSTAIN: Council Member Torres-Walker

ABSENT: None


ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT B – BID SUBMISSION/STATEMENT OF WORK/SCHEDULE/PAYMENT

Purpose

The purpose of this SOW is to define the work to be performed by Timmons Group for the City of Antioch, CA (City) to implement Cityworks Server (Azteca Systems, Inc.) Asset Management System (AMS), a robust asset management system that will replace disparate tools currently used for asset management and service requests. The new system will also integrate with existing, GIS, and other critical business systems using a single integrated asset management solution.

Brief Summary of SOW: Not to Exceed (NTE)

Term:	05/01/2021 – 05/01/2024
Total Cost:	NTE \$496,469.00 for Implementation & Software <ul style="list-style-type: none"> Professional Services (Implementation – Timmons Group) <ul style="list-style-type: none"> Year #1 = \$160,212.00 Year # 2 = \$122,507.00 Software (Cityworks) <ul style="list-style-type: none"> Year #1 = \$60,000.00 Year # 2 = \$71,250.00 Year # 3 = \$82,500.00
Payment:	Monthly Percent Complete Implementation. NET 30
Brief Description:	<ul style="list-style-type: none"> Timmons Group will implement & configure, provide training, organizational change, and project management, integration, and limited Ad-hoc support for the Cityworks Server Asset Management System. Cityworks (Azteca) will provide Cityworks software (see Quote 11819-4 attached as Attachment C)

Background

Timmons Group was selected from among multiple respondents after an extensive Request for Proposal (for The Development of a Mapcentric Enterprise Asset Management System) process which included careful evaluation of submitted proposals (Tier One) and product demonstrations (Tier Two). Finally, several deliberations were conducted, and numerous references were contacted before ultimately deciding on this vendor.

Specifications

Provide a turnkey solution that will replace disparate aging systems with a single robust, integrated solution that will:

- Ingest existing data of various types and sources
- Integrate with remaining systems:
 - Esri ArcGIS
 - SeeClickFix
- Migrate existing data and provide records conversion
- Assistance with or lead organizational change with regards to implementation of the new system
- Provide training as per approved training plan
- Provide post go-live Ad-hoc support, if needed

Key Functional Objectives include

1. Cataloging new assets with the correct attributes and relationships
2. Track labor, equipment and material expenditures against work orders, assets and project
3. Establishing maintenance plans
4. Inspections
5. Projecting maintenance activities based on level of service or prioritization
6. Developing and maintaining the annual work program.
7. Developing work orders from work program line items and service requests
8. Grouping work orders into projects so that expenditures can be tracked
9. Managing backlogs of unfunded work
10. Addressing service requests
11. Maintaining storeroom inventories for materials, parts, tools, and equipment
12. Scheduling equipment, tools, and work crews
13. Monitoring and auditing maintenance and repair work
14. Analyzing asset performance and expenditures
15. Reporting on planned and completed work over multiple time frames

Mobile/Field Access Objectives include:

1. Native iOS/Android application to perform request tracking, work and inventory assets in the field
2. Mobile application must be able to create and complete work, enter resources, create assets and edit existing assets and attributes
3. Offline capability for iOS/Android application
4. Ability to configure data in the application
5. Ability to use a variety of base maps

Vendor Deliverables (as summarized from the attached Timmons Proposal)

1. Project Collaboration Portal
2. Project Management Plan
3. Communication Plan
4. Formal monthly Project Status Reports
5. Current Environment Impact Webinar
6. Core System Plan (for hardware, software, network config.)
7. Core Systems Technical Memo for GIS
8. Configuration Document
9. Core Cityworks Server AMS software installation in DEV and Certification installation (partial config.)
10. Project Presentation and Meeting Minutes
11. Requirements Elicitation Workshop Meeting Minutes
12. Fit Analysis
13. System Design and Configuration (SD&C) Plan Drafts
14. Updated Cityworks Configuration Document
15. Updated SD&C Plan
16. Configured Cityworks Software deployed in test environment
17. To-be Workflow Diagrams
18. Application Design Documents
19. Configure integration to ESRI
20. Tested Interfaces
21. Modification and Development of Reports/Dashboards

22. Configuration Review Meeting Minutes
23. Orientation Workshop
24. Database Crosswalk Schema Document
25. Conversion of Legacy Data
26. Cityworks Configuration Files
27. User Acceptance Testing Plan (drafts and final)
28. Addressing of Functional Requirements not met per UAT
29. Training Plan and Documentation
30. Administrator Training (24 hrs.)
31. End-user Training (40 hrs.)
32. User Acceptance Testing Results & Remediation
33. Volume/Stress Testing Report
34. All Project Documentation developed to date
35. Last minute Configuration and Documents modifications
36. Go-Live & Stabilization Plan
37. End-user Manual
38. Configured Licenses for Cityworks Software in Production
39. Twenty-four (24) hours of On-Site coaching as part of Go-Live Support

City of Antioch (City) Deliverables

1. Current Assets Database
2. GIS Data
3. User List
4. User availability for training/testing
5. Training Calendar
6. Training facilities – if onsite (following current City Covid-19 protocols)
7. Vendor accounts and access to relative environments
8. Associated/required hardware (virtual servers, mobile devices)
9. Third-party licensing (i.e. ESRI, etc.)

Deliverables Management Plan

Project team members and key stakeholders (including contractors) will agree in Attachment B (Statement of Work (SOW)) on contract deliverable acceptance criteria. When required by the contract, a deliverable will start with the expectations and/or solution requirements as outlined in Attachment B and end with an approval.

Deliverable Review Process

1. The deliverable owner will submit a Deliverable Expectation Document (DED) or similar documentation to the City PM.
2. The City PM will distribute the DED (or similar document) to the Project Delivery Team (PDT) via email or MS Teams project group and provide the deliverable acceptance deadline.
3. The PDT members will review the document, solicit feedback from subject matter experts (if needed) and provide recommendations or an approval within the agreed upon acceptance period with the deliverable owner.
4. The project sponsor(s) has/have ultimate approval authority.
5. Once the final decision is made, the City PM will notify the document owner or contractor PM of the decision.

- a. If the document is accepted and owned by a contractor, the contractor can submit invoices tied to the deliverable.
- b. If the document is not approved and recommendations are suggested, then the City PM will work with the document owner or contractor PM to resolve the recommendations and re-submit the document.

Hardware, Software, and/or Storage Design, Installation, and/or Consulting

1. Services include installation and configuration of the Cityworks Server AMS software and licensing. Associated design, analysis, testing and other pertinent documentation and project aspects are listed above as deliverables. Please see the attached **Timmons Proposal** (Attachment B) for further clarification.

Project Management (as summarized from the attached Timmons Proposal)

1. The Timmons Group Project Manager will draft and deliver a Project Management Plan (Implementation Plan) for an initial review by City Project Manager and key staff, as deemed appropriate.
2. The draft plan will be provided in advance of the project kickoff meeting.
3. The Project Management/Implementation Plan is a dynamic (living) document that will be managed over the life of the implementation project, approximately 18 months.
4. The Timmons Group Project Manager will provide formal monthly Project Status Reports to the City PM. These reports will be incorporated into the City PM's weekly status reports.
5. A Project Collaboration Portal will be setup for the duration of the project and for support after Go-live.

Timeline

A proposed timeline (18 months) provided by Timmons Group is shown below. The timeline may shift based upon the actual project start date.

Task Name	Duration
Project Management	455 days
NTP	1 day
Implementation Planning - pre kickoff	30 days
Install Cityworks Server (Development)	2 days
Year #1	
Formal on-site project kick-off	1 day
Cityworks Workshops	20 days
SD&C Plan	30 days
Cityworks AMS Configuration	60 days
Configuration Review Meetings	30 days
Configuration edits	30 days
Integrations (Esri)	5 days
Data Migration/Conversion	30 days
Develop Testing & Acceptance Plan	30 days
Report Development	30 days
UAT	30 days
UAT edits	15 days
Onsite Training	20 days
Final Product Configuration	5 days

Go Live	5 days
Year #2	
Cityworks Workshops	10 days
SD&C Plan	20 days
Cityworks AMS Configuration	60 days
Configuration Review Meetings	20 days
Configuration edits	20 days
Report Development	30 days
Integrations (SeeClickFix)	30 days
UAT	30 days
UAT edits	15 days
Onsite Training	20 days
Final Product Configuration	5 days
Go Live	5 days

Scheduling assumptions

1. City will review and comment on all documentation within 10 business days or a mutually agreed upon timeframe.
2. City will provide data as identified in the Configuration Document and supporting spreadsheets.
3. City will provide to Timmons Group an updated geodatabase of all assets covered within the scope of this project.
4. City will have a development environment ready to install Cityworks when required.
5. City will ensure attendance by staff to review meetings and other important time-bound events.
6. City will ensure that software, hardware, and network connectivity meet the Cityworks implementation specifications on the client side, as specified in the Core System Design Plan.
7. City IT staff will be available to assist the Timmons Group implementation team during the Cityworks installation.
8. City will have existing systems prepared for integration
9. City will be prepared to work through the Testing and Acceptance Plan and complete within a thirty (30) day period.

Implementation Process (as summarized from the attached Timmons Proposal)

The Timmons Group implementation team will hold a series of workshops and meetings throughout the duration of the project. Using information gathered from these events, the Timmons Group will create a Project Plan, System Design & Configuration Plan, Testing & Acceptance Plan, Training Plan, and Go-Live & Stabilization Plan. Pursuant to these plans the Timmons Group will complete implementation of the Cityworks Server AMS with assistance, input, and when necessary, approval from the City project team.

Requirements for the Solution

Requirement	Acceptance criteria
Log In	How an actor logs in and what the system looks like for each user group and application
	Role-based access assures correct security

Requirement	Acceptance criteria
Find Something	<p>How an actor searches for something and what the system displays, based on the actor's role, user group, the application they're using, and the state of the thing they're searching for. Finding things can include:</p> <ul style="list-style-type: none"> • assets • GIS objects (addresses, roads, etc.) • people • service requests • maintenance schedules • inspections • inventories and inventory items • work orders • reports
Add an Attachment	<p>How an actor adds an attachment, specifies and modifies attachment attributes, removes an attachment. How the system responds when the actor is offline</p> <p>Attachments may be added to Assets, Work Orders, Inspections, or Service Requests</p>
Use a Map	<p>How an actor interacts with a map</p> <p>NOTE: This use case is limited to map functionality - the ability to navigate, specify layers, etc.</p> <p>When a map is used as a pre-condition of another use case, it will be called out in that goal</p> <p><i>For example: Use a map to navigate to a location, turn on the road segments layer, and select a segment. This becomes a precondition for finding all open work orders associated with that road segment</i></p>
Export Something	<p>How an actor exports something so that it can be transferred to another system or to an external entity</p> <p>This could be assets, work orders, inspection results, timecards, reports, materials, etc. Formats could include XLS, CSV, etc.</p>
Relate Things	<p>How an actor relates entities as peers or in parent- child relationships</p> <p>This could be assets, work orders, inventory items, etc.</p>

Requirement	Acceptance criteria
Create an Asset	How an actor selects and specifies the minimum information (required fields) to create an asset <ul style="list-style-type: none"> • use to test duplicating (cloning) assets • use to test creating assets by importing data (spreadsheet, for example, or integration with another system)
Modify an Asset	How an actor modifies the information in an asset. <ul style="list-style-type: none"> • use to test optional fields • use to test who may modify an asset and when, based on the state of the asset and the rights that the actor has
Analyze Assets	How an actor specifies parameters for scenarios so that the system can perform a variety of what-if analyses. NOTE: There are separate use cases for reports
Create a Work Order	How an actor specifies and selects the minimum information (required fields) to create and submit a work order Remember that a work order may be created by the system, based on the disposition of a service request or the maintenance schedule of an asset
Modify a Work Order	How an actor modifies a work order <ul style="list-style-type: none"> • use to test optional fields • use to test who may modify a work order and when, based on the state of the work order and the rights that the actor has
Inspect an Asset	How the actor records information related to an inspection
Request Service	How an actor selects and specifies the minimum information (required fields) to create and submit a new Service Request
Modify a Service Request	How an actor modifies a Service Request <ul style="list-style-type: none"> • use to test optional fields • use to test who may modify a Service Request and when, based on the state of the Service Request and the rights that the actor has
View a Report	How an actor selects and uses a pre-defined report. Includes specifying report criteria such as filters, date ranges, etc.
Create a Report	How an actor specifies criteria for a new report, including fields to include, business rules (the "where clause"), sorting, grouping, summarizations, visualizations (graphs, charts, etc.), formatting and output formats (PDF, XLS, etc.)

Requirement	Acceptance criteria
Schedule Work	How an actor schedules work <ul style="list-style-type: none"> • use to test calendars and business rules about when work may/may not be scheduled, attributes of crews and members being assigned to work (out-of-class, over-time, off-schedule, etc.)
Record Time	How an actor records the time spent and the authority, skills, or role(s) associated with the time.
Create an Inventory	How an actor specifies and selects the minimum information required to create an inventory location
Create an Inventory Item	How an actor specifies and selects the information required to create an inventory item. Inventory items include: <ul style="list-style-type: none"> • materials • parts • equipment • tools
Add/Remove an Inventory Item	How inventory items are added to or removed from an inventory by a person, or by the system when updating a work order
Configure System	How an actor maintains the system <p>Includes maintaining master data (such as asset classes) as well as items such as:</p> <ul style="list-style-type: none"> • forms customization, including definition of required/optional fields • selection lists • workflows • templates • PM procedures • hierarchies • workers • calendars
Maintain a User	How an Actor maintains users and user roles

Location of Work

Implementation will be a combination of virtual/remote work and on-site visits when necessary and appropriate. Timmons Group will establish a collaboration portal for the duration of the project. On-site visits will adhere to the City's current COVID-19 restrictions and protocols.

Cost & Payment

This procurement shall not exceed the total cost stated in this SOW (\$496,469.00) for the implementation (analysis, documentation, installation, configuration, integration, training, and software, etc.) of this procurement. Please see the attached

Attachment B = Timmons Separate Fee Proposal for further details.

Attachment C = Cityworks Quote Q-11819-4 for further details.

Timmons Group will submit percent complete monthly invoices for payment following notification of acceptance as determined by the City's PM. City will pay acceptable invoices within 30 days of receipt. Payment will be made through check or electronic funds transfer.

Task fee breakouts are noted in the table below.

The City will not incur additional expenses not included in this SOW unless agreed upon and approved by The City of Antioch.

Prices for SOW Categories:

Timmons Group - Year #1			
TASK NO.	TASK	DELIVERABLE	AMOUNT
Year #1			
PHASE 1 PROJECT MANAGEMENT & COORDINATION - Entire Project			\$ 12,960
Task 1.1	Develop PMP	Project Management Plan	\$ 4,220
Task 1.2	Project Kickoff	Project kickoff meeting	\$ 950
Task 1.3	Status Reports	Monthly Status Reports	\$ 7,790
PHASE 2 DESIGN - Water Distribution, Water Treatment & Sanitary Sewer/Storm Drains			\$ 25,968
Task 2.1	IT/GIS Meetings & Analysis	IT/GIS analysis report	\$ 8,465
Task 2.2	Pre-configuration	pre-configuration documents	\$ 1,870
Task 2.3	Workflow workshops	Workshops & notes	\$ 6,045
Task 2.4	Software Design & Configuration (SD&C)	SD&C documentation	\$ 9,588
PHASE 3 SOFTWARE INSTALATION & CONFIGURATION - Water Distribution, Water Treatment, Sanitary Sewer/Storm Drains			\$ 52,435
Task 3.1	Development Environment	Cityworks installed in Development Env.	\$ 1,330
Task 3.2	Configuration	Cityworks configured	\$ 19,640
Task 3.3	Configuration Review	Configuration review meetings	\$ 11,220
Task 3.6	Cityworks Storeroom Configuration	Storeroom configured	\$ 16,860
Task 3.7	Internal testing & finalize configuration	Configuration finalized	\$ 3,385
PHASE 4 REPORT DEVELOPMENT - Water Distribution, Water Treatment, Sanitary Sewer/Storm Drains			\$ 17,610

Task 4.1	<i>Develop Reports & Dashboards</i>	<i>Reports & Dashboards</i>	\$	17,610
PHASE 5 DATA MIGRATION			\$	12,110
Task 5.1	legacy data	legacy data migrated	\$	12,110
PHASE 6 SYSTEM INTERFACING			\$	4,260
Task 6.1	Esri ArcGIS		\$	-
Task 6.2	SeeClickFix		\$	4,260
PHASE 7 TESTING			\$	6,398
Task 7.1	<i>Develop Testing Plan & Scripts</i>	<i>Testing Plan & Scripts</i>	\$	3,153
Task 7.2	<i>UAT</i>	<i>UAT administered/finalized</i>	\$	3,245
PHASE 8 TRAINING			\$	17,210
Task 8.1	Training Environment	setup Training environment	\$	1,935
Task 8.2	Cityworks AMS Training	training delivered	\$	15,275
PHASE 9 SYSTEM DEPLOYMENT			\$	4,017
Task 9.1	Production Environment	Setup & move configuration to Production	\$	645
Task 9.2	Finalize configuration	final configuration	\$	3,372
PHASE 10 SYSTEM DEPLOYMENT / GO LIVE			\$	7,245
Task 10.1	Go Live support	support during Go Live	\$	7,245
Total Services Cost - Year #1			\$	160,212
Cityworks Software - Year #1			\$	60,000
Total Cost - Year #1			\$	220,212

Timmons Group Costs - Year #2			
TASK NO.	TASK	DELIVERABLE	AMOUNT
Year #2			
PHASE 2 DESIGN - Fleet, Facilities, Pavement, Streets, Signs, Parks & Trees			\$ 21,678
Task 2.1	<i>IT/GIS Meetings & Analysis</i>	<i>IT/GIS analysis report</i>	\$ -
Task 2.2	Pre-configuration	pre-configuration documents	\$ -
Task 2.3	Workflow workshops	Workshops & notes	\$ 12,090
Task 2.4	Software Design & Configuration (SD&C)	SD&C documentation	\$ 9,588

PHASE 3 SOFTWARE INSTALATION & CONFIGURATION - Fleet, Facilities, Pavement, Streets, Signs, Parks & Trees			\$	43,480
Task 3.1	Development Environment	Cityworks installed in Development Env.	\$	-
Task 3.2	Configuration	Cityworks configured	\$	26,975
Task 3.3	Configuration Review	Configuration review meetings	\$	13,120
Task 3.7	Internal testing & finalize configuration	Configuration finalized	\$	3,385
PHASE 4 REPORT DEVELOPMENT - Fleet, Facilities, Pavement, Streets, Signs, Parks & Trees			\$	18,220
Task 4.1	Develop Reports & Dashboards	Reports & Dashboards	\$	18,220
PHASE 6 SYSTEM INTERFACING			\$	4,260
Task 6.1	Esri ArcGIS		\$	-
Task 6.2	SeeClickFix		\$	4,260
PHASE 7 TESTING			\$	6,398
Task 7.1	Develop Testing Plan & Scripts	Testing Plan & Scripts	\$	3,153
Task 7.2	UAT	UAT administered/finalized	\$	3,245
PHASE 8 TRAINING			\$	17,210
Task 8.1	Training Environment	setup Training environment	\$	1,935
Task 8.2	Cityworks AMS Training	training delivered	\$	15,275
PHASE 9 SYSTEM DEPLOYMENT			\$	4,017
Task 9.1	Production Environment	Setup & move configuration to Production	\$	645
Task 9.2	Finalize configuration	final configuration	\$	3,372
PHASE 10 SYSTEM DEPLOYMENT / GO LIVE			\$	7,245
Task 10.1	Go Live support	support during Go Live	\$	7,245
Total Services Cost - Year #2			\$	122,507
Cityworks Software - Year #2			\$	71,250
Total Cost - Year #2			\$	193,757

The maximum amount to be invoiced under this SOW, for all Payment Milestones shall not exceed total cost as outlined in the above "Prices for SOW Categories" table. For this SOW, the **Total Not to Exceed amount is \$496,469.00.00.**

Contractor Responsibilities

The roles and responsibilities required by the Timmons Group implementation team for this project are detailed in the attached **Timmons Proposal (Attachment B)**.

City Responsibilities

The following table illustrates the roles and responsibilities required by City staff during the implementation of this project.

Role	Responsibility
Project Steering Committee	<ul style="list-style-type: none"> Responsible for making project related recommendations to the Executive Leadership when the decision involves a risk of the project going over budget, or going beyond the communicated deployment schedule, or contractual changes that impact budget and/or schedule. Responsible for making project related decisions to resolve escalated issues regarding scope, contract, budget and timelines if the outcome does not exceed the Board approved budget. May be required to review and approve or deny change requests Responsible for quality gate review and decision
Project Sponsors	<ul style="list-style-type: none"> Accountability and responsibility for the project as defined in the accepted Project Management Document (this includes schedule, scope, budget, resourcing, procurement, quality, etc.). May be required to review and approve or deny change requests The Business Project Sponsor has the ultimate decision-making authority and responsibility for the business impacting aspects of the project. The IT Project Sponsor has overall responsibility for the project with clear commitment to fully engage the Business Project Sponsor and manage the Project Plan to address all reasonable business objectives and all technical issues. Oversight and guidance on Risk Management (identification of risk and methodologies to address risk, such as a mitigation plan) Accountable for project communication reaching all levels of the county (project advocate) The IT Project Sponsor is responsible for decisions relating to the technical feasibility of the solution being implemented. Provides final signoff on project completion
Project Manager	<ul style="list-style-type: none"> Daily/Weekly Contact, Project Communication, Project Management, Scope, Schedule, and Cost Tracking (Develop Project Management Plan and Communication Management Plan, Delivery of weekly Status Reports and other pertinent communications, work with vendor PM as appropriate with plans, deliverables, change requests, meetings, etc.)
Business Analyst	<ul style="list-style-type: none"> Act as informational resource to contractor for current business process and workflow analysis May provide input in developing test plans May provide input in developing training plans and associated materials May provide input to or assist with delivery of training
Technical Analyst	<ul style="list-style-type: none"> May provide infrastructure support to the contractor May provide architecture or configuration assistance to the contractor May provide data migration assistance to the contractor
Technical SME	<ul style="list-style-type: none"> Provide oversight to changes (or proposed changes) to infrastructure Act as technical liaison between the County and the contractor

City/IT Staff	<ul style="list-style-type: none"> • May assist with organizational change by acting as change agents • Participate in training/workshop sessions as required • Participate in User Acceptance Testing
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Training

1. Please see the attached **Timmons Proposal** (Attachment B) for training details.

Testing

1. Timmons Group will provide a Testing and Acceptance plan to encompass all required testing.
2. Prior to Go-live there will be a thirty (30) day acceptance testing period (the acceptance period is flexible based on input from the City's Project Manager). During this period the City will test the Cityworks implementation and identify issues and opportunities. The Testing and Acceptance Plan will frame and guide The City through the testing process.

The City maintains the right to review, scrutinize, modify, accept, or deny any plans the vendor creates and submits.

System Documentation and Manuals (as summarized from the attached **Timmons Proposal** (Attachment B))

System documentation to be delivered to The City during implementation and upon go-live and project close-out include:

1. Core System Plan (for hardware, software, network config.)
2. Core Systems Technical Memo for GIS
3. Configuration Document
4. Requirements Elicitation Workshop Meeting Minutes and Fit Analysis
5. System Design and Configuration (SD&C) Plan Drafts
6. Updated Cityworks Configuration Document and SD&C Plan
7. To-be Workflow Diagrams
8. Application Design Documents
9. Modification and Development of Reports
10. Configuration Review Meeting Minutes
11. Database Crosswalk Schema Document
12. Any last-minute Configuration Documents
13. Go-Live & Stabilization Plan
14. End-user Manual

Support Transition (as summarized from the attached **Timmons Proposal**, Attachment B)

After thirty (30) consecutive days of initialization of the production environment, The City shall generate a certificate signifying the Cityworks application functionality and database configuration is operational in a "Live" production capacity. The City's Project Manager shall sign said "Go-live Certificate" and submit it to Timmons Group.

1. Timmons Group will provide three days (24 hours) of on-site post go-live support to assist users as they go through their day-to-day activities using the Cityworks software.
2. Timmons Group will maintain the collaboration portal until such time that all relevant documentation has been submitted to and approved by The City. Further, any out-of-scope requirements, open defects, or change requests that are deemed out of Timmons Group's purview and will not be addressed by Timmons Group will be transferred back to The City as to become part of City's backlog.

Change Requests

If a change in the scope, schedule, or cost of this SOW is necessary, such change shall be documented, communicated, and agreed upon subsequent to the following Change Control Process.

The Change Control Process applies whenever a change request is submitted. A change request can be cost or no-cost and can apply to a project aspect, such as scope, time, cost, process, or contractual terms.

The type of change being requested will determine the level of resolution and sign off authority required to make the change effective.

The project manager, whether this is service provider or City resource, has overall responsibility for executing the change management process for each change request.

1. Identify the need for a change (Stakeholders):
 - a. Change requestor will submit a Request for Change via email to the City Project Manager.
 - b. The email should detail the specifics for the requested change.
2. The City Project Manager will submit the change request. Please see **Exhibit 1**.
3. The City Project Manager, working with the service provider Project Manager, as needed, will conduct a preliminary analysis on the feasibility and impact of the change to risk, cost, schedule, scope, and quality, and seek clarification from team members and the change requestor.
4. Depending on the severity and impact of the change, the City Project Manager will submit the change request, as well as the preliminary analysis, to the Project Sponsor(s) or the Project Steering Committee for review.
5. The Project Sponsor(s) or Project Steering Committee will discuss the proposed change and decide whether or not it will be approved based on all submitted information.
6. If the change is approved, the City Project Manager will update and re-baseline project documentation as necessary.
 - a. If the change results in change in scope – SOW, requires a term extension, and/or impacts the contract *NTE (not to exceed)* amount – a contract amendment will be required, and is subject to the City's contracting processes.

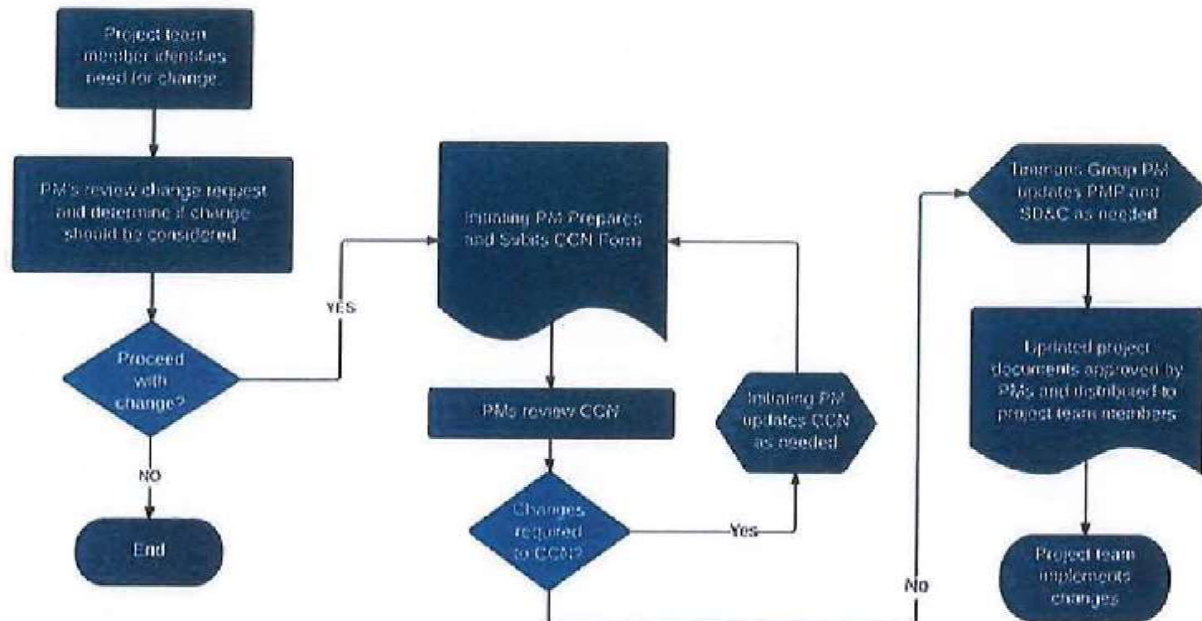
Both the Contractor and City PMs are responsible to disseminate the change request information to their stakeholders.

Sub-Contractors:

According to the Standard Contract Terms and Conditions, Subcontracts and Assignments, Section 1 of the Agreement, the Service Provider shall not enter into any subcontracts for any work required by this contract, without prior written notice to the City.

Both parties hereby agree to be bound by the terms and requirements of this Attachment A – SOW and its subsequent Exhibits, as signed under this Personal and Professional Services Contract.

SOW Exhibit 1 Change Request Process



ATTACHEMENT B – TIMMONS GROUP SCOPE OF WORK (SOW)

Timmons Group has developed a phased and collaborative project approach that will provide the best overall solution to Antioch. Our approach for each major Stage and Task is centered on three major program components:

- Project Management
- Core Software Configuration
- Department (Functional Group) Specific Implementations & replacement/integration of/to various existing/future systems

The implementation of Cityworks will include a needs assessment, software, hardware, implementation services, training and support. The solution is to be deployed within the following Functional Groups:

- Water Dist. & Treatment
- Sanitary Sewer Collection
- Storm Drains
- Fleet Management
- Facilities
- Pavement
- Signs
- Streets
- Parks
- Trees

Successful implementation of Cityworks as a core technology for Antioch's CMMS and asset management plan requires a thorough understanding of the individual processes and information management applications used throughout the organization. An appropriate level of planning and strategizing is required to ensure the end-users' needs are identified, understood, and designed for prior to implementation. Timmons Group is committed to providing the City of Antioch with the resources needed to achieve your goals and the priority to complete each task on schedule and within budget. Our dedicated staff will provide you with consistent, responsive service. We have established a strong team, based on similar projects, client success and certification status.

As previously stated, the success or failure of Cityworks implementations is most often not attributable to the technology components, but rather to managing the implementation of the software solution and the organization's ability/inability to effectively achieve the change associated with the implementation. We will partner with Antioch in developing a strong body of users throughout the implementation process. The widespread adoption that is often anticipated by the project stakeholders during the planning and development of enterprise systems can quickly wane shortly after implementation if the change process is not effectively managed.

The tasks detailed below are designed to meet the full requirements of the RFP from the perspective of providing the required professional services to meet the full requirements as detailed within the RFP. This approach utilizes the methodology detailed within the 10 Phases detailed below to deliver a system configured to Antioch approved business process and workflows developed within this approach.

Phase 1 – Project Management & Coordination

Preliminary Project Plan

This project will be serviced via our resources located on the west coast of the US as well as by our corporate headquarters in Richmond, VA; as well as various other offices across the United States. Antioch is ready to begin implementation of the Azteca Cityworks Server Asset Management System (AMS) to organize, manage and track its enterprise assets. Successful implementation of the Cityworks Server AMS solution as a core technology for Antioch's CMMS and Asset Management System requires a thorough understanding of all the individual processes and business intelligence applications embraced throughout the organization. By utilizing the Timmons Group proven phased implementation approach we will be able to design a solution capable of delivering the desired functional goals, while providing the returns-on-investment upon which the project has been justified and its successes will be measured.

Successful program management requires a high degree of commitment to both operational and fiscal results; an acceptance of accountability for conformance to project requirements; and the people skills needed to

All Project Team members selected for this engagement have recent significant experience in the planning, design, and implementation of multiple enterprise Cityworks projects of varying depths and complexities. However, our experience indicates that these competencies alone do not automatically translate into successful projects. Rather, the key to project success is the proper utilization of available resources within the framework of a well-managed project plan that completely addresses each of the following processes:

- Initiation – project authorizations and expectations
- Planning – project definitions, objectives, deliverables, and analysis of alternatives
- Execution – coordination of resources, quality control, delivery of products and services

- Controlling – monitoring and measuring to identify variances and initiate corrective actions
- Closing – acceptance of project results and deliverables

With our Project Manager serving as the hub of our team, and the conduit of communications between our subject matter experts and the Antioch Core Team, we propose to utilize the following management tools in order to programmatically and proactively manage the proposed project to a successful end. The following implementation and support functions will be addressed in the project plan with designations for each implementation/deployment phase recommended:

- Project Planning/Execution
- Communications Planning/Execution
- Infrastructure/Hardware/Environment Configuration and Build, if applicable
- Business Review, GAP Analysis and Solution Recommendation
- System/Application Configuration and Validation
- Data Analysis, Design and Development
- Customization/Interface Analysis, Design and Development
- Testing (System, Performance and User Acceptance Testing)
- Training and Documentation
- Implementation
- Operations, Maintenance and Support

Our Approach to Project Management

Timmons Group specializes in delivering Asset Management solutions for our clients. We have accumulated years of experience and lessons-learned that have shaped our project management and implementation approach. Our project manager will be responsible for:

- Facilitating meetings between the Timmons Group team and Antioch project stakeholders;
- Preparing for, and conducting, all on-site and on-line meetings;
- Reporting risks and impediments to the team as issues arise and maintaining a risk registry on our web-based project portal;
- Maintaining the project work plan and project schedule;
- Managing change; and
- Monitoring and reporting project performance.

Project Management Plan (PMP)

The PMP integrates and consolidates all of the subsidiary management plans from the planning process, including:

- Scope management plan (including the change
- Schedule management plan
- Cost management plan
- Quality management plan
- Human resource plan
- Communications management plan
- Risk management plan
- Procurement management plan

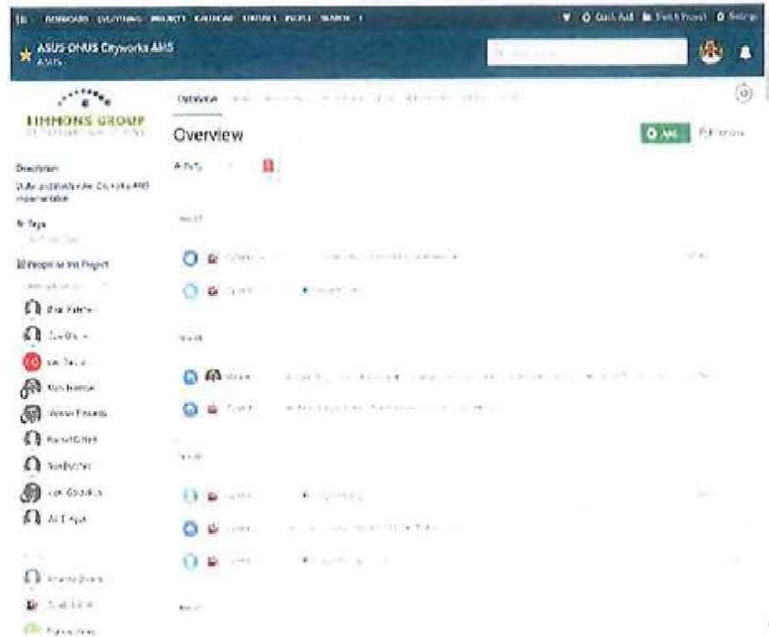
Mutually agreed-upon project baselines are established for schedule, cost and scope. These baselines are combined into a performance measurement baseline against which integrated performance can be measured throughout project execution. Our Project Manager will develop and deliver a PMP outlining the tasks, schedule, deliverables/milestones, communication plan and the associated resources (internal/external) necessary for the project to be successful.

Project Tracking and Reporting

Timmons Group will maintain procedures throughout the project for tracking and reporting progress. We will establish a dedicated, secure online project portal that provides centralized, on-demand access to project documents and status. Our approach to project management is very "hands-on" and will support constant communication to minimize project risk, remove impediments to progress, and to ensure that we are delivering the best possible solution. Standard project management documents that will be posted to the project portal include: status reports (MS Word), current and past versions of the project work plan (MS Project), key project decision log, risk register and a task/action item log. Biweekly we will provide Antioch with a project status report that documents the activities performed during the previous month. At a minimum the report shall address the following:

- Status of all tasks

- Deliverable status
- Configuration status
- Forecasted Deliverable status for the next reporting period
- Resource status for the project, including staff utilization
- Schedule status for the project including task status, milestones completed, phases completed, schedule trends and schedule summary
- Comparison of actual percent complete versus scheduled for the work breakdown structure
- Issues, risks and resource constraints which are affecting or could affect progress including proposed or actual resolution
- Proposed changes to the project work plan, reasons for the changes, and approval/disapproval determination for any proposed changes
- Updated detailed project work plan with approved changes highlighted
- Key decisions (technical and administrative)
- Open action items
- Schedule update
- Financial update
- Project performance measurements



Questions and Issue Tracking

Timmons Group recognizes that communication between Antioch and our project team must follow a standard flow, if the project is to succeed. We will assume the primary role of controlling communication between our project team members as well as Antioch employees. Should issues arise during the course of the project, we will log and track issues and key decisions (administrative and technical), questions, and action items in order to ensure that the decisions made during the communications are appropriate and that all resolutions are documented. The project tracking log will be maintained on the project portal.

PROJECT TITLE: ANTIOCH CITYWORKS AMS IMPLEMENTATION
CLIENT: CITY OF ANTIOCH (ANTIOCH)

Name	Organization	Role	Phone #	E-mail	Responsibilities
Lou Garcia	Timmons Group	Project Director	443-904-3897	Louis.garcia@timmons.com	Contract/Program Oversight/ Client Management
Ron Butcher	Timmons Group	Principal in Charge	804- 200-6971	Ron.butcher@timmons.com	Program Oversight
Lauren Sullivan	Timmons Group	Project Manager	858-254-3873	Lauren.Sullivan@timmons.com	Daily/Weekly Contact, Project Communication, Scope, Schedule, and Budget Management
Mark Harmon	Timmons Group	Cityworks Senior Solutions Architect and Software Engineer	928-301-0465	Mark.Harmon@timmons.com	Technical leadership for Asset Management Implementation
Will Dingus	Timmons Group	AMS Analyst	804-433-2988	Will.dingus@timmons.com	Cityworks configuration
TBD	City of Antioch	Project Manager	xxx-xxx-xxxx	TBD	Daily/Weekly Contact, Project Communication, Project Management
TBD	City of Antioch	Sr. Project Stakeholder	xxx-xxx-xxxx	TBD	Project Oversight
TBD	City of Antioch	?	xxx-xxx-xxxx	TBD	Project Sponsor

The goals of Timmons Group's communication plan are to ensure that the project objectives are clearly articulated and met, that tasks are completed on schedule, issues are identified and promptly resolved, and that project status is continuously communicated to Antioch core team. The communication plan addresses the primary aspects of project communication, including:

- What is being communicated
- To whom it is to be communicated
- How it is to be communicated (e.g. In-person, e-mail, call, etc.)
- When it is to be communicated

Timmons Group will employ a proactive approach to project communication, consisting of the components more fully defined below, to ensure the proper and efficient utilization of resources and the timely delivery of products and services within the framework of the project Scope of Work.

Scope Management Plan

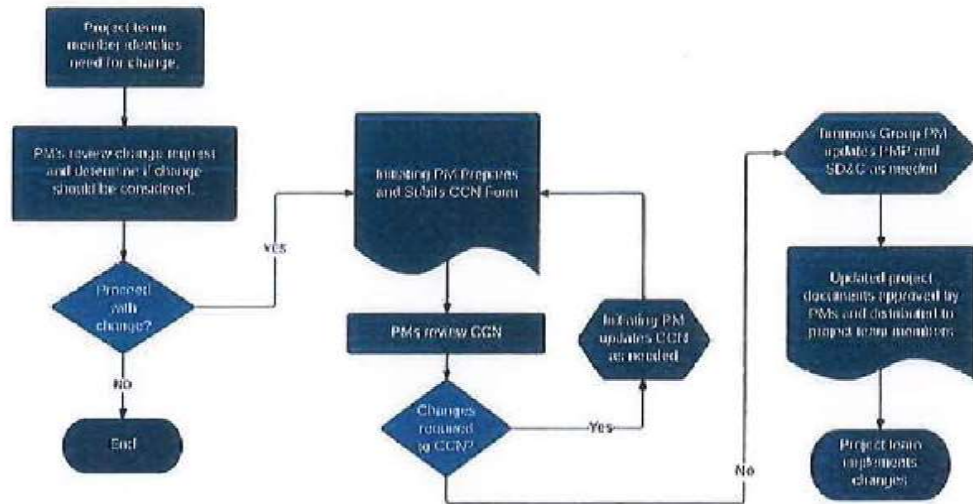
Understanding that issues will arise during the project that may require changes to the agreed-upon scope of work, a proactive method of identification and management of these issues must be utilized. Timmons Group uses a Change Control Process that is illustrated in the following process flow diagram: Final project costs are established through the development of a detailed Scope of Work – **one that establishes what products and services will be delivered as well as those that will not be provided as part of the established fee.** A level of open and honest communication among all stakeholders is required such that system functionality can be balanced with available funding, and appropriate and reasonable expectations set. Once these elements have been addressed, cost control becomes a multi-tiered effort involving effective project management, clear communication among stakeholders (especially the Project Managers), schedule management, and quality control. To protect both parties, client and consultant, a Change Control Process must be developed and adhered to throughout all phases of the project.

Any modifications or deviations from the agreed upon Scope of Work, including system functionality, service delivery, technical documentation, or project schedule or budget will be subject to **CHANGE CONTROL** procedures:

Any project team member may initiate a **CHANGE REQUEST** whenever there is a perceived need for a change that will affect the desired or anticipated outcome of the work or any element of the

project. The project team member should use a **CHANGE CONTROL NOTICE (CCN)** form as appropriate for the change:

1. Agreement to a **CHANGE REQUEST** signifies agreement to a change in overall costs, functionality, time scales, or other identified project impact.
2. Changes will be identified and communicated by / to the respective Project Managers by any of the prescribed communication channels. **CHANGE REQUESTS** may be introduced via verbal conversation or other form of communication but must be supported by the appropriate **CCN** document.
3. All **CCN**'s will be signed by both the Timmons Group and Antioch Project Managers to indicate acceptance of the changes.
4. All project participants should understand that time is of the essence when initiating, reviewing, negotiating, and approving **CHANGE REQUESTS**, as any delays to work in progress caused by a **CCN** may impact the overall project schedule.



The CCN template proposed for this project is presented on the following page. A complete library of CCN documents will be developed and archived for team reference as the project progresses.

Schedule Management Plan

Timmons Group utilizes Microsoft Project to track all tasks, milestones and dependencies of our enterprise asset management projects. The change control process is the same as the process outlined in Scope Management Plan. The schedule is reviewed at project progress meetings and any changes are agreed upon by the project team (which includes Antioch stakeholders).

Risk Management

Risk Management is managed via project progress meeting and communicated via a shared document that identifies the risk, color codes the risk based upon several criteria and specifies a mitigation strategy. The Risk

IV. Risk management status:

#	Potential Risk	Priority	Control Measures	Status
1	Group 1 Configuration	High	Timmons has placed work plan for resource dedication into action for reaching/sustaining project schedule	In process
2	Group 1 data conversion		Timmons has placed work plan for resource dedication into action for reaching/sustaining project schedule	In process
3	Group 1 reports		Timmons has placed work plan for resource dedication into action for reaching/sustaining project schedule	In process
4	BII Data Import Tool	Medium	Timmons has placed work plan for resource dedication into action for reaching/sustaining project schedule	In process
5	Training	High	Week of Oct. 16 & Oct. 23 rd needs confirmation by Metro	In process
6	Group 1 Go live		Items 1-5 must occur by due date to meet this date. Timmons PM & Metro PM to work to make sure these items occur as necessary	In process
7	Group 2 configuration	Low	LOE for group 2 is low	

Register is included within the project progress report that will be provided to the project upon an agreed upon interval.

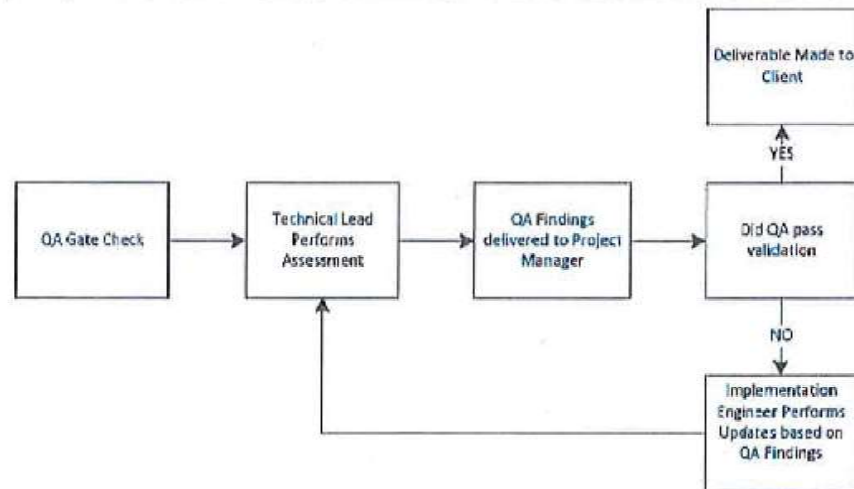
Risk Register:

Quality Management

Timmons Group utilizes two strategies to ensure quality and acceptance of our deliverables. The processes are as follows:

Quality Assurance Plan:

Quality Control on a Timmons Group Cityworks implementation project is on-going throughout the life of the project. In addition to formal items such as a Project Management Plan, Testing Plan and an Acceptance Plan and Acceptance Certification, we employ several quality control measures throughout the life of the project. We have assigned a Project Director to this project. In this role the Project Director will act as the Senior Technical Reviewer for all project deliverables. Specific quality control procedures include internal review meeting between the Project Director and the project team as well as a formal change control process to deal with project changes. Timmons Group has clear and defined roles for the Quality Control responsibilities of all staff members. Because all staff levels of the project team are involved in delivering quality service to our clients, each employee is given the necessary training and orientation to perform a specific task. Prior to being assigned to a specific Quality Control responsibility, staff members must meet minimum qualifications and must be approved by the Principal in Charge. Timmons Group has an established program for project Quality Control that is incorporated into our contract management process. Our primary means of building quality into every phase of each project is through the use of assigned senior technical reviewers (STR) and periodic QA reviews at the program level. Our reputation is built on the execution of existing work and products. Timmons Group has an excellent track record of providing high-quality services to public agencies, as demonstrated by our strong past performance ratings. During each gate check, whether internal or client guided, the project technical lead will review the Cityworks implementation using the System Design and Configuration plan as the base line for the system implementation before delivery of any project deliverable.



Acceptance Procedures:

Certain project deliverables and milestones will be subject to a process of review and acceptance. The process will involve the Project Managers from both Antioch and Timmons Group signing a User Acceptance document to indicate that products and services were delivered in accordance with the Project Plan. A fully executed User Acceptance document shall serve as authorization for Timmons Group to continue on to subsequent project tasks. Failure on Antioch part to complete milestone acceptance in a timely manner may cause delays in initiation of subsequent tasks. The process for documentation deliverables is detailed in the following workflow:

- 1) Timmons Group will submit a Preliminary Draft of the project deliverable which will consist of a basic document template or outline for Antioch Review.
- 2) Antioch will review and provide acceptance of the Preliminary Draft format within 10 days.
- 3) Timmons Group will deliver the draft deliverable by the scheduled due date.
- 4) Antioch will review the deliverable and provide feedback.
- 5) Timmons Group will deliver the final version for Antioch formal acceptance.

In some cases, where appropriate, the document deliverable will be updated throughout project and redelivered prior to Go-Live.

Communication Management

The goals of Timmons Group's communication plan are to ensure that the project objectives are clearly articulated and met, that tasks are completed on schedule, issues are identified and promptly resolved, and that project status is continuously communicated to Antioch core team. The communication plan addresses the primary aspects of project communication, including:

- What is being communicated
- To whom it is to be communicated
- How it is to be communicated (e.g. In-person, e-mail, call, etc.)
- When it is to be communicated

Timmons Group will employ a proactive approach to project communication, consisting of the components more fully defined below, to ensure the proper and efficient utilization of resources and the timely delivery of products and services within the framework of the project Scope of Work.

Bi-Weekly Status Call and Minutes – Timmons Group's Project Manager will prepare an agenda for and conduct a bi-weekly status call related to the specific work-in-progress of the project team. The Project Manager shall record and report via meeting notes the results and action items required. Bi-Weekly Status Calls can be regularly scheduled.

Monthly Status Reports – Timmons Group's Project Manager will prepare monthly status reports using the template presented on the following page. Every other (roughly) bi-weekly status report shall be delivered to the Antioch core team with each month's invoice. Bi-weekly status reports will also be archived online for additional, on-demand access. Monthly Status Reports are due within the fourth full week of the month, prior to the bi-weekly status call.

Ad-Hoc Meetings – As is required throughout the duration of the project, additional meetings may be called by either Project Manager to address personnel, scheduling, technical, or other project issues. These meetings will typically be held via teleconference. Project team members will participate in these meetings as necessary. The Timmons Group Project Manager will document the meetings and distribute a summary to all project team members via email.

The dates for project calls, meeting and reports will also be maintained on the project calendar, which will be available online for easy, on-demand access.

Business Process Change Management

The failure to adequately train and support new users is often a cause for immediate and permanent resistance to the adoption of the system. *Incorporating a strong training and coaching program is an effective change management tool* and appropriate budget allocations should be made and adhered to throughout the system implementation and adoption life-cycles. In addition, Antioch would be well-served by identifying and empowering staff responsible for the daily operations and administration of the system. This individual (or individuals) should have a broad understanding of the varied services each department provides, the technique in which services are delivered, and the manner of how Cityworks solution supports the delivery of each service. The responsibilities will also include the coordination of various support mechanisms available to each end user for the assistance for expanding the user's knowledge of not just their role within the asset management program, but also in a broader context of the overall importance of the enterprise work management program to the organization.

Project Report				
Project Name:				
Project Client:				
Project Number:				
Report Name:				
Report Date:				
Report Author:				
Report Distribution:				
Executive Summary:				
What we accomplished in the last month:				
1.				
2.				
Deliverable	First Revision Status	Second Revision Status		
What we plan to accomplish in the next month:				
1.				
2.				
Summary of anticipated and approved changes in project scope/schedule/budget:				
•				
Status of schedule and deliverables:				
Deliverable	Current Forecast	Actual	Status	Sign-off
Risk management status:				
#	Potential Risk	Priority	Control Measures	Status
		Moderate		
		Low		

Timmons Group has proposed within our scope of services to lead a series of workshops. These workshops will be preceded by a review of all pertinent materials by Timmons Group resources. The purpose of the workshops will be to validate the (or any) documentation provided by Antioch. After validating and documenting the existing processes, Timmons Group will seek to edit/change these existing workflows and processes to:

- 1) Leverage Cityworks technology
- 2) Leverage asset management and industry best practices
- 3) Hold workflows and processes to the current wherever possible and feasible

These workshops are designed to establish and assess the Business Requirements, User Requirements, and Functional Requirements that must be considered when developing the Software Design and Configuration Plan (SD&C) as well as to design the Cityworks configuration and database necessary for implementation, the integrations and data conversion.

For the first 30 minutes of the workshop our implementation team will conduct a brief software knowledge transfer session. The session will give the workshop attendees an opportunity to review and understand the software, potential impacts and changes in their daily business processes, and the purpose of adopting the new tools. It has been our experience that successful adoption of Cityworks is supported by continued, repeated exposure of the software during the workshops and review meetings. We strongly believe that all levels of end users of the system need representation within these meetings. When end users participate from the beginning in the design (configuration) of the tools they ultimately will be expected to use, their acceptance and adoption rates soar. They will understand the need for the sequencing of the workflows they will be expected to participate in once in production as well as they tools (Cityworks) they will be expected to use. This goes a long way in creating the necessary end user buy-in for the success of the project.

During the workshops, our implementation team will analyze the various technological, operational, and organizational elements of Antioch business. This will be an essential procedure in order to ensure the planned Cityworks implementation and expected system interfaces are capable of delivering the feature-rich data needed to support the numerous complex operations and maintenance activities undertaken by the various departments. We understand that Antioch has already documented some of your workflows and that our effort will concentrate around ensuring Cityworks is utilized to its full potential and that we consider/review with Antioch potential workflow edits as well as to document for the first-time other workflows, to accomplish this. In support of these efforts, our implementation team will analyze with each Functional Group the following critical elements:

- **Business Drivers** – The core functions that will benefit from the implementation of the Cityworks solution. These may include inventory, custom billing, time tracking, engineering planning and design, construction inspection and administration, operations and maintenance, inspections, regulatory compliance, customer service, disaster preparedness and emergency response, executive decision processes, etc.
- **Workflows** – Current departmental/Functional Group (internal and external) business processes and work flows that will either contribute to, or be replaced by, the planned Cityworks implementation. Key workflows that should be analyzed include, but are not limited to, inventory / data capture and maintenance, data distribution, data consumption, system planning and analysis, customer inquiry, reporting, etc.
- **Systems and Applications** – Information technology and process automation tools currently deployed and maintained by Antioch or Functional Group should be investigated and analyzed in terms of their ability to support the increased network traffic, data loads, and application maintenance requirements introduced by the planned Cityworks program. Additionally, existing business applications such as network modeling, mobile computing, customer relationship management, etc., should be investigated to determine the best manner by which to integrate with the planned Cityworks system.
- **Data** – Existing data sets (spatial and tabular) and reports maintained for the purpose of supporting the daily operation and maintenance of the departments and their associated processes must be inventoried and analyzed for the purpose of supporting the development of any required data conversion/migration/development plans.
- **Best Practices** – Established asset management best practices, as they relate to Antioch or Functional Group's current operational mandates, contrasted with where the various departments currently fall within the spectrum, should be established and benchmarked for the purpose of establishing the required system implementation path needed to guide Antioch to its ultimate Cityworks deployment and adoption goals and objectives.

These core elements will provide our implementation team and Antioch with an understanding of the needs and challenges the departments will face as they move to implement Cityworks. The initial business process analysis provides our implementation team with a detailed look into the everyday processes marshaled by Antioch staff. A primary objective of this task is for our implementation team to review and understand how Antioch conducts business and manages its assets. The ultimate goal is to provide knowledge to support and enable our implementation team to properly address the

technological impacts of the system deployment and Antioch in order to understand the technological impacts and the non-technological impacts related to business processes and workflows. The RFP has asked us to provide not only a cost for the proposed changes but also to document the recommended changes. Timmons Group has implemented Cityworks numerous times and has found our iterative approach to be the most successful. It is impossible at this time to provide edited workflows for Antioch to review.

Organizational Change Management

Within our processes Timmons Group will analyze the existing staff assigned to manage and utilize our proposed solution and corresponding work flows and business processes. We utilize the approach outlined below:

1. Clearly define the change and align it to business goals.

It might seem obvious, but many organizations miss this first vital step. During the workshops outlined within our scope of services Timmons Group will lead Antioch through this part of the change management process. We will seek to understand your business goals, business rules and merge these into your "to-be" workflows that will be our guide for the configuration of Cityworks. It's one thing to articulate the change required and entirely another to conduct a critical review against organizational objectives and performance goals to ensure the change will carry Antioch in the right direction strategically, financially, and ethically. This step can also assist Antioch in determining the value of the change, which will quantify the effort and inputs that will be invested.

Key questions:

- What do we need to change?
- Why is this change required?

2. Determine impacts and those affected.

Once we know exactly what Antioch wishes/needs to achieve and why, we will seek to understand the impacts of the change at various organizational levels. We will review the effect on each business unit/functional group and how it cascades through the organizational structure to the individual. This information will start to form the blueprint for our training plan, so that we can mitigate the impacts of the proposed changes.

Key questions:

- What are the impacts of the change?
- Who will the change affect the most?
- How will the change be received?

3. Develop a communication strategy.

Although all end users should be included within the decisions and design of the proposed changes, the first two steps will have highlighted those employees that the Cityworks implementation team needs to absolutely communicate the change to. Timmons Group will communicate the proposed changes via a review of the proposed workflows via a MS Visio diagram that will be reviewed with the appropriate stakeholders.

Key questions:

- How will the change be communicated?
- How will feedback be managed?

4. Provide effective training.

With the change message out in the open, it will become important that the Cityworks implementation team communicate to the end users that they will receive training, structured or informal, to teach the skills and knowledge required to operate efficiently as the change is rolled out. This will form the basis for the development of our Training Plan.

Key questions:

- What behaviors and skills are required to achieve business results?
- What training delivery methods will be most effective?

5. Implement a support structure.

Providing a support structure is essential to assist employees to emotionally and practically adjust to the change and to build proficiency of behaviors and technical skills needed to achieve the desired business results. To help employees adjust to changes to how a role is performed, we highly recommend that all roles receive representation in the initial workshops.

Key questions:

- Where is support most required?
- What types of support will be most effective?

6. Measure the change process.

Throughout the change management process, a structure will be put in place to measure the business impact of the changes and ensure that continued reinforcement opportunities exist to build proficiencies. This will be done via the delivery of the existing workflows as well as the delivery of the proposed workflows and a review of the proposed workflows with stakeholders.

Key questions:

- Did the change assist in achieving business goals?
- Was the change management process successful?

Task 1.1: Project Management

Shortly after we receive notice to proceed, we will prepare an initial Project Management Plan (PMP) document, and begin initial data gathering to prepare for the kickoff meeting. We will also hold a webinar meeting with the Antioch Project Manager and IT/GIS staff to discuss the proposed solutions we will be implementing and their impacts to your existing computing environment. This "primes the pump" for the kickoff meeting and configuration workshops and ensures there will be no IT/GIS related bottlenecks related to hardware or software purchases.

Our project manager will employ a variety of controls and management tools designed to successfully complete this project in a timely manner while keeping Antioch informed of our progress throughout the duration of the project. The scope of this project will require our team to work with many different Antioch staff members on a number of project tasks. This task will remain active throughout all phases of the project.

Task 1.1: Antioch Responsibilities:

- Antioch will review the Project Management Plan and ensure it meets requirements (2FTE hours).
- Antioch project manager can assume a need of 4-8 hours per week during project duration
- Key personnel for each functional group can assume a need for 2 hours for project management plan review and 2 hours per week during project duration for communication, status meetings, etc.

Task 1.1: Timmons Group Responsibilities and Deliverables:

- The Timmons Group Project Manager will draft and deliver a Project Management Plan (PMP) for an initial review by Antioch Project Manager and key staff, as deemed appropriate. The draft plan will be provided in advance of the project kickoff meeting. The project management plan is a dynamic (living) document that will be managed over the life of the project.
- Monthly Project Status Reports
- A project collaboration portal will be setup for the duration of the project and for support after Go-live.

Task 1.1: Assumptions:

- Timmons Group will provide deliverables according to the project schedule.
- Antioch will review all documentation within 10 business days or a mutually agreed upon timeframe.

Task 1.1: Estimated Timeframe:

- Project Management activities will occur throughout the duration of the project

Task 1.2: Project Kickoff Meeting

Project team members and participating Antioch Functional Group staff will participate in a Project Kickoff Meeting to be held for the purpose of introducing the project participants, to establish the roles and responsibilities of all Project Participants, validate Antioch's goals and objectives, establish the lines of communication to be employed throughout the duration of the project, and to answer any questions Antioch staff may have. The kickoff meeting shall be 2 (two) hours in duration.

Task 1.2: Antioch Responsibility:

- Antioch project manager assistance in scheduling pre-kickoff & kickoff meeting. (4 FTE hours)
- Antioch Information System stakeholder attendance/participation in pre-kickoff meeting. (4 FTE hours each attendee).
- Antioch key stakeholder attendance/participation in kickoff meeting (4 FTE hours each attendee).

Task 1.2: Timmons Group Responsibilities and Deliverables:

- Project presentation and meeting minutes.

Task 1.2: Assumptions:

- Antioch will provide a conference room appropriately sized for the number of participants.

Task 1.2: Estimated Timeframe:

- Project Kick-off meeting should occur approximately 4 weeks after the project has been initiated

Phase 2 – Design

Implementation Planning

The goal of this Phase and its subtasks is to develop a System Design and Configuration (SD&C) Plan that consolidates the gathered data with workflows, data migration requirements, and interface requirements that will be identified and modeled during a series of configuration workshops.

Task 2.1 IT System Review

We have proposed to utilize Cityworks AMS & PLL as our solution on Antioch hardware/servers. The IT review and subsequent tasks should be done in understanding that this is our proposed solution approach. More information regarding the Cityworks Solution can be found within the pricing quote. Our implementation team will meet with the Antioch project management team and IT/GIS staff to discuss the environment requirements for the Cityworks implementation. During this meeting, various system architectures and minimum requirements will be explored to ensure a stable implementation for Antioch. The goal is to ensure hardware is in place and that all related system and security policies are understood prior to initial software configuration.

The implementation team will document the Core System Design Plan components required to support the Cityworks implementation. The Core System Design Plan is developed in preparation for the configuration and implementation of Cityworks. This plan will include the following:

- Network Requirements
- Peripheral Requirements
- Internal Security
- Hardware Requirements
- Software Applications
- DMZ

Task 2.1: Antioch Responsibilities:

- Antioch project manager assistance in scheduling IT review meeting. (1 FTE hour)
- Antioch Information System stakeholder attendance/participation in meeting. (2 FTE hours each attendee).

Task 2.1: Timmons Group Responsibilities and Deliverables:

- Webinar to discuss impacts to current computing environment in regard to Cityworks proposed deployment
- Core System Plan for Hardware, Software, and network configuration specifications for Cityworks environment

Task 2.1: Assumptions:

- Antioch will review and comment on all documentation within 10 business days or a mutually agreed upon timeframe.
- Timmons Group will not be performing a network analysis

Task 2.1: Estimated Timeframe:

- IT Review meeting and task deliverable are estimated to take 2-3 weeks to complete depending on Antioch availability

Task 2.2 GIS System Review

Our implementation team will meet with Antioch's project management team and GIS staff to discuss the Esri GIS requirements for the Cityworks implementation. During this meeting, minimum GIS requirements will be explored to ensure a stable implementation for Antioch. The goal is to ensure the GIS is in place and that all related system and security policies are understood prior to initial software configuration. In addition, the GIS Model will require review and possible modification by Antioch. Our implementation team will work with Antioch to identify any shortcomings with the existing Antioch GIS data, datamodel and Esri licensing. It will be the responsibility of Antioch to meet and address all identified shortcomings.

Task 2.2: Antioch Responsibilities:

- Antioch project manager assistance in scheduling GIS review meeting. (1 FTE hour)
- Antioch GIS stakeholder attendance/participation in meeting. (2 FTE hours each attendee).

Task 2.2: Timmons Group Responsibilities and Deliverables:

- Core System Technical Memo for GIS

Task 2.2: Assumptions:

- Antioch will review and comment on all documentation within 10 business days or a mutually agreed upon time frame.

Task 2.2: Estimated Timeframe:

- GIS Review meeting and task deliverable are estimated to take 2-3 weeks to complete depending on Antioch availability

Task 2.3 Configuration Document Meeting

The implementation team will meet with the Antioch Project Manager and key functional group stakeholders to review the contents of the Cityworks Configuration Document. The Cityworks Configuration Document is a collection of spreadsheets related to information required for population of the Cityworks system. With our implementation team's assistance, Antioch will provide data to populate associated configuration spreadsheets prior to the Configuration Workshops. Any information Antioch can deliver prior to the workshops will be used by the implementation team to design, configure and implement the initial Cityworks configuration.

The Cityworks Configuration Document contains eleven main configuration categories. Each is identified below and will be discussed in detail during the Configuration Document Meeting:

- **Domain Security** – a security structure and method of organization. The rest of the manual builds on this section; it should be done first.
- **Employee Hierarchy** – A list of all employees with login and domain information.
- **Work Orders** – Lists of all the primary activities each department handles.
- **Tasks** – Lists of all the tasks associated with the work orders.
- **Materials Hierarchy** – A list and organizational method for your work order materials.
- **Equipment Hierarchy** – A list and organizational method for your work order equipment.
- **Service Requests** – Details about all the service requests or calls that may come in.
- **Project Hierarchy** – Define any ongoing municipal and capital improvement projects.
- **Contractors List** – Details about contractors used for work activities.
- **Inspections** – A list of inspections completed against assets along with the information captured during the inspection.
- **Storeroom Configuration** – Details concerning the storeroom names, stock on hand and security.

Our team's Configuration Manager will work closely with the Antioch Project Manager to ensure that Antioch understands the configuration documentation and data to be gathered. Our configuration team will take information provided by Antioch along with the Esri geodatabase and configure the Cityworks "sandbox" installation that will be used during the kickoff meeting and configuration workshops.

Task 2.3: Antioch Responsibility:

- *Configuration Document Review Meeting. (2 FTE Hours per participant)*
- *Review and provide data. (4 -8 FTE Hours Per Functional Group)*

Task 2.3: Deliverables:

- *Configuration document with spreadsheets initially filled out from data supplied by Antioch.*

Task 2.3: Assumptions:

- *Antioch will provide data as identified in the Configuration Document and supporting spreadsheets.*
- *Antioch will provide to Timmons Group an updated geodatabase of all assets covered within the scope of this project.*

Task 2.3: Estimated Timeframe:

- *Configuration Document completion is estimated to take 4-6 weeks to complete*

Task 2.4: Workshops

Our implementation team will conduct a series of workshops. These workshop meetings will focus on the following primary areas:

- 1) **Asset Management requirements**
 - Best practices
 - Condition scoring
 - Criticality
 - Asset lifecycle management
 - Risk assessment & risk management
 - Costs
- 2) **Gather configuration data and workflows with the Functional Groups for:**
 - Asset categories
 - Work order and inspection workflows

- i. Employees
- ii. Equipment
- iii. Materials
- iv. Prioritization
- v. Dispatching
- vi. Notifications
- vii. Data to be collected
- viii. Inspection criteria
- Interfaces/integration
 - i. Functional requirements
 - ii. User stories
 - iii. Methodology
- Reporting
 - i. Data required
 - ii. Format
 - iii. Methodology
- Data migration identified in the RFP

These workshops are designed to establish and assess the Business Requirements, User Requirements, and Functional Requirements that must be considered when developing the Software Design and Configuration Plan (SD&C) as well as to design the Cityworks configuration and database necessary for implementation, the integrations and data conversion. It is expected that Antioch will provide the facilities for the on-site workshops and coordinate staff attendance for all workshops.

For the first 30 minutes of the workshop our implementation team will conduct a brief software knowledge transfer session. The session will give the workshop attendees an opportunity to review and understand the software, potential impacts and changes in their daily business processes, and the purpose of adopting the new tools. It has been our experience that successful adoption of Cityworks is supported by continued, repeated exposure of the software during the workshops and review meetings. We strongly believe that all levels of end users of the system need representation within these meetings. When end users participate from the beginning in the design (configuration) of the tools they ultimately will be expected to use, their acceptance and adoption rates soar. They will understand the need for the sequencing of the workflows they will be expected to participate in once in production as well as the tools (Cityworks) they will be expected to use. This goes a long way in creating the necessary end user buy-in for the success of the project.

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In support of these efforts, our implementation team will analyze with each Functional Group the following critical elements:

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- **Systems and Applications** – Information technology and process automation tools currently deployed and maintained by the City or Functional Group should be investigated and analyzed in terms of their ability to support the increased network traffic, data loads, and application maintenance requirements introduced by the planned Cityworks program. Additionally, existing business applications such as network modeling, mobile computing, customer relationship management, etc., should be investigated to determine the best manner by which to integrate with the planned Cityworks system.

- **Data** -- Existing data sets (spatial and tabular) and reports maintained for the purpose of supporting the daily operation and maintenance of the departments and their associated processes must be inventoried and analyzed for the purpose of supporting the development of any required data conversion/migration/development plans.
- **Best Practices** -- Established asset management best practices, as they relate to the Antioch or Functional Group's current operational mandates, contrasted with where the various departments currently fall within the spectrum, should be established and benchmarked for the purpose of establishing the required system implementation path needed to guide Antioch to its ultimate Cityworks deployment and adoption goals and objectives.

These core elements will provide our implementation team and the Antioch with an understanding of the needs and challenges the departments will face as they move to implement Cityworks. The initial business process analysis provides our implementation team with a detailed look into the everyday processes marshaled by Antioch staff. A primary objective of this task is for our implementation team to review and understand how Antioch conducts business and manages its assets. The ultimate goal is to provide knowledge to support and enable our implementation team to properly address the technological impacts of the system deployment and Antioch in order to understand the technological impacts and the non-technological impacts related to business processes and workflows.

Interfaces with Other Systems

During the configuration workshops, we will identify the optional task interface requirements between each system identified in the RFP for integration with Cityworks. Cityworks is built using open standards and technology, storing data in an open, published format utilizing standard commercial SQL databases, such as Microsoft SQL Server. The open standards design of Cityworks is the key to developing interfaces to your critical business systems, developing custom applications and reports that enhance each individual system. These interfaces may be created in-house or by a third-party contractor.

Cityworks customers are free to use the Cityworks data structures to build interfaces to other databases such as Customer Information Systems, Financials Information Systems, Human Resource Management Systems, fleet management, and related business applications. Several customer sites have even created their own applications to access their data. Their licensing policy does not prohibit this in any way. This truly means Cityworks is open.

Access and utilization of these data in Cityworks is unencumbered for the client's internal usage for the following uses:

- Data conversion and data migration into or out of Cityworks.
- Internal application development for add-ons to Cityworks or for an application that is complementary to Cityworks, as long as the application is not a reverse engineering of Cityworks
- The development and maintenance interface from Cityworks to citizen web pages for information and service request systems. The licensee has access to the complete documentation of all Cityworks data structures.

We have integrated Cityworks an ample amount of times to understand that each organization's integration requirements are unique. To be sure, there are elements that are common to many, such as updates to employee records, materials inventory and equipment. Some organizations add additional capabilities such as time entry for payroll, and work order integration. Some organizations capture customer call information in a separate CIS and have new customer requests automatically create either a service request or work order in Cityworks. We have developed integrations that update Cityworks and the integrated system in near-real-time as business needs are required. Other integration tasks are better suited for nightly updates.

There are many variations to interface requirements. We recommend that you allow us to help you define your requirements and understand them within the context of the different integration options available. We will help you design the most economical integration model that meets your business needs. It is not possible to accurately estimate the scope of any integration effort until the detailed requirements are understood.

Task 2.4: Antioch Responsibility:

- *Antioch will be responsible for assisting our implementation team's Project Manager with the development of a comprehensive agenda based on department and key staff. It will also be necessary for the participants in the workshops to review the SD&C Plan drafts and to provide data and discuss workflows identified in the workshops.*
- *Antioch project manager assistance in scheduling workshops. (4 FTE hours)*
- *Antioch key stakeholder for each Functional Group attendance/participation in workshop (4 FTE hours each attendee).*

Task 2.4: Timmons Group Responsibilities and Deliverables:

- *Workshop meeting minutes.*

- *Fit Analysis*

Task 2.4: Assumptions:

- *Antioch will provide a conference room appropriately sized for the number of participants. Critical Antioch staff will attend workshops as defined by the configuration workshop agenda.*

Task 2.4: Estimated Timeframe:

- *Functional Group workshops will occur immediately following the project kick-off. (Two, five consecutive day weeks)*

Task 2.5: System Design and Configuration (SD&C) Plan

Once all required information regarding the current work order management, service request, and inspection processes are collected and organized, our implementation team will work together to analyze and document the current status of the primary components of the business process. Specifically, these components will be analyzed:

- **Current IT Systems and Applications** – This includes relevant computer, network and peripheral infrastructure that the Cityworks system would utilize. This also includes any existing software applications that the new system might need information from, or need to provide information to (e.g., financial, assessment, codes) and security requirements.
- **Current Data Sets** – Focus on data and best practices for Cityworks. Specifically, this would include the work order, service request, and inspection documentation and data. The Esri geodatabase that will be mapped to Cityworks we expect limited if any, modification will be necessary.
- **Current Workflows** – Define and model Work orders, Service Requests, Inspections, Interface Communication, and migration of existing data leveraging Cityworks and our team's best practices.
- **Required Outputs** – The required outputs of the current business process will be reviewed. Outputs can take many forms, and may include: reports, form letters, e-mails, export files, and receipts.
- **Required & Desired System Interfaces** – The RFP identifies the need for the Cityworks system to interface with Esri GIS, and optional various other systems. Our project team has reviewed the provided information and has provided details of our proposed integrations within Task 8.

Following the configuration workshops, our implementation team will develop a report that documents the "as-is" situation and puts forth the recommended, or "to-be" (future state), workflows of the new Cityworks system. The recommended changes will strive to enhance the efficiency of required tasks and follow industry best practices, as well as to enhance the satisfaction of the citizens/businesses being served. The resulting Software Design and Configuration (SD&C) plan will be the "floor plan" for the configuration of the Cityworks system.

Task 2.5: Antioch Responsibility:

- *Review of draft SD&C. (4 - 8 FTE Hours Per project team member)*

Task 2.5: Timmons Group Responsibilities and Deliverables:

- *SD&C Plan drafts*

Task 2.5: Assumptions:

- *Antioch will review all documentation within 10 business days or a mutually agreed upon timeframe.*

Task 2.5: Estimated Timeframe:

- *The SDC plan will require approximately 8-12 weeks to complete.*

Phase 3 – Software Installation & Configuration

Task 3.1: Install Cityworks Server

We will install the core Cityworks software in the Antioch development environment within the Cityworks environment. The intent of this installation is to meet the initial Cityworks implementation requirements which include initial system configuration and configuration customization. We will work directly with the Antioch Project Manager to verify that all core system components are installed and appropriately configured. Our implementation team will facilitate Cityworks software installation, set-up, and initial configuration.

The purpose of installing this software at an early stage in the project is two-fold: It establishes the core system that will later be configured and tested and is the ideal platform for familiarizing Antioch staff with the software as a sandbox for your use. From experience, we have determined that it is important for potential end users to see the software prior to discussions about functional needs so that they have a basic understanding of the software's capabilities and limitations. This server will be linked with a copy of the Antioch Esri GIS geodatabase. Timmons Group will generate an Installation

Certification for Antioch to sign off signifying this installation has occurred and is functioning within the Antioch development environment. Cityworks Server AMS is a server-based product and can technically be deployed on premise or hosted within any environment. To meet the requirements of Antioch, Timmons Group is proposing to deploy Cityworks Server AMS within the City's environment.

Task 3: Antioch Responsibility:

- Provide a copy of Antioch Esri geodatabase
- Antioch GIS resource (2 FTE hours)

Task 3: Timmons Group Responsibilities and Deliverables:

- The core Cityworks Server AMS software installed on Antioch development environment within Cityworks
- Installation Certification for Antioch signoff of successful installation of Cityworks software (not full configuration).

Task 3: Assumptions:

- Antioch will have a development environment to install Cityworks, license fee paid for Year #1.

Task 3: Estimated Timeframe:

- The initial installation of Cityworks is estimated to require 2-3 weeks once Antioch GIS data is received

Task 3.2: Cityworks AMS Configuration

The goal of this task is to configure Cityworks based on the SD&C Plan and deploy in the Antioch Test environment for review prior to final implementation. The implementation team will take the information gathered and documented and configure the Cityworks database. The configuration of Cityworks will be based on the Cityworks Configuration Document and the SD&C Plan developed from the onsite workshops.

Services for this task will include, but are not limited to:

- Work order or request types
- Work tasks for each work order type
- Employees and labor classifications in that department
- Inventory (material) types
- Major equipment types
- Existing datasets used or slated to be used in the work order or request process
- Samples of service request and work order printout forms
- System Administration
- Login, concepts, data model, viewing
- Print Templates
- Creating and managing call center activities
- Advanced aspects of call center
- Creating and managing problem hierarchy
- General Configuration Issues

Task 3.2: Antioch Responsibility:

- Antioch project manager and key stakeholders for each Function Group, Weekly Progress Meetings (1 FTE's Every Week).

Task 3.2: Timmons Group Responsibilities and Deliverables:

- Updated Cityworks Configuration Document and SD&C Plan.
- Configured software (Cityworks) deployed within Antioch Test environment

Task 3.2: Assumptions:

- Cityworks configuration will be implemented in the chosen environment. Key Antioch staff will have full access to this environment for training and review.

Task 3.2: Estimated Timeframe:

- The configuration of Cityworks per the SD&C Plan will require approximately 6-12 weeks

Task 3.3: Configuration Review Meetings

The implementation team will conduct multiple webinar review workshops of the Cityworks configuration to gather feedback from the Functional Groups. Review workshops will cover the administrative configuration, system tools (service requests, work orders, and inspections), data loading/data migration, and interface.

Task 3.3: Antioch Responsibility:

- Configuration Review Meetings. (2 FTE Hours x 6 Functional Group participants)

Task 3.3: Timmons Group Responsibilities and Deliverables:

- Configuration meeting minutes.

Task 3.3: Assumptions:

- Antioch will ensure attendance by staff and provide review comments within 10 business days or a mutually agreed upon timeframe.

Task 3.3: – Estimated Timeframe:

- The Configuration Review meetings will require approximately 1 day per review

Phase 4 – Report Development

Task 4: Report & Dashboard Development

During our workshops and review meetings with each Functional Group, we will identify the reports & dashboards that are critical to Antioch operations and leverage existing reports when it makes sense or create new reports and/or dashboards as necessary. Our implementation team will use a four-step approach to meet Antioch immediate reporting & dashboard needs and ensuring they will be self-sufficient to create your own reports and dashboards in the future.

1. **Catalog Existing Reports** – Our configuration team will work with Antioch to identify and catalog and prioritize all reports.
2. **Create Identified Reports and/or Dashboards** – Some examples include but are not limited to, the following types of reports/dashboards:
 - o Status of projects within a program.
 - o Current project status and in-flight activities.
 - o Expected, actual, forecast completion dates.
 - o Earned Value Analysis.
 - o Issue status.
 - o Budget.
 - o Risks.
3. **Ad-Hoc and Crystal Server Report Training** – Our implementation team will train the designated Antioch report writers on:
 - o How to best leverage the mycityworks.com website
 - o Developing Ad-Hoc reports
 - o The process of developing additional Crystal reports (not Crystal Reports training). This will be as part of the Admin training.
4. **Report & Dashboard Training** – Our implementation team will train Antioch staff on creating reports and dashboards for Cityworks as well as providing support hours for creating additional reports and/or dashboards after Go Live.

Task 4.1: Antioch Responsibility:

- Antioch will be responsible for assisting our implementation team with the generation of a comprehensive catalog of existing reports. (8-16 hours per Functional Group)
- Review of reports once designed and configured (2-4 FTE hours per Functional Group)

Task 4.1: Timmons Group Responsibilities and Deliverables:

- Modification and development of reports based on a total budgeted allotment of 292 total hours.

Task 4.1: Assumptions:

- Antioch will designate a report writer/s who will work with our implementation team to generate the catalogued list of reports, review reports developed by our implementation team, and be trained on ad-hoc and leveraging Crystal for Cityworks report creation (not Crystal Reports training).
- Timmons Group has applied 292 hours to accomplish the creation of new reports as information provided to make a definitive LOE calculation is not possible at this time.
- Antioch will provide review comments within 10 business days or a mutually agreed upon timeframe

Task 4.1: Estimated Timeframe:

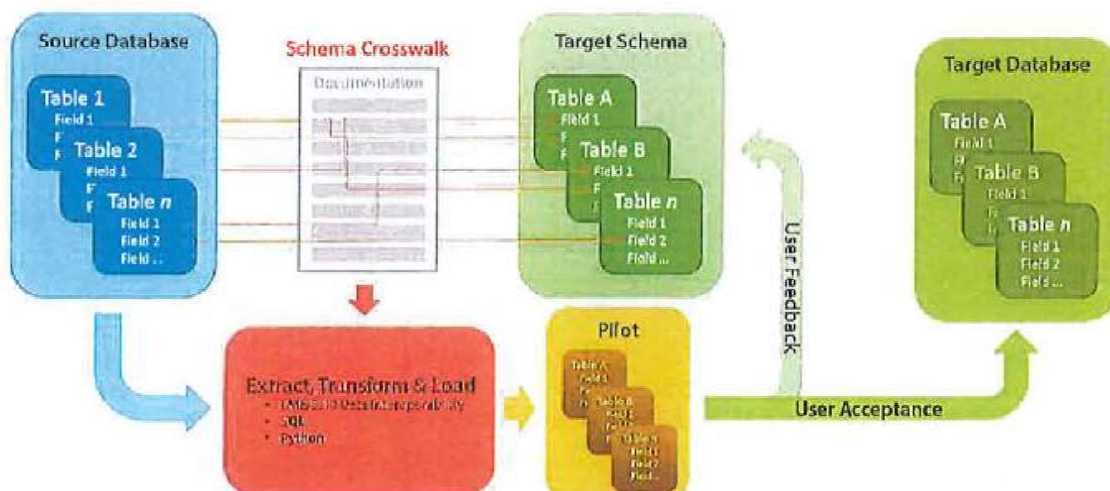
- The development of reports will require approximately 10-14 weeks

Phase 5 -- Data Migration

Task 5.1: Data Migration/Conversion

The data to be converted will consist of existing legacy historical data. Inherent to the process is establishing a strategy to deal with the data that is being managed in what will become a legacy system.

- **Data Migration Approach** - The legacy datasets and systems targeted for possible conversion likely span multiple database schemas, database versions and possibly even database formats, which implies that each will be handled in a unique way. While this is true in many ways, the fundamental approach to successfully migrating data from one system to the other is, in fact, the same.
- **Coordination** - As is evident by this scope of work, the migration effort typically is just one facet of the system implementation and it is our recommendation that it is not undertaken independently. The reason for this is because it is much easier to define possible new locations for legacy data when the core system is being designed. The danger of converting data "down the road" is that there may not be a readily apparent place for data to be migrated to, thus necessitating a core system design change. However, if the City finds it necessary to perform a data migration in a future phase the schema targets should be considered within this scope of services so that the future data migration has a higher chance of not only being successful, but also requiring less effort (cost). The foundation of the proposed Cityworks solution needs to be in place in order for the data migration to be performed, but even then, the conversion may drive specific configuration items and changes. Coordination and communication between the project team members will be an ongoing element of the conversion process that starts with project kickoff and terminates with a successful migration of all data into the production environment.
- **Orientation Workshop** - The conversion process of each legacy system will include a workshop wherein the proposed project team will meet with appropriate City staff to review the specific implementations. The discussions will allow the project team to gain an understanding of how the applications are being used, what data has been recorded. At the same time, details associated with the data required as part of the conversion process will be reviewed, documented and approved. During the workshops, the project team will also initiate the process of gaining access to the underlying database and will work with City staff to gather any available documentation (i.e., system specifications, entity relationship diagrams, etc.) specific to the software and specific versions being reviewed. This information will help to streamline the subsequent navigation and interpretation that will be necessary to perform the migration.



- **Database Schema Crosswalk** - Perhaps the most critical task in a data conversion effort is performing a crosswalk of the source and target schemas to identify and document how various objects between the two systems are related, resulting in a documented "data map" that will guide the migration process. While some of the source systems are well known commercial software packages, the software companies do not typically make database diagrams and workflows publicly available. Data structure even within commercial systems can vary across versions and, more importantly, each implementation can be setup differently based on workflow or data requirements. More data and custom solutions may have an even wider range or completely unknown schema.

As such, the discussions and documentation resulting from the workshops will be critical to the completion of a highly detailed system crosswalk. Throughout the process, additional City input or clarification may be solicited as needed and is vital to ensuring that the resulting data mapping will reflect an accurate foundation for all subsequent activities.

- **Translation Scripting** - Following the schema crosswalks, the project team will develop a series of processes to facilitate the actual migration of the source system data into Cityworks. Depending on the complexity and volume of the source data, the process may be a mix of manual and a scripted solution but will be established in a manner to ensure repeatability. The scripted solutions will be tailored to each specific data conversion effort and may range from native SQL Server scripts to third party migration tools but will ultimately follow a pattern referred to as extract, transform and load (ETL). The ETL approach is common within the GIS industry, but applies much more generically to moving data between systems. The ETL process will be designed as a one-time process that will result in data migrated into a development Cityworks database. *NOTE: (1) The project team will be performing a data translation but will not be completing any data generation as part of this process. (2) While the scripts are being developed and data is being translated into development, Utility departments can use the source systems as always. At the time the data is ready for production conversion, the source systems will need to be taken offline or transitioned into a read only state.*
- **Multi-Staged Execution** - Once the scripts are developed, the project team will test our methodology through a 3-stage process. This process is designed so that after the first data migration run (Draft) we will meet with Antioch to review the data, note issues and errors, edit our scripts and process, and then repeat the process. The 3 stages will be: *Draft Data Migration, Pre-Final Data Migration & Final Data Migration*. Although the details underlying each conversion may vary substantially, automation is assumed based on the volume indicated by Antioch within the RFP. As part of the process, the project team will be analyzing and evaluating the output to identify potential anomalies that are not sufficiently systematic to be detected or trapped by the scripts. The approach to addressing those anomalies will be documented and discussed with Antioch.
- **Validation & Quality Control** - With the conversion process completed against a subset of the data, the project team will perform a series of validation and quality control processes to verify a successful migration. This task will largely focus on back-end analytics that compare data in both the source and target systems but will also consist of front-end testing prior to release to Antioch for testing. Results from this quality control process will be documented and shared with Antioch.
- **Acceptance Testing**- In contrast with the validation and quality control phase, which is based on a review by the project team, the acceptance testing phase offers Antioch staff the opportunity to review the data within the context of the proposed Cityworks system in contrast with the information contained in the source systems. The acceptance testing places more emphasis on the front-end testing, wherein users will interact with, interrogate and visualize data through the Cityworks interface. Feedback will be incorporated into a revision process that will guide modifications to the scripts and processes that initially drove the conversion. Upon completion of the testing process and acceptance by Antioch, the project team will prepare for the production conversion, which will coincide with the release of the proposed system and the retirement of the legacy solutions.
- **Production Conversion** - The production conversion effort will encompass the migration of the full data sets from each of the source systems into Cityworks. The processes established through the crosswalk and encapsulated in the refined translation scripts will be executed as part of the production release management process. The conversion team will coordinate with Antioch to transition the source systems into a static state to ensure that no further data entry occurs that could result in data loss. The automated aspects of the conversion will be applied followed by any documented manual processes that are required to address data anomalies. The production conversion will wrap-up with a coordinated, but truncated, validation sufficient to verify a successful data migration. Based on the preceding step-wise approach with multiple points of quality control and an ongoing feedback loop, the final conversion process is anticipated to adhere to the expectations of the project team and Antioch and will result in a more consolidated system with centralized access to a wealth of historic information.

Task 5.1: Antioch Responsibility:

- *Gather information for data migration requirements (8-16 FTE Hours).*
- *Additional meetings as required (approximately 16 FTE Hours per participant).*

Task 5.1: Timmons Group Responsibilities and Deliverables:

- **Orientation Workshop**
- **Database Crosswalk Schema Document**
- **Conversion of Antioch provided legacy data.**

Task 5.1: Assumptions:

- *Antioch will provide a conference room appropriately sized for the number of participants and review all documentation within 10 business days.*

Task 5.1: Estimated Timeframe:

- *The conversion of the legacy data will require approximately 8-12 weeks*

Phase 6 – Interfacing

Task 6.1: Enterprise System Integration (Interfaces)

The concept of the enterprise system is to create interface points for systems to share appropriate information with other systems. Our team has extensive experience configuring software and systems leveraging Cityworks API's that include Service Request, Work Order, Inspections and metrics, Cityworks SDK, and existing interfaces for numerous customer billing, SCADA, Financial, Fleet Management, Billing, AVL, UDF, leak detection, etc. systems.

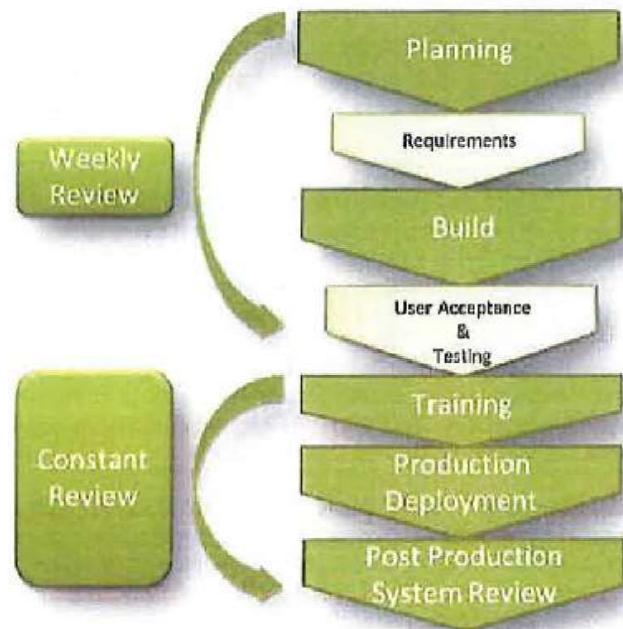
Timmons Group has developed and utilizes a Modified Agile methodology to successfully implement many heterogeneous systems integrations/interfaces. Our methodology is comprised of five (5) primary steps. These steps are a result of our experience with business systems integration and help to ensure a smooth and reliable project lifecycle and production outcome.

The steps include Planning, Build, Training, Production Deployment, and Post Production System Review. These steps ensure that we include everyone and every system of record in the development of detailed requirements for the design of the interface(s). Once the interfaces are developed, a rigorous testing plan will be executed. Upon successful completion of this User Acceptance Testing (UAT), the interfaces are ready for deployment. However, prior to the final production deployment, user training is performed for those impacted directly by the project.

In order to achieve your goals while keeping integration efforts within reason, Timmons Group uses the approach generalized above. We prefer this methodology because we feel it strikes the appropriate balance between developing an integration that is well designed, considers the best technology for achieving the implementation and is fair in regard to the level of effort to both our clients and to ourselves.

- **Planning** – Our planning is comprised of a workshop(s) where we engage our clients and iteratively work through the reasons for the integration, what data needs to flow back and forth (or sometimes in one direction), and how best from a technical perspective of how to achieve this integration (developing requirements). We will then develop to these requirements, use cases/stories and design the necessary workflows that depict the transfer of data between systems. The workshop will typically result in the need to engage the target system vendor, either to procure items such as a database design/schema diagram up to and including engaging their assistance in designing and developing the integration itself. Some of this vendor interaction may have already been established for items such as CCTV, Pavement Management, etc. via a formal or informal business relationship with Cityworks. If it has not, our proposal will reflect the appropriate level of effort required in our estimation to achieving the necessary planning required to move to the next step, building the integration.

- **Build** – In the Build phase of our integration process we will develop sprints that are approximately 1 to 2 weeks in duration that iteratively reflect the use cases/stories and methodology developed during the previous Planning step. During these sprints our team will develop a potentially deliverable component of the integration. This may be something as basic as moving one data item back and forth successfully. Working within this accelerated timeframe, the team will be able to build only the most essential functionality. This methodology encourages the integration team (including client stakeholders) to prioritize the most essential features, focus on short-term goals, and gives our clients a tangible, empirically based view of progress. Because each integration may require multiple sprints, each iteration of work builds on the previous (incremental), often replacing/discarding some of the previous work as more is learned (iterative). During sprint execution the team develops code and automated tests simultaneously using techniques such as Test-Driven Development (TDD), pair programming and continuous integration.



Utilizing an Agile approach minimizes handoffs

and phases as well as testing. Because the testing of the integration is integrated within our development methodology, we need only provide formal testing in regard to an overall system and integration test within the development environment. Once the interfaces are developed, a testing plan will be executed. Upon successful completion of this User Acceptance Testing (UAT), the interfaces are ready for deployment. However, prior to the final production deployment, user training is performed for those impacted directly by the project.

- **Training** – Our team then works with the appropriate stakeholders to train them both at the end user level and also to train one or more stakeholders in how the integration was developed and the management requirements to keep the integration working correctly.
- **Production Deployment** – After the integration has been developed (and tested throughout the development) we move on to deploying the integration into your production environment.
- **Post Production System Review** – Once the integration is in production we will work as a team with our client stakeholders to verify that the integration was successful against the requirements defined during the Planning step. Any identified problems will be addressed and corrected.

The following integrations are included within the required scope of services as well as being quoted within our integration costs:

1. Esri GIS – this is inherent to Cityworks and is possible "out of the box"
2. SeeClickFix

Software	Use	Integration Within Proposed Scope
ESRI ArcGIS	City's GIS	Yes – inherent in Cityworks system architecture
SeeClickFix	City's software solution for collecting constituent complaints, service request data, etc.	Yes

Timmons Group has integrated Cityworks with SeeClickFix in the past with other clients. Timmons Group maintains an informal relationship with SeeClickFix and we anticipate working collaboratively with them for your integration. Timmons Group also maintains a formal business relationship with Rock Solid, a competitor to SeeClickFix of a comparable product named OneView.

The following JavaScript Object Notation (JSON) web services are available for the Cityworks platform:

Attachments	Entity	Preferences
Authentication	Equipment	Public Access
Bookmark	Equipment Cost	Reading
Case Asset	Event Layers	Recent Activity
Case Child Object	Fee Setup	Relates
Case Task Comments	General	Search
Case Task Results	GIS Search	Security
Crew	Holiday	Service Request
Condition	In Box	Storeroom
Codes	Inspection	Tasks
Contractor	Labor Cost	Types
Customer Call	Material	Work Order
Employee	Material Cost	Work Order Template

The following APIs are available for the Cityworks platform:

Citizen Engagement	Metrics	Work Order, Extended
Document Management	Service Request	
Inspections	Work Order, Basic	

A Software Development Kit (SDK) is also available to download and install. It contains some sample DLLs to use to make coding easier if developing in .NET. The JSON web services do not support Windows Authentication. A second site, running Forms Authentication, can be used for the web services if Windows Authentication also needs to run for the main Server site.

Task 6.1: Antioch Responsibility:

- Gather Information for integration needs requirements (8-16 FTE Hours Per integration).
- Additional meetings as required (approximately 16 FTE Hours Per integration per participant).

Task 6.1: Deliverables:

- Workflow Diagram and Application Design Documents
- Configure Integration to Esri GIS
- Tested Interfaces

Task 6.1: Assumptions:

- Antioch will provide a conference room appropriately sized for the number of participants and review all documentation in a timely manner.

Task 6.1: Estimated Timeframe:

- The completion of the integrations to Cityworks will require approximately 6-10 weeks per integration

Phase 7 – Testing

Task 7.1 Develop Testing and Acceptance Plan

The implementation team will work with Antioch to develop and administer a Testing and Acceptance Plan that addresses user Acceptance testing (UAT). Testing and Acceptance Plan objectives shall remain consistent with the application functionality detailed in the System Design and Configuration Plan and Application Design Document (for enterprise interfaces). The Testing and Acceptance Plan will address, in sufficient detail (as collectively deemed by the Antioch and the implementation team) the elements required to support the Antioch testing of the Cityworks software functionality and database configuration, security matrix, documentation of application performance issues/errors experienced during the testing, documentation of the resolutions to noted issues/errors, and certification and acceptance of the final deliverable database configuration and software functionality.

The test server and final production server environments will be measured against the results of the testing performed in accordance with this Testing and Acceptance Plan (for UAT only), and it is the baseline to which the scoped projects tasks will adhere. The Testing and Acceptance Plan (UAT only) shall be subject to the review and acceptance as to its

reasonableness for its intended effort, which is defined herein as the ability to support the logical and thorough testing of the Cityworks application functionality, platform stability, and database configurations.

Upon completion of development of the Testing and Acceptance Plan (UAT only), the Team shall submit said plan to Antioch for review and approval. It is important for Antioch staff to review the draft plan for technical accuracy and completeness. Our configuration team will update the Draft Testing and Acceptance Plan, incorporating Antioch comments and re-submit said plan as Final.

Task 7.1: Antioch Responsibility:

- Review and comment on plan - (4 -8 FTE Hours Per Functional Group)
- Identify and assign for user Acceptance Testing (UAT)
- Perform UAT

Task 7.1: Timmons Group Responsibilities and Deliverables:

- Testing and Acceptance Plan drafts and final.
- Addressing functional requirements not met/revealed by UAT that do meet defined functional requirements

Task 7.1: Assumptions:

- Antioch will review all documentation within 10 business days or mutually agreed upon timeframe.

Task 7.1: Estimated Timeframe:

- The development of the Testing & Acceptance Plan will require 4-6 weeks

Task 7.2: Acceptance Testing

Prior to Go-live there will be a thirty (30) day acceptance testing period (the acceptance period is flexible based on input from the City's Project Manager). During this period Antioch will test the Cityworks implementation and identify issues and opportunities. The Testing and Acceptance Plan will frame and guide Antioch through the testing process.

Task 7.2: Antioch Responsibility:

- Antioch Project Manager will work with staff to implement the Testing and Acceptance Plan (8 FTE hours per participant).

Task 7.2: Timmons Group Responsibilities and Deliverables:

- Testing Plan, results, and remediation. Review test results
- Volume/Stress Testing Report

Task 7.2: Assumptions:

- Antioch will be prepared to work through the Testing and Acceptance Plan and complete within a thirty (30) day period.

Task 7.2: Estimated Timeframe:

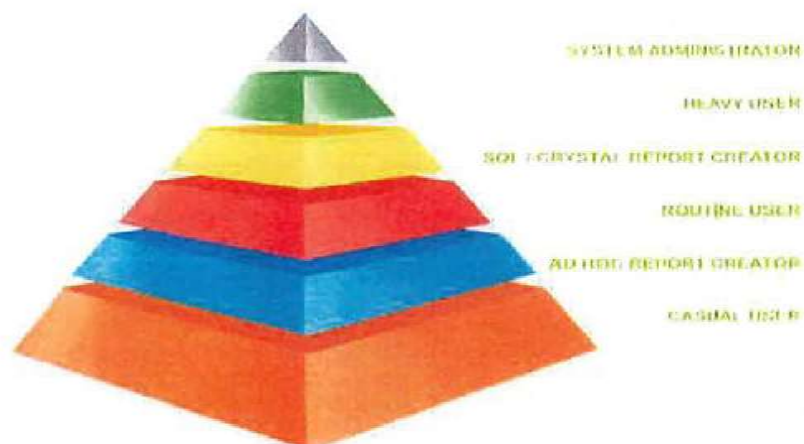
- The configuration remediation will require approximately 2-4 weeks

Phase 8 – Training

Task 8.1: Onsite Training

During each onsite meeting (kickoff, workshops, configuration review, etc.) Our implementation team will consistently expose Antioch staff to Cityworks and basic workflows within the software. This incremental training augments the training performed after final configuration. Our implementation team, in conjunction with Antioch's Project Manager and key stake holders, will devise a training plan specific to your environment and data. The approach to developing this plan is detailed below.

Our training plans are unique to each Cityworks implementation client and



are designed around each client's unique configuration. During each onsite meeting (kickoff, workshops, configuration review, etc.) Our Team intentionally exposes Antioch staff to Cityworks and basic workflows within the software. This does not replace but augments the training performed after final configuration.

Our implementation team, in conjunction with Antioch's Project Manager and key stake holders, will devise a training plan specific to Antioch's environment and data. A pro-active training plan will ensure that Antioch staff is equipped to undertake the system utilization and maintenance tasks immediately upon receipt of the system.

The training plan will include:

- Product training curriculum descriptions
- Listing of instructors
- Training Materials
- Antioch responsibilities
- Schedule

This training plan will be used as a guide—but may be modified when necessary to support the goals and techniques of your staff resources.

Cityworks training is modular. Students attend those sections that are relevant to the type of work that they are performing. All courses include relevant materials and sample data. Antioch will need to identify who will be trained based upon the criteria and needs that will have been identified during the Configuration Workshops.

Training will be developed for the following user types (along with the Casual User and Report training identified earlier in the proposal):

- Routine User – Staff who will have the ability to update a request/work order after the crew has completed their work
- Heavy User – Staff who will create work orders, schedule work orders, create PM's, maintain the parts, create reports and generally will have the ability to use the whole system based on their security level
- System Administrator – Staff who have full system access and be responsible for the daily operations and maintenance of the Cityworks environment

It is assumed that Antioch will provide the training facility including computers and a high-resolution computer screen projector. Coming into training, the users will need to possess basic functional knowledge of Personal Computers and Windows.

Training Module	Course Description	Duration	User Group Level	Course Prerequisites
Introduction to Cityworks	Cityworks® Introduction. Course is designed to give an overview of Cityworks functionality from an end user's point of view. Users will learn basic operations within ArcMap, the Cityworks toolbar and functions, along with the creation of Service Requests and Event Layers.	Ongoing during Workshops and Configuration Reviews	Casual Group Users	N/A
Cityworks Report Creating and Writing	Cityworks® Reporting with Crystal. Expose students to the Cityworks Report Engine to produce concise summary reports including Ad Hoc Reports, Predefined Reports, and Budget Reports. Cover Crystal Reports basics; becoming familiar with the tool bars and basic functionality. Students will work hands-on to create basic Crystal reports.	4 hours each class	Ad Hoc Report Creator and Crystal Report Writer	N/A
Service Requests	Cityworks® Service Requests Creating and processing Service Requests. Adding labor, submitting, searching, canceling, closing, combining, geo-locating and reports. Associating to projects and work orders.	4 hours each class	Routine and Heavy Users	Intro to Cityworks

Work Orders	Cityworks® Work Orders Creating and processing Work Orders and Tasks. Adding labor, material, and equipment. Submitting, searching, canceling, closing, scheduling, repeating, geo-locating and reports. Associating to projects and service requests.	8 hours each class	Routine and Heavy Users	Intro to Cityworks
Permits	Cityworks® Permitting The course will cover user management, permit/case/license template configuration, workflow setup, fee configuration, custom case data fields, and basic reporting using Crystal Reports. Throughout the course, training staff will share example workflows and data from existing clients, as well as best business practices in Cityworks PLL configuration.	8 hours each class	Routine and Heavy Users	Intro to Cityworks
Designer and System Administration	Cityworks® Designer and System Administration Covers system and database administration issues such as software installation, user accounts, security, code table creation, work order and service request templates and resource (labor, material, equipment) hierarchies, table creation, and permits. Includes a review for GIS personnel as well; covers items needed to successfully manage the setup and maintenance of the GIS for Cityworks® use.	8 hours each class	System Administrators	ArcGIS & Intro to Cityworks

Ongoing Training Options:

Timmons Group and Cityworks offer the following ongoing training options:

- 1) Timmons Group can provide any customized training upon demand based upon a flat rate of \$145 per hour and associated expenses to provide training either on-site, or via WebEx to Antioch staff. This training could be repeats for previously provided training or the development of and delivery of newly identified training needs.
- 2) Cityworks (Azteca Systems, Inc.) Has several options for product related training. Virtual campus, Training at Cityworks locations (including Dallas, TX, West Bend, WI, Tampa, FL & University of Wisconsin- Madison) or at City location by Cityworks trainers. These options can be found here: <http://www.cityworks.com/tag/training/>

Our implementation team assumes that Antioch will be able to provide the necessary training facilities to conduct onsite training. Cityworks training is modular. Students attend those sections that are relevant to the type of work that they are performing. All courses include relevant materials and sample data. Our implementation team will provide training based on the requirements set forth in the training plan. Antioch will need to identify who will be trained based upon the criteria and needs that will have been identified by this point.

Task 8.1: Antioch Responsibility:

- Assist in development and review of a training plan (4 FTE Hours per reviewer).
- IT Staff & identified Administrator Training (24 FTE hours per participant)
- Attend training (10-12 FTE hours per participant)

Task 8.1: Timmons Group Responsibilities and Deliverables:

- Training Plan and Training Documentation
- Conduct Administrator Training – 24 hours in duration (Three 8-hour classes on consecutive days)
- Conduct 40 hours of End-user Training, classes, class duration, etc. to be per Training Plan

Task 8.1: Assumptions:

- Antioch will provide a conference or training room appropriately sized for the number of participants.
- Antioch will ensure attendance by identified staff.
- Antioch staff attending training should have basic functional knowledge of computers and the windows operating system.

Task 8.1: Estimated Timeframe:

- Training will require approximately 6-8 weeks

Phase 9 – System Deployment

Task 9.1: Migrate Cityworks Server configuration from Development to Production

Our implementation team will work with Antioch IT staff to install and configure the Cityworks software on the production environment and migrate the Cityworks configuration from the development environment to a Test environment. Our implementation team will work directly with the Antioch's Project Manager to verify that all core system components (servers, clients, RDBMS, networking devices, and supporting software programs) are installed and appropriately configured. Our implementation staff will facilitate Cityworks software installation, set-up, and configuration.

Task 9.1: Antioch Responsibility:

- Executed agreement for off-site hosted services for Cityworks installation and configuration.
- Antioch Information Systems resources as required for software installation (approximately 4-8 FTE hours)

Task 9.1: Timmons Group Responsibilities and Deliverables:

- Cityworks configuration files migrated from the development environment.

Task 9.1: Assumptions:

- Antioch IT Department will ensure that software, hardware, and network connectivity meets Cityworks implementation specifications on the client (Antioch) side, as specified in the Core System Design Plan.
- Antioch IT staff will be available to assist our implementation team during Cityworks installation.

Task 9.1: Estimated Timeframe:

- The installation of Cityworks in Antioch Test environment will require approximately 1 week

Task 9.2: Final Product Configuration

Our implementation team will conduct the final product configuration based on the System Design and Configuration Plan and Testing and results of the acceptance testing. Our implementation team will provide documentation for the key aspects of this project and Cityworks components. Proposed documentation is summarized below:

- **Cityworks Configuration Document** – Early on, our configuration team with Antioch input, will develop a Cityworks Configuration document that is maintained through the life of the project.
- **Project Management Plan** – Our Team will develop and maintain a project plan that includes the scope of project services (and any changes), budget, schedule, risk management and communication approach.
- **Cityworks® Server Software** – Azteca Systems, Inc. Provides standard documentation for the latest product release. Separate documentation is provided for system administration and end users.
- **SD&C Plan** – Timmons Group will provide a copy of the plan resulting from the review, analysis and documentation of the organization and its current workflows, data sets, IT system and applications, system interface needs, output requirements, and public access and service request needs.
- **System Integration and Data Conversion specific documentation.**
- **Training Materials** – Timmons Group will provide a copy of the training plan and all training documents used during casual user, routine user, heavy user, ad-hoc reporting, management, and system administrator training.
- **Testing and Acceptance Plan** – Timmons Group will prepare and deliver a copy of the test plan and test results report to be used for system certification and acceptance by Antioch.

Task 9.2: Antioch Responsibility:

- Final review and acceptance of configuration (40 FTE hours)

Task 9.2: Timmons Group Responsibilities and Deliverables:

- All project documentation developed to date.

Task 9.2: Assumptions:

- Antioch will receive all documentation in digital format.

Task 9.2: Estimated Timeframe:

- The final configuration of Cityworks per the SD&C Plan will require approximately 3-6 weeks

Phase 10 – Go Live

Task 10.1: Go Live

Having successfully completed all system upgrades, testing/acceptance procedures, production environment initialization, and Go-Live preparation tasks specified above, the system is deemed prepared for Go-Live. Once end-user access has been configured/re-directed to the newly initialized production environment, the system is deemed to be in "Live" status. Antioch Cityworks users will now be executing work management tasks in a live configured Cityworks production

environment. After thirty (30) consecutive days of initialization of the production environment, Antioch shall generate a certificate signifying the Cityworks application functionality and database configuration is operational in a "Live" production capacity. Antioch's Project Manager shall sign said "Go-live Certificate" and submit it to Timmons Group.

The following will be deliverables of this task:

- 1) Go-Live and Stabilization Plan – detailed task plan including a readiness checklist and resource assignments to support moving the Cityworks software from test to production environments.
- 2) Technical Operations manual – detailed task plan including a readiness checklist and resource assignments to support moving the Cityworks software from test to production environments, including a data load, conversion plan and a contingency plan in the event that Go Live should fail
- 3) End User Manual – online or hard copy documentation that supports Antioch specific use of the software and provides guidance for maintenance and configuration activities

Task 10.1: Antioch Responsibility:

- Identify any issues in system and work with configuration team to modify as necessary. (40 FTE hours per participant)

Task 10.1: Timmons Group Responsibilities and Deliverables:

- Last minute configuration and document modifications.
- Go-Live & Stabilization Plan
- End user manual
- Configured licensed Cityworks software in Production Use

Task 10.1: Assumptions:

- Work through the project portal to resolve and issues.

Task 10.1: Estimated Timeframe:

- Go-Live and project close-out will require approximately 2-3 weeks

Task 10.2 On-Site Coaching (Go-Live support)

Our team will provide three days (24 hours) of on-site assistance for the users in their day-to-day activities in using the Cityworks software. Once the software is on-line, the configuration staff will be on-site to assist users as they encounter day-to-day transactions. The purpose for this is to work with users on an individual basis as they use Cityworks in their daily duties to discover and resolve configuration problems, training lapses or other issues that are keeping users from getting the most from the software.

Task 10.2: Antioch Responsibility:

- Identify any additional functionality, reports, etc. Desired and communicate this to the Timmons Group

Task 10.2: Timmons Group Responsibilities and Deliverables:

- 24 hours of on-site Go-Live support

Task 10.2: Assumptions:

- Work through the Timmons Group PM for ad-hoc support.

Task 10.2: Estimated Timeframe:

- Go-Live is one week
- Ad-hoc is TBD

Optional Ad-Hoc Support (Stabilization Services)

Once the system has been rolled out and is being used, our team will provide 80 hours of remote and on-site ad-hoc support to address any configuration, implementation, or software installation matters that may arise. For example, these might include the redesign of printout forms or changes in the content of the work management portion of the Cityworks® Server AMS database. Antioch will have one year to utilize the remote support by department or functional group for the services provided.

ATTACHMENT C – CITYWORKS SOFTWARE QUOTE Q-11819-1



Azteca Systems, LLC - Cityworks
11075 S. State St, Suite 240 Sandy, UT 84070
(801) 523-2731 Fax # (801) 523-3734

Quote Number Q-11819-4
Created Date 3/17/2021
Expiration Date 5/1/2021

Contact Information

Contact Name: Brandon Peters

Prepared By
Name:

Jarrod Gerbaud

Customer: Antioch, CA

Prepared By
Phone:

(801) 523-2751

Contact Address:

Quote Lines

Product Name	Quantity/ Population	Net Unit Price
ELA - Server AMS Custom	1.00	USD 60,000.00
TOTAL:		USD 60,000.00

Notes

Year 1 Dollar Value	USD 60,000.00	Year 1 Date Range	05/01/2021 - 04/30/2022
Year 2 Dollar Value	USD 71,250.00	Year 2 Date Range	05/01/2022 - 04/30/2023
Year 3 Dollar Value	USD 82,500.00	Year 3 Date Range	05/01/2023 - 04/30/2024

Quote Notes:

Server AMS Custom Cityworks Departmental Enterprise License Agreement (ELA). Includes Unlimited Quantities of the Identified Products for Department of Public Works and Utilities Department Only:

Office

Respond

Mobile Native Apps (for iOS/Android)

—Includes the following Add-ons:

Storeroom

eURL (Enterprise URL)

Workload

Operational Insights

CCTV Interface for PACP

Citizen Engagement API

Local Government Templates (LGT)

Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Annual fee herein is based on 100,001 - 150,000 population range

Discounts as follows:

Year 1 - 27% Software Discount

Year 2 - 13% Software Discount

Terms and Conditions

Payment Terms

Payment due within 30 days

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

CITYWORKS® SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

This Software License and Maintenance Agreement ("Agreement") is made by and between Azteca Systems, LLC ("Azteca Systems" or "Azteca") a Delaware limited liability company, with a place of business set forth on Addendum #1 below, and **City of Antioch, California**, (hereinafter referred to as "Licensee" or "Customer"), using certain of Azteca Systems Licensed Products. This Software License and Maintenance Agreement is effective upon the date of signature by Licensee below (the "Effective Date").

Azteca Systems Products are licensed under the terms and conditions of this Agreement. This Agreement, when executed by the Licensee and Azteca Systems, as licensor of the Software, or the Online Services, and Documentation licensed under this Agreement, will supersede any previous agreements.

This Agreement includes (i) this Software License and Maintenance Agreement, (ii) Addendum #1 – Product Licensing, (iii) Addendum #2 – Standard Maintenance and Support, (iv) Addendum #3 – Third-Party Contractor Acknowledgment, and (v) Addendum #4 – Licensee Insurance Requirements.

This Agreement may be executed in duplicate by the Parties. An executed Agreement, modification, amendment, or separate signature page shall constitute a duplicate if it is transmitted through electronic means, such as fax or email, and reflects the signing of the document by any Party. Duplicates are valid and binding even if an original paper document bearing each Party's original signature is not delivered.

ARTICLE 1—DEFINITIONS

1.1 Definitions. The terms used are defined as follows:

- a. "Agreement" means this Software License and Maintenance Agreement between Azteca Systems and Licensee, inclusive of all schedules, exhibits, attachments, addenda, and other documents incorporated by reference.
- b. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account username and password, or other mechanism required for use of a Product.
- c. "Authorized User" or "User" shall mean: (i) a direct user of the Licensed Products, including but not limited to Licensee's employees; (ii) Licensee's consultants who have agreed to maintain the Licensed Property in confidence and use it only for the benefit of Licensee, or (iii) members of the public gaining access to, and only limited use of, the Licensed Products via the Software's public web portal (if applicable). Other than limited use of the Products through the software's web portal, the public is not considered an authorized user.
- d. "Beta" means any alpha, beta, or other prerelease version of a Product.
- e. "Client Data" means the data provided or inputted by or on behalf of Licensee, including personally identifiable information, for use with the Software.
- f. "Cloud Services" means both Azteca Systems Managed Cloud Services and Online Services.
- g. "Covered Software" shall mean the particular Cityworks Software, scripts, interfaces and custom code identified in Addendum #1.
- h. "Concurrent Use License" means that Licensee may install and use the Software on computer(s) on a network, but the number of simultaneous users (logins) may not exceed the number of licenses required.
- i. "Testing Server License" means a license that authorizes Licensee to install and use the Software on a server in Licensee's internal use to provide testing License rights prior to deployment.
- j. "Documentation" means all user reference documentation that is supplied to the Licensee by Azteca Systems pursuant to this Agreement for aiding or enabling the use of the Software and is deemed to include any Azteca Systems-provided revisions thereof.
- k. "Internal Use" means use of the Licensed Products by employees of Licensee in Licensee's internal operations but does not include access of the Licensed Products by or use of the Licensed Products in the provisions of services to Licensee's clients or customers. Internal Use also includes use of the Licensed Products by contractors of Licensee, including contractors providing outsourcing or hosting services, as long as Licensee assumes full responsibility for the compliance with this Agreement in such use. Use of the Licensed Products (or any part thereof) for the benefit of others, whether by means of a software as a

service offering, service bureau application, application service provider, outsourcing, or other means of providing service to any third party shall not be considered Internal Use.

- l. "Licensed Products" or "Products" shall mean the portion of the Cityworks Software and the Documentation to which Licensee has purchased a License as identified in Addendum #1 attached hereto. Licensed Products shall include any updates or upgrades to the Licensed Products that Azteca Systems may at its discretion deliver to Licensee. Products includes but is not limited to Software and Documentation licensed under the terms of this Agreement.
- m. "Login" means a license that allows Licensee to permit a single authorized named end user to use the Software, Data, and Documentation installed on a server and accessed from a computer device.
- n. "Malicious Code" means software viruses; worm time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.
- o. "Named User(s)" is Licensee's employee, agent, consultant, or contractor to whom Licensee has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product or subscription to Online Services for Licensee's exclusive benefit.
- p. "Online Services" means the commercially available, internet-based asset management system that Azteca Systems provides (commonly known as Cityworks Online), including applications and associated APIs, for storing, managing, publishing, and using maps, data, and other information. Online services exclude Data and Content.
- q. "Online Services Subscription" means a limited-term subscription conveying the right for one or more named users to access and use Online Services.
- r. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
- s. "Preview" means any alpha, beta, or prerelease Product.
- t. "Product(s)" means Software and Documentation licensed under the terms of this Agreement.
- u. "Sample(s)" means sample code, sample applications, sample add-ons, or sample extensions of Products.
- v. "Server" means each single instance of an operating system, whether physically installed on a computer or within a virtualized environment.
- w. "Software" or "Cityworks Software" means all or any portion of Azteca Systems proprietary software technology, excluding data, accessed or downloaded from an Azteca Systems (Cityworks) authorized website or delivered on any media in any format including backups, documentation, updates, upgrades, and service packs. Without limitation, the Software is deemed to include any alpha, beta, prerelease or restricted version(s), or final commercial release(s), provided in source, object, or executable code format(s), inclusive of backups, updates, service packs, sample code, or merged copies permitted hereunder or subsequently supplied under this Agreement. Unless otherwise indicated by the context herein, the term Software is also deemed to include its associated Documentation.
- x. "Standard Maintenance" or "Maintenance Addendum" shall mean the Standard Software Maintenance & Support Addendum #2.
- y. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or maintenance basis as specified herein.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

All Azteca Systems Offerings are the copyrighted works of Azteca Systems. Azteca Systems or its licensors own the Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights, including trade secrets. This Agreement does not transfer ownership rights of any description in the software, materials, products, or services to Licensee or any third party. Licensee agrees to use reasonable means to protect Products from unauthorized use, reproduction, distribution, or publication. All rights not specifically granted in this Agreement are reserved to Azteca Systems and its licensor(s). Azteca Systems does not acquire any rights in Customer Content under this Agreement other than as needed to provide Azteca Offerings and Services to Customer.

ARTICLE 3—GRANT OF LICENSE

- 3.1 **Grant of License.** Subject to the terms of this Agreement, Azteca Systems grants to Licensee a personal, nonexclusive, nontransferable license solely to use the Products as set forth in Addendum #1 – Product Licensing (i)

for which the applicable license fees have been paid; (ii) for Licensee's own internal use; (iii) in accordance with this Agreement and the configuration ordered by Licensee or as authorized by Azteca Systems; and (iv) for the applicable Term or until terminated in accordance with Article 5. License types may include, but are not limited to Login, Workgroup, Departmental, ELA (Enterprise License) licenses. Licensee may allow Third-Party Contractors to access and use the licensed Software, provided Licensee and Third-Party Contractor agree to and are bound by the terms set forth in Addendum 3. In addition to the Scope of Use in Article 4, Addendum #1 – Product Licensing which applies to specific Products, Addendum #2 – Standard Maintenance and Support, and Addendum #3 – Third-Party Contractor Acknowledgment (if applicable) collectively, are incorporated by reference into this Agreement.

- a. *Software.* Use and license for specific Software products are set forth in Addendum #1– Product Licensing, which is incorporated by reference.
- b. *Maintenance.* Maintenance terms are set forth in Section 9.11 below and in Addendum #2 – Standard Maintenance and Support, which terms are incorporated by reference.
- c. *Third Party Contractor.* Terms of use for Third-Party Contractor software usage (if applicable) are set forth in Addendum #3 – Third-Party Contractor Acknowledgment, which is incorporated by reference.

3.2 Delivery. Unless otherwise agreed, Azteca Systems shall provide an electronic link to make available to Licensee the Licensed Products by electronic download and a license key to activate the Licensed Products.

ARTICLE 4—SOFTWARE AND ONLINE SERVICES

4.1 Software Terms of Use

- a. For Products delivered to Licensee, Licensee may:
 1. Install, access, and store Products on electronic storage device(s);
 2. Make archival copies and routine computer backups;
 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed the Licensee's licensed quantity; thereafter, Licensee shall not use more Software in the aggregate than Licensee's total licensed quantity; and
 4. Move the Software in the licensed configuration to a replacement server.
- b. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Azteca Systems and its licensors: "Portions of this document include intellectual property of Azteca and its licensors and are used herein under license. Copyright © [Licensee will insert the actual copyright date(s) from the source materials] Azteca Systems, LLC. and its licensors. All rights reserved."
- c. *Consultant or Contractor Access.* Subject to Section 3.1 and Addendum #3, Azteca Systems grants Licensee the right to permit Licensee's Third-Party Consultants or Contractors to use the Products exclusively and solely for Licensee's benefit. Licensee must comply with terms and provisions of Addendum #3 and provide a copy to Azteca Systems. Licensee shall be solely responsible for compliance by Third-Party Consultants and Contractors with this Agreement and shall ensure that the Third-Party Consultant or Contractor discontinues Product use upon completion of work for Licensee. Access to or use of Products by Third-Party Consultants or Contractors not exclusively for Licensee's benefit is prohibited.

4.2 Online Services Terms of Use

- a. **Use of Online Services** is also subject to the Cloud Services Terms found in Addendum #2.
- b. **Modification of Online Services.** Azteca Systems may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Azteca Systems may, at its discretion, attempt to repair, correct, or provide a

workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and Azteca Systems will issue a prorated refund.

4.3 Named User Licenses. Except as expressly set forth in this Agreement, the following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

a. Named Users.

1. Named User login credentials are for designated users only and may not be shared with other individuals.
2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.

4.4 Limited-Use Programs.

a. Trial, Evaluation, and Beta Programs. Products acquired under a trial, evaluation, or beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.

b. Educational Programs. Licensee agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Licensee shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.

c. Other Azteca Systems Emergency or Limited-Use Programs. If Licensee acquires Products under any limited-use program not listed above, Licensee's use of the Products may be subject to the terms set forth in the applicable launching page, letter, or enrollment form or as described on Azteca's website in addition to the nonconflicting terms of this Agreement.

4.5 Uses Not Permitted. Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not:

- a. Sell, rent, lease, sublicense, lend, assign, or time-share Licensed Software or Products;
- b. Permit persons other than Authorized Users to access or use the Licensed Products (or any part thereof);
- c. Act as a service bureau or Commercial ASP;
- d. Use Software, Data, or Documentation for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service);
- e. Redistribute Software, Data, or Online Services to third parties, in whole or in part, including, but not limited to, extensions, components, or APIs;
- f. Distribute Authorization Codes to third parties;
- g. Reverse engineer, decompile, or disassemble Products;
- h. Make any attempt to circumvent the technological measure(s) that controls access to or use of Licensed Products;
- i. Upload or transmit content or otherwise use Products in violation of third-party rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
- j. Remove or obscure any Azteca Systems (or its licensors') patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
- k. Unbundle or independently use the individual or component parts of Software or Online Services;
- l. Incorporate any portion of the Software into a product or service that competes with the Software;

- m. Publish the results of benchmark tests run on Software without the prior written permission of Azteca Systems; or
- n. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Software in a manner that would subject such code or any part of the Software to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

ARTICLE 5—AZTECA SYSTEMS MANAGED CLOUD SERVICES

5.1 Definitions. The following are supplemental definitions provided in Article 1.

- a. "Azteca Managed Cloud Services" means the hardware, Software, Data, network platform that Azteca Systems or its third-party supplier provides as part of Azteca Managed Cloud Services.
- b. "Hosting" means the business of housing and making accessible Licensee Content via the internet.

5.2 Provision of Azteca Managed Cloud Services.

- a. **General Terms.** Use of Azteca Systems Managed Cloud Services is subject to the Cloud Services terms found in Addendum #2 of this Agreement.
- b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Azteca Systems changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
- c. **Compensation and Expenses.** Azteca Systems will invoice Customer annually for the Azteca Systems Managed Cloud Services to be provided the upcoming year. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Azteca Systems or removal of Customer Content from the Azteca Systems Managed Cloud Services environment.
- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Azteca Systems if Customer Content includes personally identifiable information.
- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Azteca Systems Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Azteca Systems Offering to be (i) disclosed or distributed in source code form, (ii) made available free of charge to third parties, or (iii) modifiable without restriction by third parties.
- g. **Monitoring.** Licensee will provide information and other materials related to its Licensee Content as reasonably requested by Azteca Systems or its Hosting partner to verify Azteca's or Licensee's compliance with this Agreement. Azteca Systems or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Licensee Content solely for the purpose of verifying compliance with this Agreement.

ARTICLE 6—TERM AND TERMINATION

6.1. The initial term of this Agreement will begin on the Effective Date, or upon such latter dates set forth in Addendum #1, and in each case provided a valid purchase authorization is issued. This Agreement may then be renewed annually by payment of the then current maintenance fees for the next annual maintenance period as set forth in Addendum #1. Azteca Systems shall provide Licensee approximately 90 days' notice prior to expiration of the then current term and shall provide Licensee an invoice/quote for the renewal term. Licensee shall sign the quote/invoice or otherwise provide written notice of its intent to renew, or this Agreement shall terminate at the end of the current term.

6.2. Either party may terminate this Agreement or any Product license for a material breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination shall be deemed to have immediate effect for a material breach that is impossible to cure.

6.3. Termination by Licensee. In the event that either funding from Licensee or other sources is withdrawn, reduced, or limited, or the authority of Licensee to perform any of its duties is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement, Licensee may terminate subsequent Term Maintenance Periods by giving Azteca Systems thirty (30) days' written notice prior to the end of the current Term Maintenance Period. The effective date of such termination will be the start of the subsequent Term.

6.4. Termination by Azteca Systems. Azteca Systems may terminate this Software License and Maintenance Agreement and/or any license granted hereunder if:

- a. Licensee violates its obligations under this Software License and Maintenance Agreement and fails to cure the breach within thirty (30) days after Azteca Systems' written notification, provided however, that no cure period prior to termination will be required as noted in section 6.2.
- b. Licensee ceases to do business in the ordinary course, or becomes insolvent, enters bankruptcy, reorganization, composition or other similar proceedings under applicable laws, whether voluntary or involuntary, or admits in writing its inability to pay its debts, or makes or attempts to make an assignment for the benefit of creditors. Such termination shall be effective upon notice to such party or as soon thereafter as is permitted by applicable law.

6.5. Upon termination of the License and Maintenance Agreement, all Product licenses granted hereunder terminate as well. Upon termination of a License or the Software License and Maintenance Agreement, Licensee will (i) stop accessing and using affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Azteca Systems.

6.6. If this Agreement is terminated per section 6.3, the Licensee is only liable for payment required by the terms of this Agreement for license, maintenance, and support services rendered or products and software received and accepted prior to the effective date of termination.

6.7. Except for termination for breach by Licensee under 6.2, upon termination Licensee shall then return to Azteca Systems all of the Software, related modules, related updates, and any whole or partial copies, codes, modifications, and merged portions in any form. Azteca will then, for no additional charge to Licensee and at Licensee's option, either grant a license to the Licensee for a period of one (1) year, which will allow Licensee to retain the ability to access records and data contained in the Software, or allow Licensee to create digital copies of all files needed by the Licensee for the same period. If Licensee needs to retain access to records or data for a period longer than one (1) year, in order to transfer data to another system, Azteca will consider reasonable requests to extend beyond one (1) year.

6.8. If Licensee has an Online Services Subscription, Managed Cloud Services, or Online Services Product, then upon termination, except for breach by Licensee under 6.2, Azteca Systems will provide Licensee the ability for 30 days to download, backup, or otherwise archive all Licensee Data.

6.9. The parties hereby agree that all provisions which operate to protect the intellectual rights of Azteca Systems shall remain in force should breach or termination of any kind occur.

ARTICLE 7—LIMITED WARRANTIES AND DISCLAIMERS

7.1 Limited Warranties. Except as otherwise provided in this Article 7, Azteca Systems warrants for a period of ninety (90) days from the date Azteca Systems issues the Authorization Code enabling use of Software and that the unmodified Software will substantially conform to the published Documentation under normal use and service.

7.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and beta Products are delivered "as is" and without warranty of any kind.

7.3 Disclaimers.

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the internet or to regulation of the internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Azteca Systems is not responsible for any third-party website or third-party content that appears in or is referenced by Azteca Systems Products or Azteca Systems websites, including www.cityworks.com and www.mycityworks.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

7.4 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Azteca Systems disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property rights. Azteca Systems is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Licensee Content caused by Licensee's modification of any Azteca Systems Product or Service other than as specified in the Documentation. Azteca Systems does not warrant that Products and Services hereunder or Licensee's operation of the same, will be uninterrupted, error free, fault-tolerant, or fail-safe or that all nonconformities can or will be corrected. Products are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property/environmental damage. Licensee should not follow any suggestions or instructions that appear to be hazardous, unsafe, or illegal. Any such use shall be at Licensee's own risk and cost.

7.5 Exclusive Remedy. Licensee's exclusive remedy and Azteca Systems' entire liability for breach of the limited warranties set forth in this Section shall be limited to replace any defective media; (i) repair, correct, or provide a workaround for the applicable Products or Services and subject to the Azteca Systems Maintenance Services and Support Addendum; or (ii) at Azteca Systems election, terminate Licensee's right to use and refund the fees paid for Azteca Systems Products or Services that do not meet Azteca Systems limited warranties, provided that Licensee uninstalls, removes, and destroys all copies of Software or Documentation; ceases using the Software or Online Services; and executes and delivers evidence of such actions to Azteca Systems.

ARTICLE 8—LIMITATION OF LIABILITY

8.1 Disclaimer of Liability. Neither Licensee, Azteca Systems, nor any Azteca Systems distributor or third party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding two times the applicable license fees paid for the current Term support period, or two times the current Subscription fees, or two times the Services fees actually paid to Azteca Systems for the Azteca Systems Products or Services giving rise to the cause of action.

8.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Licensee's infringement, misuse, or misappropriation of Azteca Systems or Azteca Systems licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

8.3 Applicability of Disclaimers and Limitations. Azteca Systems (or its authorized distributor if any) has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

8.4 The foregoing warranties, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Licensee's jurisdiction. Licensee may have additional rights under law that may not be waived or disclaimed. Azteca Systems does not seek to limit Licensee's warranty or remedies to any extent not permitted by law.

ARTICLE 9—INDEMNIFICATIONS

9.1 Definitions. The following definitions supplement the definitions provide in Article 1:

- a. "Claim" means any claim, action, or demand by a third party.
- b. "Indemnitees" means Customer and its directors, officers, and employees.
- c. "Infringement Claim(s)" means any Claim alleging that Customer's use of or access to any Azteca Systems Products or Services infringes a patent, copyright, trademark, or trade secret.
- d. "Loss(es)" means expenditure, damage award, settlement amount, cost, or expense, including awarded attorney's fees.

9.2 Infringement Indemnity.

- a. Azteca Systems will defend, hold all indemnitees harmless from and against any Loss arising out of an Infringement Claim.
- b. If Azteca Systems determines that an Infringement Claim is valid, Azteca Systems may, at its expense, either (i) obtain rights for Customer to continue using the Azteca Systems Products or Services or (ii) modify the Azteca Systems Products or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Azteca Systems may terminate Licensee's right to use the Azteca Systems Products or Services and will refund any unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.
- c. Azteca Systems has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Azteca Systems Products or Services with a product, process, or system or element not supplied by Azteca Systems or specified by Azteca Systems in its Documentation, (ii) alteration of Azteca Systems Products or Services by anyone other than Azteca Systems or its subcontractors, (iii) compliance with Licensee's specifications, or (iv) use of Products or Services after Azteca Systems either provides a modified version to avoid infringement or terminates Licensee's right to use the Products or Services.

9.3 General Indemnity. Azteca Systems will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Azteca Systems or its directors, officers, employees, or agents performing Services while on Customer's site.

9.4 Conditions for Indemnification. As conditions for indemnification, Indemnitee will (i) promptly notify Azteca Systems in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Azteca Systems sole control of the defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and (iv) reasonably cooperate in the defense of the Infringement Claim at Azteca Systems request and expense.

9.5 This section sets forth the entire obligation of Azteca Systems, its authorized distributor (if any), and its third-party licensors (if any) regarding any Claim for which Azteca Systems must indemnify Licensee.

ARTICLE 10—GENERAL PROVISIONS

10.1 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, re-export, import, transfer, or release Products, in whole or in part, to (i) any US embargoed country, (ii) any person on the US Treasury Department's list of Specially Designated Nationals, (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List, or (iv) any person or entity or into any country where such export, re-export, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

10.2 Taxes and Fees, Shipping Charges. License and Subscription fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

10.3 No Implied Waivers. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

10.4 Severability. The parties agree that if any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

10.5 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate Licensee's obligations under this Agreement without Azteca Systems' prior written consent, and any attempt to do so without consent shall be void. This Agreement shall be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a government contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Azteca Systems, provided the government customer assents to the terms of this Agreement.

10.6 Survival of Terms. The provisions of Articles 2, 6, 7, 8, 9 and 10 of this Agreement, and the provisions of section 4.1 of Addendum #2, shall survive the expiration or termination of this Software License and Maintenance Agreement.

10.7 US Government Licensee. The Products are commercial items, developed at private expense, provided to Licensee under this Agreement. If Licensee is a US government entity or US government contractor, Azteca Systems licenses Products to Licensee in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Azteca Systems Data and Online Services are licensed under the same subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. The commercial license rights in this Agreement strictly govern Licensee's use, reproduction, or disclosure of Products. Azteca Systems Software source code is unpublished, and all rights to Products are reserved by Azteca Systems and its licensors. Licensee may transfer Software to any licensed government procuring agency facility to which computer(s) on which Software is installed are transferred. If any court, arbitrator, or board holds that Licensee has greater rights to any portion of Products under applicable public procurement law, such rights shall extend only to the portions affected.

10.8 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- **Government Entities.** If Licensee is a government entity, the applicable laws of the Licensee's jurisdiction govern this Agreement.
- **Nongovernment Entities.** US federal law and the law of the State of Utah exclusively govern this Agreement, excluding their respective choice of law principles.

10.9 Dispute Resolution. The parties will use the following dispute resolution process:

- **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613).
- **Other Government Entities.** Azteca Systems will comply with mandatory dispute resolutions under applicable law.
- **Negotiation and Arbitration.** The parties will attempt negotiation in good faith and a spirit of mutual cooperation. Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, JAMS will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be English. Arbitration will be at an agreed-upon location in Contra Costa County, California. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

10.10 Maintenance. Maintenance for qualifying Software consists of updates (provided on a when-and-if available basis) and other benefits, such as access to technical support, which are provided during the Term. Maintenance is specified as set forth in Addendum #2.

10.11 Audit. Upon Azteca System's written request, Licensee shall certify in a signed writing that its use of the Licensed Product is in full compliance with the terms of this Agreement (including any restrictions herein). Azteca Systems, or its authorized representative, may, upon prior reasonable notice of at least ten (10) days, inspect and audit Licensee's records and use of the Licensed Products to confirm compliance with this Agreement. All such inspections and audits will be conducted during regular business hours and in a manner that does unreasonably interfere with ordinary business activities. Licensee shall be responsible for any audit costs only in the event that such audit reveals that Licensee's use is not in accordance with the permitted uses under this Agreement, and for unpaid license fees.

10.12 Feedback. Azteca Systems may freely use any feedback, suggestions, or requests for Product improvements that Licensee provides to Azteca Systems. Regardless of the source of any feedback or suggestions, any improvements to Software or Products, and any related intellectual property, are owned by Azteca Systems.

10.13 Patents. Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Azteca Systems technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Azteca Systems technology or services, or any portion thereof, are a part of any claim or preferred embodiment in a patent application or a similar application.

10.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber-attacks, laws, regulations, government orders, or any other force majeure event.

10.15 Independent Contractor. Azteca Systems is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Azteca Systems and the Licensee. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

10.16 Entire Agreement. This Agreement, including its incorporated documents, addendums, and exhibits constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by each party or as otherwise provided in Addendum #1.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and made effective by their respective authorized representatives.

AZTECA SYSTEMS, LLC

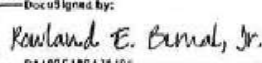
By: 
DocuSigned by:
2800000DFD4425

Name: Brian L. Haslam

Title: President - CEO

Date:

CITY OF ANTIOCH, CA - (LICENSEE)


DocuSigned by:
DA180CA2640V

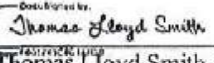
Rowland E. Bernal, Jr. City Manager

Date:

Attest:

 Elizabeth Householder, City Clerk

Approved as to Form:


DocuSigned by:
FA1770C11100
 Thomas Lloyd Smith, City Attorney

ADDENDUM #1

PRODUCT LICENSING

1. Licensed Software:

Server AMS Custom Cityworks Online Departmental Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products for Department of Public Works and Utilities

Department Only:

Office

Respond

Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

Storeroom

eURL (Enterprise URL)

Workload

Operational Insights

CCTV Interface for PACP

Citizen Engagement API

Data Storage Plus

Local Government Templates (LGT)

Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Additional Software Products & Licenses & Annual Renewals: Additional Software Products & Licenses may be added to this Agreement as well as annual renewals of this Agreement with either an acknowledgement of an official Cityworks quote signed by Licensee and additional fees, if necessary or applicable being paid, or receipt of Purchase Order from Licensee in response to an official Cityworks quote and additional fees, if applicable, being paid.

2. Notices & Licensee Information: Until or unless otherwise modified, all notices relevant to this agreement shall be sent to the following address:

Azteca Systems, LLC 11075 South State, Suite 24 Sandy, Utah 84070	City of Antioch 200 H Street Antioch, CA 94509-1285
	Attn:
	E-mail:
	Phone:

3. Effective Date of Software (Date Software made available)

MM/DD/YYYY

06/30/2021

4. Schedule of Payments and/or Fees under Agreement

Annual Period	Date From/To (mm/dd/yyyy)	Amount
Period 1	06/30/2021 – 06/29/2022	\$60,000.00
Period 2	06/30/2022 – 06/29/2023	\$71,250.00
Period 3	06/30/2023 – 06/29/2024	\$82,500.00
Period 4	06/30/2024 – 06/29/2025	\$96,500.00

5. Additional Items (If Any):

- a. Annual fee herein is based on a 100,001 – 150,000 population range.
- b. Cityworks Online (CWOL) – is a Cityworks Online hosted services subscription for the right to access and use the Online Services for the products identified hereinabove. CWOL is a highly scalable hosted services product offering. It is hosted on Azteca Systems' servers and completely scaled, managed, updated, backed up, and maintained by Azteca Systems.
- c. Because Azteca Systems controls the update schedule, users are not responsible for upgrading, managing, or patching the system themselves.
- d. ELA pricing herein for CWOL assumes no hosting logins are added over and above the current 100 Server AMS hosting Logins. Additional hosting logins can be added for an additional fee.
- e. **Piggyback Procurement/Cooperative Purchasing:** The right is reserved to extend the terms and conditions of this contract to any other state, municipal, county, or local governmental agencies within the state of California that require the products and services herein. This is conditioned upon mutual agreement of the parties. Azteca Systems agrees to notify the issuing body of those entities that desire to enter a contract of the existence of this Agreement. A copy of this Agreement and its related pricing and products will be provided to requesting agencies. Each participating entity or agency shall enter into its own contract with Azteca Systems, and this Agreement shall only be binding only upon the principals signing such an agreement.

ADDENDUM #2

STANDARD MAINTENANCE AND SUPPORT

Standard Maintenance and Support Addendum provisions are between the Licensee and Azteca Systems, LLC ("Azteca Systems" or "Azteca"). Maintenance and support are provided subject to the terms and conditions of the signed Software License and Maintenance Agreement and which is incorporated by reference.

1. **MAINTENANCE & SUPPORT:** Azteca Systems will provide maintenance and support services to Licensee for qualifying Products during the applicable Term for such Products provided the applicable license and maintenance fees have been paid for the times and periods and amounts specified in Addendum #1. Maintenance and Support services consist of the following benefits: maintenance items (provided on a when-and-if available basis) which may include subsequent version releases of the licensed software, service packs, upgrades and updates, and technical support.

- 1.1. Azteca Systems will ensure upward compatibility for the licensed software applications within a reasonable timeframe for minor Esri® ArcGIS and Cityworks supported database revisions. Azteca Systems will not ensure upward compatibility for licensed software applications when there are major Esri ArcGIS revisions (for example, from rev 10.x to rev 11.x), however Azteca Systems will make all reasonable efforts to provide upward compatibility.

- 1.2. Azteca Systems shall, without additional charge (except as allowed for in paragraph 3.4), during the term of this Agreement provide the following:

- a. **Software Updates.** Software Updates includes upgrades and service packs which are a collection of files that enhance or correct the licensed software, and which will be available for Licensee to download during the Maintenance Term/Period. Updates and upgrades may also include new versions;
- b. Provide Telephone Support, Email Support, Web Support, during normal business hours, 8 AM to 5 PM Mountain Time, Monday through Friday (excepting Holidays) and after hour emergency support line, and other benefits deemed appropriate by Azteca Systems (as set forth in Section 2 below); and
- c. Implement and maintain a means of secure, remote direct network access (VPN, Web-access, etc.) to the Licensee's systems in order to perform thorough remote diagnostics.

- 1.3 The following items, among others, however, are specifically excluded as support services under this Addendum:

- a. Support for applying or installing upgrades and service packs;
- b. Assistance with questions related to third-party software, computer hardware, networking, and other similar items that are not provided by Azteca;
- c. Assistance with computer operating system questions not directly pertinent to the licensed software;
- d. Licensee Data debugging and/or correcting;
- e. Services necessitated as a result of any cause other than authorized ordinary and proper use by the Licensee of the licensed software, including but not limited to neglect, abuse, unauthorized modifications, and/or unauthorized updates;
- f. Consulting regarding customizations created to function with the licensed software unless the customization is identified and listed as licensed software in Addendum #1;
- g. Assistance with applications which are not part of a standard life cycle, such as preview, beta, or candidate releases; and
- h. Questions such as configuration, implementation, and walk-throughs.

- 1.4 Support Periods are renewable unless terminated as provided in Section 3 below.

1.5. Technical support provided pursuant these maintenance provisions shall be performed in a professional and workmanlike manner. Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a workaround, but Azteca Systems cannot guarantee that all technical issues can be fixed or resolved.

1.6. **Authorized Callers.** Licensee may designate a limited number of authorized callers per software product listed in Addendum #1. Licensee may replace Authorized Callers at any time by notifying Azteca Systems Support services. Authorized callers may be designated in this Addendum #2 or by email. Azteca may limit the total number of authorized callers as may be reasonably necessary and may request an updated list of authorized callers.

1.7. **Cityworks Online Support and Customer Portal.** Azteca has created a self-help support website center for Authorized Callers to submit technical issues, chat with technical specialists, track technical support incidents through the 'MyCityworks' portal, and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The support and care website can be found at <http://www.mycityworks.com>.

1.8. **Additional Support Items.**

- a. On a when-and-if available basis, updates to the licensed software (Addendum #1) means subsequent releases of the program which Azteca generally makes available to its customers who are under an active Software License and Maintenance Agreement for which fees have been paid for the relevant support period.
- b. Occasionally, Azteca changes the name of its licensed software as part of its ongoing process to improve and increase the functionality of the software. In the event the software licensed or listed in Addendum #1 changes in name, and/or improvements are made, Azteca will provide software with functionality that is similar to or with substantially the same or greater functionality of the originally licensed software, provided all current license or maintenance fees have been paid.
- c. Updates may not always include any release, option, or future program that Azteca licenses separately. Updates are provided on a when-and-if available basis as determined by Azteca Systems. Azteca Systems is under no obligation to develop any future programs or functionality. Any updates made available will be made available to you for download. Customer is responsible for copying, downloading, and installing the updates.

2. PROCEDURES FOR ACCESSING SUPPORT

2.1. All problem categories from routine, non-critical and critical, that occur during normal business hours shall procedurally occur as follows: 1) Licensee's system administration staff as first line of support, and then 2) Azteca Systems staff as the second line of support. Azteca Systems will make all reasonable efforts to acknowledge all requests for support during normal business hours within four (4) hours.

2.2. Prior to calling Azteca Systems for support services, the Licensee will first attempt to isolate any problems that occur within the Licensee's System. The Licensee will try to reduce the problem down to a specific software or system component. If it is determined that the problem is the Cityworks Software component, Licensee will first try and resolve the problem without Azteca Systems' involvement. If Licensee cannot resolve the problem or isolate the problem, Licensee may contact Azteca Systems via telephone, chat, or self-service portal. In each case, Cityworks technical support will log the information and provide an answer to the question, a resolution to the problem, or submit a verified bug to the development group. Any support request that is not quickly resolved will be assigned to a technical support representative. Phone calls and chat requests are accepted during normal business hours as outlined on the Contact Support page of MyCityworks.com. Voicemails and requests submitted via the self-service portal outside of the posted business hours will be responded to on a first come, first served basis the next business day.

2.3. For critical problems that occur outside of Azteca Systems' normal business hours (8 AM to 5 PM, Mountain Time) and cannot be isolated and resolved by the Licensee, Azteca Systems will provide an after-hours phone number that will forward the call to the currently assigned Azteca Systems support representative. Azteca Systems will make all reasonable efforts to acknowledge and respond to the request for support for critical problems that occur outside of normal business hours within four (4) hours of receipt of the call from a designated and authorized Licensee representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. For routine and non-critical problems, Licensee will submit support requests during normal business hours as outlined in 2.2 above.

2.4. After a Technical Support Incident is logged, Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a work around. While it is Azteca's goal to provide an acceptable solution to technical issues, Azteca cannot guarantee that all technical issues can be fixed or resolved.

2.5. Azteca will use all reasonable efforts to utilize remote support-type services. However, in the event Licensee and Azteca Systems agree it becomes necessary for Azteca Systems to be on-site to provide support for the covered Software, the parties by mutual negotiation, shall develop a separate agreement that will govern the terms and conditions for any on-site work or services.

3. CHARGES/FEES

3.1. License, Maintenance, and Support Services herein are included in the payment of annual fees as set forth in Addendum #1 and shall be paid by Licensee. The annual fee for each twelve (12) month period is set forth in Addendum #1 and shall be paid prior to the start for each License and Maintenance Period unless otherwise specified. The annual fee for successive Terms/Periods (twelve-month periods) commencing upon the anniversary of the first maintenance period, shall become due prior to the end of the preceding paid-up Maintenance Period.

3.2. Upon sixty (60) days written notice, the fee for the License and Maintenance Periods listed in Addendum #1 subsequent to year one (1) of the Maintenance Period, may be adjusted by Azteca Systems to reflect increases in costs of providing the services; provided, however, that the fee shall not increase by more than the CPI from the previous annual fee. "CPI" shall mean for all Urban Consumers, the U.S. City Average, for all items, 1982-84=100 (the "CPI-U"), as published by the Bureau of Labor Statistics, U.S. Department of Labor. Azteca Systems will notify Licensee of the new pricing no later than sixty (60) days prior to the annual renewal date of the year preceding the year for which such adjusted pricing applies.

3.3. **Maintenance Expiration.** Azteca Systems will send Licensee a notice of expiration approximately sixty (60) days before the Maintenance term expires. If Azteca Systems does not receive a purchase order prior to the expiration date, Azteca will send the notification to Licensee upon expiration of the Maintenance term. All other Maintenance benefits and Support services will end with the expiration of the Maintenance term.

3.4. **Reinstatement Fee for Lapsed Maintenance.** Azteca Systems will reinstate Maintenance if Licensee sends a purchase order or payment within thirty (30) days of the expiration date. If Licensee does not renew Maintenance within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Licensee would have paid since the expiration date.

4. MANAGED CLOUD AND ONLINE SERVICES

4.1. **Prohibited Uses.** Licensee shall not provide Customer Content or otherwise access or use Cloud Services in a manner that:

- a. Creates or transmits spam, spoofings, phishing emails, or offensive or defamatory material; or stalks or makes threats of physical harm;

4.3. Licensee Content.

- Azteca Systems will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

4.5. **Service Suspension.** Azteca Systems may suspend access to Cloud or Online Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach, (ii) if Azteca Systems reasonably believes that Customer's use of Cloud Services will subject Azteca Systems to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services, (iii) for scheduled maintenance, (iv) to enjoin a threat or attack on Cloud Services, or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Azteca Systems will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Azteca Systems is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer's content as described above.

4.6. **Notice to Azteca Systems.** Licensee will promptly notify Azteca Systems if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

5. MISCELLANEOUS

5.1. **Data Confidentiality Statement.** Azteca Systems will take reasonable measures to ensure that any Licensee data and/or confidential information provided to Azteca Systems is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the Licensee may be loaded onto Azteca Systems servers or employee computers for the purpose of testing the Cityworks Software, database structure, or database values, and related Esri® software to resolve database or software performance issues, software enhancements, and software defects. At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from Licensee. If requested by the Licensee, and once the testing has been completed, Azteca Systems will delete all data provided by the Licensee.

Such data shall not, without the prior written permission of Licensee, be used by Azteca Systems for any purpose other than the performance of this Agreement. Nothing furnished to Azteca Systems which is generally known, shall be deemed confidential. Azteca Systems shall not use the Licensee's name or logo in any publication without the prior written consent of the Licensee.

5.2. **No Implied Waivers.** No failure or delay by Azteca Systems or Licensee in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by Azteca Systems.

5.3. Azteca Systems will use commercially reasonable efforts to ensure that Azteca Systems Products and Offerings will not transmit any Malicious Code to Licensee. Azteca Systems is not responsible for Malicious Code that Licensee introduces to Azteca Systems Products or Offerings or that is introduced through Third-Party Content. Malicious Code means software viruses; worms, time bombs, Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

ADDENDUM #3

THIRD-PARTY CONSULTANT/CONTRACTOR ACKNOWLEDGMENT

If Licensee engages any third party or contractor (Third Party) and desires to grant access to use the Licensed Software, the access may be granted subject to the following terms conditions and provisions:

1. Access and use of the Licensed Products by Third Party is solely for Licensee's benefit;
2. Third Party (or, if applicable, its employee) shall be considered the Authorized User for purposes of the applicable license type, and all use shall be in accordance with the terms and conditions of the Cityworks Software License and Maintenance Agreement with Licensee;
3. Before accessing the Licensed Products, Third Party agrees that (i) the software shall be used solely in accordance with the terms of this Agreement, and (ii) said contractor shall be liable to Azteca Systems for any breach by it of this Agreement;
4. Licensee hereby agrees and acknowledges that Licensee will be responsible for all use by Third Party with respect to the use of the Licensed Products;
5. Upon expiration or termination of this Agreement, the rights of usage of Third Party shall immediately terminated;
6. Use of the Products by Third Party will be governed by the terms of this Agreement, and will require that Licensee purchase the appropriate license for each user utilized by Third Party; and
7. Licensee will ensure that Third-Party Contractor agrees to comply with and does comply with the terms of this Agreement on the same basis as the terms apply to Licensee.

The rights granted under Third-Party Contractor Addendum, do not modify the license or increase the number of licenses granted under this Agreement. Third Party, by their signature below, acknowledges that it has a copy of the License Agreement and agrees to the terms herein. Licensee shall provide a signed copy of this Addendum to Azteca Systems at contracts@cityworks.com.

Third Party (Print): _____

Licensee: City of Antioch, CA

By: _____
Third Party/Contractor Authorized Signature

Title: _____

Date: _____

Third Party Information

Address	
City, State, Zip	
Contact Name	
Phone Number	
Email	

ADDENDUM #4 **INSURANCE REQUIREMENTS**

As used herein, the term "Consultant" shall refer to Azteca. The term "City" shall refer to the City of Antioch.

SECTION 1. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Insurers shall have an AM Best rating of no less than A:VII unless otherwise accepted by the City in writing:

1.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

1.2 Automobile Liability Insurance. ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

1.3 Workers' Compensation Insurance. as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

1.4 Professional Liability (Errors and Omissions): Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** each claim and in the aggregate.

1.5 Cyber Liability: Cyber liability coverage in the amount of **\$3,000,000** each claim and in the aggregate. Consultant shall maintain liability coverage providing protection against liability for: (1) privacy breaches (2) system breach; (3) denial or loss of service, or loss of data; (4) introduction, implantation, or spread of malicious software code; and (5) unauthorized access to or use of computer systems. The cyber liability coverage shall not include any exclusion or restriction for unencrypted portable devices or other media. Consultant shall add the City as an additional insured under the cyber liability policy.

1.6 Other Insurance Provisions. Unless otherwise specified below, all insurance policies are to contain, or be endorsed to contain, the following provisions:

1.6.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out

of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. CGL coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as both CG 20 10 and CG 20 37 if a later edition is used). This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

1.6.2 Primary Coverage. For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

1.6.3 Notice of Cancellation. Consultant will agree that coverage shall not be canceled, except with thirty (30) day prior notice to the City.

1.6.4 Waiver of Subrogation. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. This requirement shall only apply to the CGL, Automobile Liability and Workers' Compensation/Employer's Liability Insurance policies specified above.

1.6.5 Claims made policies. If any of the required policies provide claims-made coverage:

1.6.5.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

1.6.5.2 Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

1.6.5.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

1.7 Certificate of Insurance and Endorsements. Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. In the case a claim is made involving the insurance required herein, the City reserves the right to require completed, certified copies of all required insurance policies, including endorsements required by these specifications. In addition, the City reserves the right to review such policies, in the closest offices of Consultant, at any time during normal business hours and with prior written notice to Consultant.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services 1735 Technology Drive, Suite 750 San Jose, CA 95110	CONTACT NAME: PHONE (AG, No, Ext): FAX (AG, No): E-MAIL ADDRESS:
CN102488216-STND-GAWPC-20- Azteca	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company 20281 INSURER B: American Casualty Company of Reading, PA 20427 INSURER C: Lloyd's Of London INSURER D: Great American Insurance Co. 16891 INSURER E: Transportation Insurance Co 20494 INSURER F:
INSURED Trimble Inc. Azteca Systems LLC (dba Cityworks) 11075 South State #24 Sandy, UT 84070	

COVERAGES **CERTIFICATE NUMBER:** SEA-000743405-01 **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		35323540	12/01/2020	12/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADM INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		73257020	12/01/2020	12/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 COM/PCOLL DED \$ 1,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC7 11636746 (AOS); Ded. \$250K WC7 11636763 (CA) WC7 11892854 (RETRO) GAP7011892858 (STOP GAP)	12/01/2020 12/01/2020 12/01/2020 12/01/2020	12/01/2021 12/01/2021 12/01/2021 12/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Technology Errors & Omissions		W101C7201501	12/01/2020	12/01/2021	Retention: \$1,000,000 Limit: 2,000,000
D	Crime		SAA 003-44-03-08-C0	12/01/2020	12/01/2021	Deductible: \$200,000 Limit: 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Antioch, its officers, officials, employees, and volunteers as additional insureds with respect to general liability as required by written contract. Waiver of subrogation as required by written contract.

CERTIFICATE HOLDER

City of Antioch
1201 W. 4th Street
Antioch, CA 94509

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Petronella Massey

Petronella Massey

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 24, 2024

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Approval of the Side Letter Agreement between the City of Antioch and the Management Unit and Salary Increases for Certain Classifications in the Management Unit

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- 1) Approving the Side Letter Agreement between the City of Antioch and the Management Unit;
- 2) Authorizing the Acting City Manager or designee to execute the Side Letter Agreement between the City of Antioch and the Management Unit;
- 3) Authorizing the amendment to the Master Salary Schedule to certain classifications in the Management Unit; and
- 4) Authorizing the Acting City Manager or designee to make any necessary adjustments to the Fiscal Year 2024/25 budget to implement the provisions of the Side Letter Agreement.

FISCAL IMPACT

The estimated fiscal impact resulting from the implementation of the Side Letter Agreement for FY2024/25 is \$26,017 which will require an amendment to the Water, Sewer and NPDES funds FY2024/25 operating budgets.

DISCUSSION

In 2022, the City Council adopted resolutions to adjust the salary ranges of several classifications in the City as recommended in the City's August 31, 2021 Total Compensation Study Final Report prepared by Koff & Associates. The implementation of the salary adjustments resulted in unintended salary inequities and compaction issues affecting several operating divisions of the Public Works Department.

The Collections Systems Supervisor and Water Distribution Supervisor salaries are not currently aligned but are equivalent in level of responsibility. The proposal aligns the two salaries while maintaining the appropriate alignment with the “Lead” worker classifications. This will result in a monthly salary increase of \$148 for the Water Distribution Supervisor and \$517 per month for the Collections Systems Supervisor.

The Collections Superintendent and Water Distribution Superintendent salaries are not currently aligned but are equivalent in level of responsibility. The proposal aligns the two salaries. This will result in a monthly salary increase of \$1,065 per month for the Collections Systems Superintendent. The Water Distribution Superintendent salary will remain unchanged.

The recommended actions under this resolution are intended to correct the issues and address the internal misalignment of several Public Works Department classifications within affected operating divisions. If the actions are approved, the effective date of the salary adjustments will be the first full pay period after October 1, 2024. The approved Management Unit COLA increase will also be applied to the salary increases proposed effective the first full pay period after October 1, 2024.

The City and Management Unit met and conferred in good faith to discuss the proposed salary adjustments and terms in the Side Letter Agreement.

ATTACHMENTS

A. Resolution

Exhibit 1 to Resolution – Side Letter Agreement

RESOLUTION NO. 2024/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE SIDE LETTER AGREEMENT BETWEEN THE CITY OF ANTIOCH
AND THE MANAGEMENT UNIT AND SALARY INCREASES FOR CERTAIN
MANAGEMENT UNIT CLASSIFICATIONS AND AUTHORIZING THE NECESSARY
FISCAL YEAR 2024/25 BUDGET ADJUSTMENTS**

WHEREAS, in accordance with Government Code Section 3505, the City's Negotiating Team met and conferred in good faith with representatives of the Management Unit;

WHEREAS, representatives of the City and Management Unit reached a Side Letter Agreement for salary increases for certain Management Unit classifications; and

WHEREAS, the City has an interest in the effective and efficient management of the classification plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch as follows:

Section 1. The Side Letter Agreement between the City of Antioch and Management Unit, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved;

Section 2. The Acting City Manager or designee is authorized to execute the Side Letter Agreement as provided in the attached Exhibit 1; and

Section 3. The Acting City Manager or designee is authorized to make any necessary adjustments to the Fiscal Year 2024/25 budget to implement the provisions of the Side Letter Agreement.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 24th day of September, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

**SIDE LETTER AGREEMENT
BETWEEN
THE CITY OF ANTIOCH
AND
THE MANAGEMENT BENEFIT UNIT**

This Side Letter is by and between the Management Unit ("Bargaining Unit") and the City of Antioch ("City") and is effective following ratification by the Bargaining Unit and approval by the City Council.

In January 2022, the City and the Bargaining Unit agreed to adjust the salary ranges of several classifications in the Public Works Department as recommended in the City's August 31, 2021 Total Compensation Study Final Report prepared by Koff & Associates. These actions resulted in unintended salary inequities and compaction issues in several operating divisions of the Public Works Department. The action under this resolution is intended to correct these issues and create a clear path of succession and advancement within the affected operating divisions.

The Collections Systems Supervisor and Water Distribution Supervisor are not currently aligned but are equivalent in level of responsibility. The proposal aligns the two salaries while maintaining internal alignment with the "Lead" worker classifications. This will result in a monthly salary increase of \$148 for the Water Distribution Supervisor and \$517 per month for the Collections Systems Supervisor.

The Collections Superintendent and Water Distribution Superintendent are not currently aligned but are equivalent in level of responsibility. The proposal aligns the two salaries. This will result in a monthly salary increase of \$1,065 per month for the Collections Systems Superintendent. The Water Distribution Superintendent salary will remain unchanged.

These equity adjustments shall be effective in the first full pay period after October 1, 2024 as follows:

<u>Classification</u>	<u>Current Step E</u>	<u>New Step E</u>
Collection Systems Superintendent	\$11,242	\$12,307 (+9.5%)
Collection Systems Supervisor	\$8,559	\$9,076 (+6.0%)
Water Distribution Supervisor	\$8,928	\$9,076 (+1.7%)

The percentage change from the current Step E to the new Step E is listed in green next to the new Step E in the table above.

Additionally, effective the first full pay period after October 1, 2024, the above wages will be increased by a 3% COLA in accordance with the current MOU/Tentative Agreement. The new steps in the salary schedule for the above listed classifications will be reflected on the attached salary schedule.

Except as specifically amended by this Side Letter, all other terms and conditions of the MOU between the City and the Bargaining Unit remain unchanged.

For the City of Antioch:

Date: _____

For Management Benefit Unit:

Date: _____

CITY OF ANTIOCH
SALARY SCHEDULE

<u>Unit</u>	<u>Classification</u>	<u>Effective Date</u>	<u>MONTHLY SALARY STEPS</u>					
			<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
Mgmt. - Executive	City Attorney	10/06/24	19,031	19,983	20,982	22,031	23,133	N/A
Mgmt. - Executive	City Manager	10/06/24	21,571	22,649	23,781	24,970	26,219	N/A
Mgmt. - Executive	Community Development Director	10/06/24	14,811	15,552	16,330	17,147	18,004	N/A
Mgmt. - Executive	Public Safety & Community Resources Director	10/06/24	14,185	14,894	15,639	16,421	17,242	N/A
Mgmt. - Executive	Economic Development Director	10/06/24	13,021	13,672	14,356	15,074	15,828	N/A
Mgmt. - Executive	Finance Director	10/06/24	14,737	15,474	16,248	17,060	17,913	N/A
Mgmt. - Executive	Human Resources Director	10/06/24	14,028	14,729	15,465	16,238	17,050	N/A
Mgmt. - Executive	Information Systems Director	10/06/24	12,295	12,910	13,555	14,233	14,945	N/A
Mgmt. - Executive	Parks and Recreation Director	10/06/24	13,685	14,369	15,087	15,841	16,633	N/A
Mgmt. - Executive	Police Chief	10/06/24	18,821	19,762	20,750	21,787	22,876	N/A
Mgmt. - Executive	Public Works Director	10/06/24	14,377	15,096	15,851	16,644	17,476	N/A
Mgmt. - Executive	Public Works Director/City Engineer	10/06/24	15,105	15,860	16,653	17,486	18,360	N/A
Mgmt. - Senior	Animal Services Manager	10/06/24	10,316	10,832	11,374	11,943	12,540	N/A
Mgmt. - Senior	Assistant City Attorney	10/06/24	15,192	15,952	16,750	17,587	18,466	N/A
Mgmt. - Senior	Assistant City Clerk	10/06/24	8,772	9,211	9,672	10,156	10,664	N/A
Mgmt. - Senior	Assistant City Engineer	10/06/24	12,708	13,343	14,010	14,710	15,446	N/A
Mgmt. - Senior	Assistant to the City Manager	10/06/24	10,958	11,506	12,081	12,685	13,319	N/A
Mgmt. - Senior	Building Inspection Services Manager	10/06/24	12,095	12,700	13,335	14,002	14,702	N/A
Mgmt. - Senior	Code Enforcement Manager	10/06/24	12,095	12,700	13,335	14,002	14,702	
Mgmt. - Senior	Collection Systems Superintendent	10/06/24	10,429	10,950	11,497	12,072	12,676	N/A

CITY OF ANTIOCH
SALARY SCHEDULE

<u>Unit</u>	<u>Classification</u>	<u>Effective Date</u>	<u>MONTHLY SALARY STEPS</u>					
			<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
Mgmt. - Senior	Deputy Finance Director	10/06/24	11,513	12,089	12,693	13,328	13,994	N/A
Mgmt. - Senior	Deputy Public Works Director	10/06/24	11,800	12,390	13,010	13,661	14,344	N/A
Mgmt. - Senior	Deputy Public Works Director II	10/06/24	12,794	13,434	14,106	14,811	15,552	N/A
Mgmt. - Senior	Doctor of Veterinary Medicine	10/06/24	14,070	14,774	15,513	16,289	17,103	N/A
Mgmt. - Senior	Planning Manager	10/06/24	12,397	13,017	13,668	14,351	15,069	N/A
Mgmt. - Senior	Public Safety Manager	10/06/24	10,014	10,515	11,041	11,593	12,173	N/A
Mgmt. - Senior	Recreation Services Manager	10/06/24	9,927	10,423	10,944	11,491	12,066	N/A
Mgmt. - Senior	Senior Economic Dev. Program Manager	10/06/24	9,878	10,372	10,891	11,436	12,008	N/A
Mgmt. - Senior	Water Distribution Superintendent	10/06/24	10,429	10,950	11,497	12,072	12,676	N/A
Mgmt. - Senior	Water Treatment Plant Superintendent	10/06/24	12,633	13,265	13,928	14,624	15,355	N/A
Mgmt. - Senior	Youth Services Network Manager	10/06/24	10,014	10,515	11,041	11,593	12,173	N/A
Mgmt. - Mid/Prof.	Accountant I	10/06/24	7,026	7,377	7,746	8,133	8,540	N/A
Mgmt. - Mid/Prof.	Accountant II	10/06/24	7,755	8,143	8,550	8,978	9,427	N/A
Mgmt. - Mid/Prof.	Animal Services Supervisor	10/06/24	6,879	7,223	7,584	7,963	8,361	N/A
Mgmt. - Mid/Prof.	Code Enforcement/Asset Recov. Coord.	10/06/24	7,858	8,251	8,664	9,097	9,552	N/A
Mgmt. - Mid/Prof.	Collection Systems Supervisor	10/06/24	7,690	8,075	8,479	8,903	9,348	N/A
Mgmt. - Mid/Prof.	Deputy City Attorney	10/06/24	11,800	12,390	13,010	13,661	14,344	N/A
Mgmt. - Mid/Prof.	Economic Development Program Manager	10/06/24	8,352	8,770	9,208	9,668	10,151	N/A
Mgmt. - Mid/Prof.	Finance Services Supervisor	10/06/24	8,999	9,449	9,921	10,417	10,938	N/A
Mgmt. - Mid/Prof.	GIS Coordinator	10/06/24	8,994	9,444	9,916	10,412	10,933	N/A

CITY OF ANTIOCH
SALARY SCHEDULE

<u>Unit</u>	<u>Classification</u>	<u>Effective Date</u>	<u>MONTHLY SALARY STEPS</u>					
			<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
Mgmt. - Mid/Prof.	Information Systems Project Manager	10/06/24	8,992	9,442	9,914	10,410	10,931	N/A
Mgmt. - Mid/Prof.	Operations Supervisor	10/06/24	8,788	9,227	9,688	10,172	10,681	N/A
Mgmt. - Mid/Prof.	Police Communications Supervisor	10/06/24	9,527	10,003	10,503	11,028	11,579	N/A
Mgmt. - Mid/Prof.	Police Records Supervisor	10/06/24	9,527	10,003	10,503	11,028	11,579	N/A
Mgmt. - Mid/Prof.	Principal Executive Assistant	10/06/24	9,125	9,581	10,060	10,563	11,091	N/A
Mgmt. - Mid/Prof.	Principal Planner	10/06/24	10,838	11,380	11,949	12,546	13,173	N/A
Mgmt. - Mid/Prof.	Project Manager	10/06/24	11,428	11,999	12,599	13,229	13,890	N/A
Mgmt. - Mid/Prof.	Property and Evidence Supervisor	10/06/24	9,527	10,003	10,503	11,028	11,579	N/A
Mgmt. - Mid/Prof.	Public Information/Communications Officer	10/06/24	9,217	9,678	10,162	10,670	11,203	N/A
Mgmt. - Mid/Prof.	Recreation Supervisor	10/06/24	7,566	7,944	8,341	8,758	9,196	N/A
Mgmt. - Mid/Prof.	Risk Manager	10/06/24	9,449	9,921	10,417	10,938	11,485	N/A
Mgmt. - Mid/Prof.	Senior Civil Engineer	10/06/24	10,690	11,224	11,785	12,374	12,993	N/A
Mgmt. - Mid/Prof.	Senior Planner	10/06/24	9,449	9,921	10,417	10,938	11,485	N/A
Mgmt. - Mid/Prof.	Senior Traffic Engineer	10/06/24	10,690	11,224	11,785	12,374	12,993	N/A
Mgmt. - Mid/Prof.	Water Distribution Supervisor	10/06/24	7,690	8,075	8,479	8,903	9,348	N/A
Mgmt. - Mid/Prof.	Water Quality Analyst	10/06/24	10,617	11,148	11,705	12,290	12,904	N/A
Mgmt. - Mid/Prof.	Water Treatment Plant Supervisor	10/06/24	10,617	11,148	11,705	12,290	12,904	N/A
TPEA								
TPEA	Laboratory Assistant I	10/06/24	5,931	6,228	6,539	6,866	7,209	N/A
TPEA	Laboratory Assistant I w/ D3-D5	10/06/24	6,431	6,728	7,039	7,366	7,745	N/A