



## **ANNOTATED AGENDA**

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

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

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**Date: Tuesday, October 8, 2024**

**Time: 6:00 P.M. – Closed Session**  
**7:00 P.M. – Regular Meeting**

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

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

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

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

**Ellie Householder**, City Clerk  
**Lauren Posada**, City Treasurer  
**Bessie M. Scott**, City Manager  
**Thomas Lloyd Smith**, City Attorney

**ACCESSIBILITY:** In accordance with the Americans with Disabilities Act and California law, it is the policy of the City of Antioch to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodation, please contact the ADA Coordinator at the number or address below at least 72 hours prior to the meeting or when you desire to receive services. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility. The City's ADA Coordinator can be reached @ Phone: (925) 779-6950, and e-mail: [publicworks@antiochca.gov](mailto:publicworks@antiochca.gov).

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

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

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

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

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

### **PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENTS** *for Closed Session - None*

### **CLOSED SESSION:**

- 1) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION –**  
pursuant to California Government Code section 54956.9: Garner vs. City of Antioch, et al., Superior Court of California, Contra Costa County (Case No. C23-01669).

***City Council voted to approve to settle case in the amount of \$20,000, approved 4/0 (Barbanica – Absent)***

- 2) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION,**  
Initiation of litigation pursuant to California Government Code section 54956.9(d)(4): One Case.

***Direction provided to City Attorney***



**CLOSED SESSION – Continued**

- 3) **CONFERENCE WITH REAL PROPERTY NEGOTIATIONS** – pursuant to California Government Code section 54956.8; Property: East 18th Street and Wilson Street (APN 051-400-027), Antioch, CA; Negotiating Parties: City of Antioch Negotiators: Bessie M. Scott, City Manager and Thomas Lloyd Smith, City Attorney; Contra Costa County Fire Protection District Negotiator: Aaron J. McAlister, Deputy Fire Chief; Under Negotiation: Price and terms of payment.

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

**6:02 P.M. MOTION TO ADJOURN TO CLOSED SESSION**

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

**PLEDGE OF ALLEGIANCE**

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

***COUNCIL REGULAR AGENDA – Continued from September 24, 2024, Council Meeting***

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

***Reso No. 2024/136, approved 4/0***

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

- 1) Authorizing the 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.

**COUNCIL REGULAR AGENDA – Continued from September 24, 2024, Council Meeting**

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

***Postponed, 4/0***

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**

***Direction provided to staff to bring this item back***

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

**4. 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**

***Reso No. 2024/137, approved 4/0***

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

- 1) Approving the Side Letter Agreement between the City of Antioch and the Management Unit;
- 2) Authorizing the 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 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.

**5. PROCLAMATIONS**

- National Domestic Violence Awareness Month, October 2024
- Filipino American History Month, October 2024
- National Breast Cancer Awareness Month, October 2024

***Approved, 4/0***

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

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

- 5<sup>TH</sup> ANNUAL FALLOWEEN AND TRUNK-O-TREAT – October 19, 2024  
Antioch Water Park, 4701 Lone Tree Way, Antioch, CA
- 36<sup>TH</sup> ANNUAL KIDS FISHING DERBY – October 12, 2024  
Waldie Plaza & Public Fishing Pier (across from City Hall)

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

- CONTRA COSTA COUNTY MOSQUITO & VECTOR CONTROL BOARD
- PLANNING COMMISSION
- ANTIOCH POLICE OVERSIGHT COMMISSION

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

**COUNCIL MEMBER OGORCHOCK REQUESTED A MOTION TO SUSPEND THE RULES TO MOVE UP CONSENT CALENDAR TO BE HEARD AS THE NEXT ORDER OF BUSINESS; APPROVED 4/0**

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

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

**Continued, 4/0**

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

### **B. APPROVAL OF COUNCIL MEETING MINUTES FOR SEPTEMBER 24, 2024**

**Continued, 4/0**

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

### **C. APPROVAL OF COUNCIL WARRANTS**

**Approved, 4/0**

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

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

**D. APPROVAL OF HOUSING SUCCESSOR WARRANTS**

**Approved, 4/0**

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

**E. EXPANSION OF SHOTSPOTTER TECHNOLOGY**

**Reso No. 2024/138, approved 4/0**

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

- 1) To accept a federal award, in the amount of \$740,000, for expanding the City of Antioch's ShotSpotter coverage areas; and*
- 2) Authorizing the City Manager to execute an agreement with SoundThinking, Inc. in a form approved by the City Attorney.*

**F. AMENDMENT NO. 1 TO THE CONSULTING SERVICES AGREEMENT AND INCREASING THE AGREEMENT AMOUNT BY \$2.1 MILLION WITH FELTON INSTITUTE FOR THE CITY OF ANTIOCH'S ANGELO QUINTO COMMUNITY RESPONSE TEAM PROGRAM (AQCRT)**

**Reso No. 2024/139, approved 4/0**

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

- 1) Approving the first amendment to the Consulting Services Agreement with Felton Institute for the City of Antioch's Angelo Quinto Community Response Team program (AQCRT) in the amount of \$2,100,000, extending the term of the agreement through October 31, 2025, and authorizing the carryover of the Fiscal Year 2023/24 budget to Fiscal Year 2024/25 for the program; and*
- 2) Authorizing the City Manager or designee to execute the first amendment to the Consulting Services Agreement in a form approved by the City Attorney.*

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

**G. PROGRAM SUPPLEMENT AGREEMENT FOR THE INSTALLATION OF HAWK SIGNALS AT VARIOUS LOCATIONS PROJECT (P.W. 282-25)**

**Reso No. 2024/140, approved 4/0**

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

- 1) Authorizing the City Manager or designee to execute the Program Supplement Agreement No. HSIPSL-5038(029) for the Installation of Hawk Signals at Various Locations; and
- 2) Authorizing the City Manager or designee to execute all Master Agreements, Fund Exchange Agreements, Fund Transfer Agreements, and any amendments thereto with the California Department of Transportation in a form approved by the City Attorney.

**H. CONSIDERATION OF A \$35,655 INCREASE IN THE CAPITAL IMPROVEMENT BUDGET FOR PARK FACILITY UPGRADES AND AN AGREEMENT FOR THE JACOBSEN PARK PLAYGROUND REPLACEMENT FOR \$336,949.34**

**Reso No. 2024/141, approved 4/0**

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

- 1) Authorizing an amendment increasing the Capital Improvement Budget for Park Facility Upgrades in the amount of \$35,655 from the Park-in-Lieu funds for a total of \$336,950;
- 2) Approving the proposal from Miracle Playsystems, Inc. to purchase a new playground for Jacobsen Park in the amount of \$306,317.58 with a ten (10) percent contingency in the amount of \$30,631.76 for a total not to exceed amount of \$336,949.34 using a Sourcewell Cooperative Purchasing Agreement (No. 010521- LTS); and
- 3) Authorizing the City Manager to execute the cooperative purchasing agreement in a form approved by the City Attorney.

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

**I. THIRD AMENDMENT IN THE AMOUNT OF \$455,604 TO THE CONSULTING SERVICES AGREEMENT WITH CDM SMITH, INC. FOR CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE BRACKISH WATER DESALINATION PROJECT (P.W. 694)**

**Reso No. 2024/142, approved 4/0**

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

- 1) Approving the third amendment to the Consulting Services Agreement with CDM Smith, Inc. for construction management services related to the Brackish Water Desalination Project in the amount of \$455,604 for a total contract amount of \$8,238,520 and extending the term of the agreement to June 30, 2025; and*
- 2) Authorizing the City Manager to execute the third amendment to the Consulting Services Agreement in a form approved by the City Attorney.*

**J. SECOND AMENDMENT IN THE AMOUNT OF \$55,200 TO THE CONSULTING SERVICES AGREEMENT WITH HB CONSULTING GROUP, INC. FOR PROJECT MANAGEMENT SERVICES RELATED TO THE BRACKISH WATER DESALINATION PROJECT (P.W. 694)**

**Reso No. 2024/143, approved 4/0**

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

- 1) Approving the second amendment to the Consulting Services Agreement with HB Consulting Group, Inc. for project management services related to the Brackish Water Desalination Project in the amount of \$55,200 for a total contract amount of \$425,200 and extending the term of the agreement to June 30, 2025; and*
- 2) Authorizing the City Manager to execute the second amendment to the Agreement in a form approved by the City Attorney.*

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

**K. CONSIDERATION OF BIDS FOR THE MARCHETTI PARK RENOVATIONS FOR AN AGREEMENT IN THE AMOUNT OF \$1,577,200 (P.W. 184-P8)**

**Reso No. 2024/144, approved 4/0**

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

- 1) *Rejecting the bid protest of Alex Kushner General, Inc.;*
- 2) *Authorizing an amendment increasing the Capital Improvement and Operating Budgets for the Marchetti and Jacobsen Park Renovations in the amount of \$500,000 from the Park-in-Lieu Fund for a total of \$2,015,800;*
- 3) *Awarding a construction agreement to the lowest responsive and responsible bidder, Stockbridge General Contracting, Inc. in the amount of \$1,577,200; and*
- 4) *Authorizing the City Manager to execute the agreement in a form approved by the City Attorney.*

**L. SEVENTH AMENDMENT IN THE AMOUNT OF \$124,000 TO THE CONSULTING SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR ENGINEERING SERVICES DURING CONSTRUCTION FOR THE BRACKISH WATER DESALINATION PROJECT (P.W. 694)**

**Reso No. 2024/145, approved 4/0**

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

- 1) *Approving the seventh amendment to the Consulting Services Agreement with Carollo Engineers, Inc. for Engineering Services during construction for the Brackish Water Desalination Project in the amount of \$124,000 for a total contract amount of \$11,987,668 and extending the term of the agreement to June 30, 2025; and*
- 2) *Authorizing the City Manager to execute the seventh amendment to the Consulting Services Agreement in a form approved by the City Attorney.*

**CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS**

**MAYOR'S COMMENTS**



## **PUBLIC HEARING**

9. PROPOSED ORDINANCE AMENDING SECTION 9-5.3843 OF THE ANTIOCH MUNICIPAL CODE REGARDING RESTRICTIONS ON THE SALE AND TRANSFER OF TOBACCO AND DRUG PARAPHERNALIA RETAILERS (LA2024-0001)

***To October 22, 2024, for Adoption, 3/1 (Wilson – Abstained)***

Recommended Action: The Planning Commission recommends that the City Council Introduce by title only and waive the further reading of the ordinance to adopt text amendments to Section 9-5.3843 of Article 38 (Land Use Regulations) of Chapter 5 (Zoning) of Title 9 (Planning and Zoning) of the Antioch Municipal Code Relating to Tobacco and Paraphernalia Retailers.

## **COUNCIL REGULAR AGENDA**

10. VIOLENCE REDUCTION INITIATIVE THAT INCLUDES A BUDGET ALLOCATION OF UP TO \$500,000

***Reso No. 2024/146 with amendments, approved 4/0***

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

- 1) Authorizing the payment of double-time for Antioch Police Officer's Association Members for working extra shifts in designated areas of the City to reduce violence as directed by the Chief of Police or his/her designee;
- 2) Authorizing the City Manager to enter into agreements, approved as to form by the City Attorney's Office, to pay regional municipalities \$200 per hour to send officers to work shifts in designated areas to reduce violence; and
- 3) Allocating up to \$500,000 to fund this violence reduction initiative.

## **PUBLIC COMMENTS**

## **STAFF COMMUNICATIONS**

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

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

***Motioned to adjourn the meeting at 10:52 p.m., 4/0***



## **STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of October 8, 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

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution:

1. Authorizing the 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 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 8th day of October 2024 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**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 October 8, 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 October 8, 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.

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of October 8, 2024

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

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

**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 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 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 City Manager or designee is authorized to execute the Side Letter Agreement as provided in the attached Exhibit 1; and

**Section 3.** The 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 8th day of October, 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

**MONTHLY SALARY STEPS**

<u>Unit</u>	<u>Classification</u>	<u>Effective Date</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
<b>TPEA</b>								
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



## ***NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH***

***OCTOBER 2024***

*WHEREAS, October is annually recognized as National Domestic Violence Awareness Month;*

*WHEREAS, domestic violence remains a pervasive issue that impacts individuals and families across the United States, including here in the City of Antioch, regardless of gender, age, sexual orientation, race, ethnicity, religion, socioeconomic status, or cultural background;*

*WHEREAS, the marginalization of specific groups within our society, including but not limited to people of color, individuals living with disabilities, undocumented individuals, and LGBT individuals significantly increases their vulnerability to domestic violence and their ability to access vital support services;*

*WHEREAS, children exposed to domestic violence often suffer lasting impacts, including emotional trauma, developmental challenges, behavioral problems, substance abuse, and difficulties in academic achievement, which can extend into adulthood, affecting their long-term health and wellbeing;*

*WHEREAS, domestic violence is a leading cause of homelessness, particularly among women and families, as survivors often face the difficult decision between remaining in abusive environments or facing homelessness due to a lack of safe, affordable housing options;*

*WHEREAS, it is crucial to provide access to culturally responsive and trauma-informed prevention and intervention services, along with public education programs, to challenge the societal norms and power dynamics that perpetuate domestic violence and foster a community-wide culture of accountability, safety, and respect;*

*WHEREAS, the City of Antioch is committed to working with local organizations, service providers, law enforcement, and community leaders to promote policies and practices that enhance survivor safety, hold perpetrators accountable, and prevent domestic violence through community education, advocacy, and coordinated efforts; and*

*WHEREAS, the City of Antioch's Public Safety and Community Resources Department will host its second Domestic Violence Awareness Event on October 26, 2024.*

*NOW, THEREFORE, I, LAMAR A. HERNANDEZ-THORPE, Mayor of the City of Antioch, hereby proclaim the month of October 2024, and each following October, to be "Domestic Violence Awareness Month" in the City of Antioch.*

**OCTOBER 8, 2024**

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

**5.01**  
**10-8-24**





# DOMESTIC VIOLENCE AWARENESS WALK

## LET'S COME AND SPREAD THE LOVE



**26th October, 2024  
7:30AM**

### About Our Event

The approximately 2-mile walk begins and ends at the Antioch Community Center at 4703 Lone Tree Way, Antioch CA..

**REGISTER NOW!**



### Event Highlights

#### Resources

Learning about the domestic violence resources available to support those in need—together, we can make a difference.

#### Delicious Food

Enjoy a nutritious and FREE spread of food and refreshments.

**For more information:**  
925-779-7082  
Jharrison@antiochca.gov

**ANTIOCH**  
CALIFORNIA  
OPPORTUNITY LIVES HERE



## ***FILIPINO AMERICAN HISTORY MONTH***

***October 2024***

***WHEREAS, October 1992 was the first time Filipino American History Month was celebrated in the United States. In 2009, U.S. Congress declared October as Filipino American History Month, and in 2015, President Obama celebrated the first Filipino American History Month at the White House;***

***WHEREAS, understanding the history of Filipino people in the United States is an important part of celebrating Filipino American History Month;***

***WHEREAS, the first recorded presence of Filipinos in the continental United States occurred on October 18, 1587, when “Luzones Indios” came ashore from the Spanish galleon Nuestra Senora de Esperanza and landed at what is now Morro Bay, California;***

***WHEREAS, Filipino Americans are the second largest Asian American group in the nation and the third largest ethnic group in California;***

***WHEREAS, Filipino American History Month is an opportunity to highlight the economic, cultural, social, and other notable contributions Filipino Americans have made in countless ways toward the development of United States history;***

***WHEREAS, the contributions of Filipino Americans have enhanced the freedom and prosperity America continues to enjoy today;***

***WHEREAS, the customs and traditions of Filipino Americans are respected and celebrated as part of the rich history of our city, state, and nation;***

***WHEREAS, the late Peter Aquino Aduja of Hawaii became the first Filipino American elected to public office and the late Thelma Garcia Buchholdt of Alaska became the first Filipina American elected to a legislature in the United States, respectively, inspiring fellow Filipino Americans to pursue public service in politics and government; and***

***WHEREAS, the official 2024 theme from the Filipino American National Historical Society Board of Trustees for Filipino American History Month is “Struggle, Resistance, Solidarity, and Resilience.”***

***NOW, THEREFORE, I, LAMAR A. HERNANDEZ-THORPE, Mayor of the City of Antioch, hereby proclaim that October 2024 is “Filipino American History Month” in the City of Antioch.***

**OCTOBER 08, 2024**

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

**5.02  
10-8-24**



## ***NATIONAL BREAST CANCER AWARENESS MONTH October 2024***

***WHEREAS, October is nationally recognized as Breast Cancer Awareness Month and aims to raise awareness and to educate about breast health and breast cancer, which is a leading cause of death in women in the United States;***

***WHEREAS, October is also the month that recognizes the many survivors, those living with metastatic breast cancer, their supporters and loved ones, and honors those lives lost to the disease;***

***WHEREAS, the history of Breast Cancer Awareness Month began in 1985 as a week-long awareness campaign by the American Cancer Society and it eventually extended to a month-long event and the pink ribbon came into play in 1992;***

***WHEREAS, approximately 310,720 women in the United States are diagnosed with breast cancer in 2024. For these women, the impact of breast cancer extends well beyond the single month of awareness;***

***WHEREAS, this October, we want to make Breast Cancer Awareness Month more than just about awareness. This October we encourage more involvement to get screened and take action since early detection of breast cancer is often key to successful outcomes; and***

***WHEREAS, there are other ways to help by using your voice and passion to help reach every woman and make sure they have access to screening, support and proper care.***

***NOW, THEREFORE, I, LAMAR A. HERNANDEZ-THORPE, Mayor of the City of Antioch, hereby proclaim that October 2024 is “Breast Cancer Awareness Month”.***

**OCTOBER 8, 2024**

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





**ANTIOCH WATER PARK**  
**INVITES YOU TO OUR**  
**5TH ANNUAL**

**FALLOWEEN**

**SATURDAY 2-7PM**  
**OCTOBER 19TH**

**YOU WILL FIND GAMES,  
INFLATABLE ACTIVITIES,  
PUMPKIN CARVING, COSTUME  
CONTESTS, PUMPKIN PATCH,  
SWIMMING, FACE PAINTING,  
AND SO MUCH MORE!**

**ALL AGES WELCOME!**



**FOR TICKETS & MORE INFO VISIT**  
**[ANTIOCHWATERPARK.COM](http://ANTIOCHWATERPARK.COM)**

**IN COLLABORATION WITH YOUTH SERVICES NETWORK'S**

**TRUNK-O-TREAT**

**4701 LONE TREE WAY, ANTIOCH**





# **FREE** 36th Annual **KIDS FISHING DERBY**

**SATURDAY, OCTOBER 12 | 9AM-12PM**

WALDIE PLAZA & PUBLIC FISHING PIER  
(ACROSS FROM CITY HALL)

**Bring your own fishing poles or use one of ours!**

The fishing derby provides the opportunity to teach kids fifteen and younger conservation and the basics of fishing competition that may spur an interest in future events. **Register the day of the event to join in on this exciting afternoon filled with great catches!**

**Open to kids ages 4-15 with Parent or Adult Guardian. For more information, contact Mike Hall at (925) 634-6356 or visit [antiochca.gov/recreation](http://antiochca.gov/recreation)**



**CALIFORNIA STRIPED BASS ASSOCIATION**

**ANTIOCH**  
CALIFORNIA

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, OCTOBER 25, 2024:**

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

**DEADLINE DATE: FRIDAY, OCTOBER 25, 2024:**

- **PLANNING COMMISSION**
  - Two (2) vacancies, expiring October 2028
- **ANTIOCH POLICE OVERSIGHT COMMISSION**
  - Two (2) vacancies, expiring November 2027



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

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

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

**#7**





**Extended Deadline Date: By 5:00 p.m., October 25, 2024**

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

**Purpose:**

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

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

**Qualifications:**

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

**Meetings:**

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

**Location:**

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

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

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



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.



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



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

**Purpose:**

The Commission shall advise the City Council and Staff on the administration of the Antioch Police Department and public safety issues to ensure that the policies conform to national standards of constitutional policing. The Commission shall promote, encourage, and facilitate community participation and oversight by reviewing and recommending policies that are sensitive to the diverse needs of the residents, aiming to inform the community of its rights and responsibilities on interactions with police officers. (Ordinance No. 2212-C-S, passed May 24, 2022).

**Committee Seats:**

- One (1) representative from each of the four (4) councilmembers voting districts of the City.
- One (1) representative of the Antioch faith-based community.
- One (1) representative of the Antioch business community.
- One (1) employee or student of the Antioch Unified School District.



**Meetings:**

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

**Requirements:**

- Must be a resident of the City of Antioch.
- **Not** a spouse of, or a current /former City Employee /department-sworn employee /sworn police officer /sworn police officer association representative.
- 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.

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



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of October 8, 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.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of October 8, 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 24, 2024

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### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Meeting Minutes of September 24, 2024.

### **FISCAL IMPACT**

None

### **DISCUSSION**

N/A

### **ATTACHMENT**

None.



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
SEPTEMBER 13-26,2024  
FUND/CHECK#

**100 General Fund**

***Non departmental***

00415220	EMPLOYMENT DEVELOPMENT DEPT	PAYROLL	1,936.94
00415237	HORNE	STATE REFUND	449.74
00415249	LIFE INS COMPANY OF NO AMERICA	PAYROLL	5,185.08
00415256	MUNICIPAL POOLING AUTHORITY	PAYROLL	2,349.24
00415266	PARS	PAYROLL	8,288.11
00415285	STATE OF CALIFORNIA	PAYROLL	120.00
00415479	FREEDOM FOREVER LLC	REFUND CBSC FEE	12.75
00415522	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	7,266.80
00949220	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	42,488.87
00949229	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	28,092.48

***City Council***

00415213	COSTCO	VARIOUS BUSINESS EXPENSES	319.13
00415290	VERIZON WIRELESS	DATA USAGE	105.42

***City Attorney***

00415281	SHRED IT INC	SHREDDING SERVICES	41.03
00415290	VERIZON WIRELESS	DATA USAGE	314.09
00415440	ATKINSON ANDELSON LOYA RUUD & ROMO	LEGAL SERVICES RENDERED	869.40
00415447	BERTRAND FOX ELLIOT OSMAN & WENZEL	LEGAL SERVICES RENDERED	472.00
00415448	BEST BEST & KRIEGER LLP	LEGAL SERVICES RENDERED	24,649.21
00415455	CANON FINANCIAL SERVICES	COPIER LEASE	140.69
00415495	JACKSON LEWIS PC	LEGAL SERVICES RENDERED	1,285.50
00415509	MICHAEL H ROUSH	LEGAL SERVICES RENDERED	3,000.00
00415524	REDWOOD PUBLIC LAW LLP	LEGAL SERVICES RENDERED	1,968.00
00415538	SMARTSHEET INC	SOFTWARE	1,200.00

***City Manager***

00415181	AMBIUS	PLANT SERVICE	374.92
00415213	COSTCO	VARIOUS BUSINESS EXPENSES	915.99
00415226	ADAM GROSS- FOODIE CREW	EMPLOYEE APPRECIATION	7,572.75
00415245	L ROMEROS RENTALS	OUTDOOR CANOPIES	1,492.60
00415281	SHRED IT INC	SHREDDING SERVICES	40.99
00415435	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	178.42
00415446	BELLECCI & ASSOCIATES	PROFESSIONAL SERVICES	4,782.80
00415455	CANON FINANCIAL SERVICES	COPIER LEASE	140.68
00949235	KANTAK, ASHWINI	COACHING SERVICES	720.00

***City Clerk***

00415281	SHRED IT INC	SHREDDING SERVICES	41.01
00415430	ACCOMTEMPS	TEMP SERVICES	2,563.94
00415472	EIDEN, KITTY J	MINUTES CLERK	450.00
00415548	TOTAL RECALL CAPTIONING	CLOSED CAPTIONS	862.50
00949209	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	853.60

***Human Resources***

00415212	CORTEZ, ANA E	EXPENSE REIMBURSEMENT	1,660.00
00415218	DIABLO LIVE SCAN LLC	FINGERPRINTS	120.00
00415222	EXAMWORKS LLC	MEDICAL EVALUATION	3,275.00
00415235	HIRERIGHT GIS INTERMEDIATE CORP	BACKGROUND SCREENING SVC	2,575.00
00415240	IEDA INC	MEMBERSHIP DUES	6,755.44



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
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00415246	LAWSON, JOHN A	CHECK REPLACEMENT	125.00
00415255	MGT IMPACT SOLUTIONS, LLC	RECRUITMENT	32,579.85
00415257	NGUYEN, TIFFANY JACQUELINE	EDUCATION REIMBURSEMENT	603.08
00415491	IEDA INC	MEMBERSHIP DUES	12,392.76
00415517	OFFICE DEPOT INC	OFFICE SUPPLIES	52.26
00415538	SMARTSHEET INC	SOFTWARE	1,800.00
<b>Economic Development</b>			
00415455	CANON FINANCIAL SERVICES	COPIER LEASE	140.68
00415555	VERIZON WIRELESS	DATA USAGE	105.12
<b>Finance Administration</b>			
00415517	OFFICE DEPOT INC	OFFICE SUPPLIES	17.98
<b>Finance Accounting</b>			
00415517	OFFICE DEPOT INC	OFFICE SUPPLIES	147.65
<b>Finance Operations</b>			
00415521	QUADIENT LEASING USA INC	LEASE AGREEMENT	1,403.39
<b>Public Works Administration</b>			
00415435	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	99.67
<b>Public Works Street Maintenance</b>			
00415236	HOME DEPOT, THE	SUPPLIES	3,402.05
00415435	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	101.15
00415437	ANTIOCH BUILDING MATERIALS	PAVING ROCK	6,100.21
00415453	C & J FAVALORA TRUCKING INC	ROCK HAULING	1,200.00
00415463	CONSTRUCTION ZONE LLC, THE	STENCIL GUARD	421.22
00415469	DISPENSING TECHNOLOGY CORP	GAS VALVE ASSEMBLY	270.01
00415492	INTERSTATE SALES	STREET SIGN POLES	12,443.62
00415532	SCA OF CA, LLC	STREET SWEEPING	10,461.60
00415534	SHARJO LLC	ABATEMENT SERVICES	15,295.98
00415535	SHERWIN WILLIAMS CO	PAINT STRAINER	80.46
00415555	VERIZON WIRELESS	DATA USAGE	52.71
00415561	ZAP MANUFACTURING INC	STREET SIGNS	4,617.86
00415562	ZUMAR INDUSTRIES INC	TRAFFIC PAINT	1,926.19
00949232	GRAINGER INC	ELECTROLYTE POPS	70.29
<b>Public Works-Signal/Street Lights</b>			
00415242	JAM SERVICES INC	ELECTRICAL EQUIPMENT	13,828.50
00415263	PACIFIC GAS & ELECTRIC CO	ELECTRIC	125.06
00415439	AT & T MCI	PHONES	634.65
00415467	DC ELECTRIC GROUP INC	STREET LIGHT MAINTENANCE	4,265.64
00415520	PACIFIC GAS & ELECTRIC CO	ELECTRIC	225.20
<b>Public Works-Facilities Maintenance</b>			
00415236	HOME DEPOT, THE	SUPPLIES	114.65
00415263	PACIFIC GAS & ELECTRIC CO	GAS	100.07
00415434	ALTA FENCE	FENCE REPAIR	520.00
00415435	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	849.76
00415439	AT & T MCI	PHONES	89.71
00415467	DC ELECTRIC GROUP INC	ICE MACHINE	2,605.46
00415498	KARLA'S JANITORIAL & SUPPLIERS, LLC	JANITORIAL SERVICES	7,944.00
00415516	ODYSSEY POWER CORP	GENERATOR REPAIR	418.00
00415555	VERIZON WIRELESS	DATA USAGE	52.56



CLAIMS BY FUND REPORT  
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00949233	HAMMONS SUPPLY COMPANY	SOAP	391.15
<b>Public Works-Parks Maint</b>			
00415439	AT & T MCI	PHONES	152.10
00949242	SITEONE LANDSCAPE SUPPLY HOLDING	PARKS REPAIR	838.74
<b>Public Works-Median/General LANDSCAPE</b>			
00415193	B & D EXCAVATION & CONSTRUCTION INC	PROGRESS PAYMENT #2	77,946.85
00415263	PACIFIC GAS & ELECTRIC CO	ELECTRIC	54.25
00415276	ROBERTS & BRUNE CO	PARTS	343.48
00415287	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	12,756.92
00415293	WATERSAVERS IRRIGATION	PARTS	930.62
00415294	WESTSIDE LANDSCAPE & CONCRETE INC	FIREBREAK MOW & DISKING	2,672.00
00415439	AT & T MCI	PHONES	435.35
00415467	DC ELECTRIC GROUP INC	IRRIGATION CONTROLLER ELECTF	356.16
00415547	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	12,756.92
00415557	WATERSAVERS IRRIGATION	PROSSERVILLE ENHANCEMENT	569.07
00949226	SITEONE LANDSCAPE SUPPLY HOLDING	SUPPLIES	60,149.00
00949242	SITEONE LANDSCAPE SUPPLY HOLDING	IRRIGATION PARTS	1,640.34
<b>Police Administration</b>			
00415189	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	922.00
00415192	AT & T MOBILITY	DEPARTMENT CELL PHONES	6,738.14
00415198	BUSHBY, BRANDON MATTHEW	CHECK REPLACEMENT	69.00
00415199	CAMPWAY	LOCKED BED COVER	2,448.13
00415201	CLONINGER, NAHLEEN R	PER DIEM	204.00
00415202	CODE 3 WEAR PUBLIC SAFETY OUTFITTERS	EVIDENCE STORAGE	1,519.49
00415208	CONTRA COSTA COUNTY	BUSINESS CARDS	741.20
00415214	CRUMP INVESTIGATIONS	BACKGROUND INVESTIGATION	15,370.48
00415215	CRYSTAL CLEAR LOGOS INC	PD UNIFORMS	322.55
00415219	EAN SERVICES LLC	TRAINING RENTALS	1,453.22
00415228	GALLS LLC	UNIFORMS	356.16
00415232	GONZALEZ, ADRIAN E	PER DIEM	258.00
00415233	GRAGG, RANDALL ANDREW	PER DIEM	204.00
00415247	LEXISNEXIS	MONTHLY FEE	252.50
00415248	LEXISNEXIS	ONLINE REPORTING	18,856.09
00415258	OCCUPATIONAL HEALTH CENTERS OF CA	PD PRE-EMPLOYMENT MEDICAL	492.00
00415259	OFFICE DEPOT INC	OFFICE SUPPLIES	530.95
00415261	PACIFIC COAST POLYGRAPH INVESTIGATIONS	POLYGRAPH EXAMINATIONS	2,400.00
00415268	PERRY, APRIL	PER DIEM	204.00
00415271	PREFERRED ALLIANCE INC	PRE-EMPLOYMENT EXAM	126.00
00415272	REACH PROJECT INC	JULY 2024 SERVICES	17,083.00
00415277	SAFESTORE INC	EVIDENCE STORAGE	4,969.20
00415278	SAN DIEGO POLICE EQUIPMENT CO	AMMUNITION	20,539.65
00415281	SHRED IT INC	SHREDDING SERVICES	137.49
00415283	SOUZA MELLONE, MICHAEL C	PER DIEM	204.00
00415288	TRANSUNION RISK & ALT DATA SOLUTIONS	LEO DATABASE	123.00
00415289	TURNAGE, AUTUMN M	PER DIEM	204.00
00415292	WARD, CHAD MICHAEL	EXPENSE REIMBURSEMENT	142.31
00415295	WHITAKER, WILLIAM	PER DIEM	204.00
00415296	WILLIAMS SCOTSMAN INC	EVIDENCE STORAGE	413.33





CLAIMS BY FUND REPORT  
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00415431	ADAMSON POLICE PRODUCTS	POLE CAMERA	14,900.74
00415439	AT & T MCI	PHONES	698.39
00415442	BAILEY, NAJEE AMIR	PER DIEM	860.00
00415450	BPS TACTICAL INC.	PD VESTS	1,415.76
00415455	CANON FINANCIAL SERVICES	MONTHLY CONTRACT	2,419.29
00415459	CODE 3 WEAR PUBLIC SAFETY OUTFITTERS	UNIFORM	3,668.14
00415460	COLE PRO MEDIA, CORP	ENGAGEMENT ADVISING	4,000.00
00415471	EGAN, JOSHUA	PER DIEM	920.00
00415477	FLYMOTION	DRONE REPAIR	116.60
00415480	GALLS LLC	UNIFORMS	1,230.66
00415483	GREEN, ROBERT A	PER DIEM	920.00
00415490	IBANEZ, ROBERT G.	EXPENSE REIMBURSEMENT	78.00
00415496	JEONG, JISEOK	PER DIEM	258.00
00415500	KOCH, MATTHEW T	EXPENSE REIMBURSEMENT	73.43
00415501	KOCH, MATTHEW T	PER DIEM	258.00
00415503	LEXISNEXIS	MONTHLY SUBSCRIPTION	252.50
00415506	LINE X KUSTOM & ACCESSORIES	WEATHER GUARD	1,435.48
00415510	MORRIS, GEOFFREY S	PER DIEM	430.00
00415514	NELSON, AMANDA SUSANNE	PER DIEM	172.00
00415515	NIEVES, RUDOLPH	PER DEIM	258.00
00415517	OFFICE DEPOT INC	OFFICE SUPPLIES	604.68
00415531	SAVE MART SUPERMARKETS	REFRESHMENTS ARBITRATION	54.97
00415541	SOUZA MELLONE, MICHAEL C	EXPENSE REIMBURSEMENT	353.96
00415551	TRUCKVAULT, INC	STORAGE	31,600.06
00415555	VERIZON WIRELESS	PATROL CAR MODEMS	3,010.81
00415559	WILLIAMS SCOTSMAN INC	EVIDENCE STORAGE	803.31
00415560	WILLIAMS SCOTSMAN INC	EVIDENCE STORAGE	3,476.77
00949210	CHAPLIN & HILL INVESTIGATIVE SERVICES LLC	PROFESSIONAL SERVICES	17,204.56
00949219	NATIONAL EMBLEM INC	KEY RINGS	527.24
00949222	PITNEY BOWES INC	METER INK	601.14
00949228	UBEO BUSINESS SERVICES	MONTHLY CONTRACT	2,062.96
<b>Police Community Policing</b>			
00415188	ARK PET HOSPITAL INC, THE	VET VISIT	136.75
00415217	D TAC K9 LLC	K9 MAINT TRAINING	950.00
00415224	FASTRAK VIOLATION PROCESSING	ON DUTY TOLL	69.00
00415284	SP PLUS CORP	PARKING SERVICES	23,382.68
00415454	CANINE DEVELOPMENT GROUP INC	K9 HANDLER SUBSCRIPTION	140.00
00415461	EMPLOYEE	ADVANCED DISABILITY PENSION	5,685.00
00415475	FASTRAK VIOLATION PROCESSING	ON DUTY TOLL	24.00
00415476	FASTRAK VIOLATION PROCESSING	ON DUTY TOLL	7.00
00415513	NATIONAL AUTO FLEET GROUP	PROPERTY/EVIDENCE VAN	49,649.65
<b>Police Traffic Division</b>			
00415486	EMPLOYEE	ADVANCED DISABILITY PENSION	5,685.00
<b>Police Investigations</b>			
00415190	ARROWHEAD SCIENTIFIC INC	EVIDENCE SUPPLIES	436.85
00415209	CONTRA COSTA COUNTY	LAB SERVICES	478.80
00415227	FOSTER & FREEMAN USA INC	EVIDENCE CAMERA	49,313.93
00415279	SEROLOGICAL RESEARCH INSTITUTE	LAB SERVICES	2,450.00



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
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00415286	T MOBILE USA INC	EVIDENCE/CELL RECOVERY	100.00
00415473	EWART, ASHLEY MARIE	EXPENSE REIMBURSEMENT	94.39
00415507	MAGNET FORENSICS USA INC	GRAYKEY LICENSE	33,105.00
00415531	SAVE MART SUPERMARKETS	INVESTIGATIONS SUPPLIES	159.65
00415533	SEROLOGICAL RESEARCH INSTITUTE	EVIDENCE/CRIME LAB	2,910.00
00415537	SMARSH INC	CLOUD SERVICES	41,429.86
00415546	T MOBILE USA INC	CELL PHONE ANALYSIS	1,030.00
<b>Police Communications</b>			
00415182	AMERICAN TOWER CORP	TOWER FEES	274.64
00415191	AT & T	PHONES	64.65
00415203	COMCAST	CONNECTION SERVICES	2,715.75
00415204	COMCAST	CONNECTION SERVICES	2,715.74
00415205	COMCAST	CONNECTION SERVICES	301.80
00415210	CONTRA COSTA COUNTY	RADIOS	465.00
00415231	GLOBALSTAR USA	SATELLITE PHONE	268.00
00415265	PACIFIC TELEMAGEMENT SERVICES	PAY PHONE	78.00
00415439	AT & T MCI	PHONES	2,085.07
<b>Office Of Emergency Management</b>			
00415439	AT & T MCI	PHONES	472.40
<b>Police Facilities Maintenance</b>			
00415194	BARNETT MEDICAL SERVICES INC	BIOHAZARD DISPOSAL	182.00
00415274	REINHOLDT ENGINEERING CONSTR	INSPECTION SERVICES	175.00
00415439	AT & T MCI	PHONES	285.21
00415498	KARLA'S JANITORIAL & SUPPLIERS, LLC	JANITORIAL SERVICES	7,462.00
00415516	ODYSSEY POWER CORP	GENERATOR REPAIR	418.00
<b>Youth Network Services</b>			
00415187	ARCHITECTURAL FOUNDATION OF SF	BUILD INTERNSHIP	20,000.00
00415290	VERIZON WIRELESS	DATA USAGE	105.12
00415435	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	2,865.77
<b>Housing &amp; Homelessness</b>			
00415275	RIDLEY, JAZMIN K	EXPENSE REIMBURSEMENT	32.64
00415280	SHARE COMMUNITY	LAUNDRY VOUCHER PROGRAM	715.00
00415290	VERIZON WIRELESS	DATA USAGE	52.71
<b>PSCR Administration</b>			
00415290	VERIZON WIRELESS	DATA USAGE	52.71
00415435	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	214.20
00415498	KARLA'S JANITORIAL & SUPPLIERS, LLC	JANITORIAL SERVICES	770.00
<b>Community Development Administration</b>			
00415435	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	85.26
<b>Community Development LANDSCAPE Planning Services</b>			
00415435	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	131.34
00949209	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	773.58
<b>CD Code Enforcement</b>			
00415464	CONTRA COSTA COUNTY	CE AUGUST RECORDING FEES	48.00
00415466	DATA TICKET INC	CONSULTING SERVICES	886.50
<b>PW Engineer LANDSCAPE Development</b>			
00415223	FASTENAL CO	VEST	42.24
00415435	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	140.60





CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
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00415439	AT & T MCI	PHONES	59.29
00415487	HAWTHORN VENTURES LLC	SAFETY SHOES- BARAJAS,T	242.67
00415555	VERIZON WIRELESS	DATA USAGE	128.73
<b>Community Development Building Inspection</b>			
00415435	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	21.60
00415479	FREEDOM FOREVER LLC	REFUND ELECT RESID	802.50
<b>Capital Imp. Administration</b>			
00415555	VERIZON WIRELESS	DATA USAGE	38.01
<b>206</b>	<b>American Rescue Plan Fund</b>		
<b>Non Departmental</b>			
00415529	RUDRAM LLC	BRIDGE HOUSING	97,333.33
<b>211</b>	<b>Delta Fair Property Fund</b>		
<b>Non departmental</b>			
<b>Parks &amp; Open Space</b>			
00949227	STAR CONSTRUCTION INC	PROGRESS PAYMENT #4	192,477.00
00949237	KLEINFELDER INC	TESTING SERVICES	6,980.35
<b>212</b>	<b>CDBG Fund</b>		
<b>CDBG</b>			
00949209	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	365.69
00949231	CITY DATA SERVICES LLC	SOFTWARE	577.50
<b>CDBG-CV</b>			
00949231	CITY DATA SERVICES LLC	SOFTWARE	94.50
<b>213</b>	<b>Gas Tax Fund</b>		
<b>Streets</b>			
00415263	PACIFIC GAS & ELECTRIC CO	ELECTRIC	393.04
00415520	PACIFIC GAS & ELECTRIC CO	ELECTRIC	144.27
<b>214</b>	<b>Animal Services Fund</b>		
<b>Animal Services</b>			
00415297	ZOETIS LLC	VET SUPPLIES	1,002.73
00415560	WILLIAMS SCOTSMAN INC	STORAGE	1,303.96
<b>215</b>	<b>Civic Arts Fund</b>		
<b>Civic Arts</b>			
00415195	BAYCOIN BEATS - ELEVATED TALENT GROUP	SUMMER CONCERT	2,000.00
00415229	GARCIA, JOE R	SUMMER CONCERT	2,250.00
00415260	OKIN, NEAL	SUMMER CONCERT	3,000.00
00415470	DPH SOUND & LIGHTING	SOUND FOR EVENT	10,941.20
<b>219</b>	<b>Recreation Fund</b>		
<b>Non departmental</b>			
00415481	GONZALES, MYLA	DEPOSIT REFUND	500.00
00415528	ROBINSON, CHERYL	DEPOSIT REFUND	500.00
<b>Nick Rodriguez Community Cent</b>			
00415180	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	1,070.70
00415196	BRADY INDUSTRIES	JANITORIAL SUPPLIES	1,309.46
00415206	CONCORD GLASS	WINDOW REPAIR	790.84
00415439	AT & T MCI	PHONES	76.86
00415451	BRADY INDUSTRIES	JANITORIAL SUPPLIES	3,475.58
00415550	TRI DELTA TRANSIT	TRI DELTA BUS PASSES	5,500.00



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**Recreation Sports Programs**

00415180	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	371.55
00415207	CONCORD SOFTBALL UMPIRES	SOFTBALL UMPIRES	2,508.00
00415290	VERIZON WIRELESS	DATA USGE	39.02
00415439	AT & T MCI	PHONES	30.42
00415542	SPORTSFIELD SPECIALTIES	ACP SOCCER NETS	1,181.65

**Recreation-Comm Center**

00415180	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	919.70
00415253	MCCAULEY AGRICULTURAL & PEST CONTROL	BIRD CONTROL SERVICE	100.00
00415264	PACIFIC GAS & ELECTRIC CO	GAS	14,847.52
00415439	AT & T MCI	PHONES	31.55
00415443	BAY AREA JUMP	JUMPERS FOR FALL FEST	2,606.95
00415444	BE EXCEPTIONAL	CONTRACTOR PAYMENT	3,648.00
00949238	LSA ASSOCIATES INC	BURROWING OWL MONITORING	685.00

**Recreation Water Park**

00415177	ADVANTASOFT INC	AWP SOFTWARE	2,935.71
00415180	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	1,021.52
00415244	KNORR SYSTEMS INC	FUEL SURCHARGE	4,667.32
00415439	AT & T MCI	PHONES	177.86
00415451	BRADY INDUSTRIES	JANITORIAL SUPPLIES	844.44
00415499	KNORR SYSTEMS INC	CHEMICALS	795.02
00415505	LINCOLN EQUIPMENT INC	FUEL SURCHARGE	1,947.51

**222 Measure C/J Fund**

**Streets**

00415523	RECOLOGY BLOSSOM VALLEY ORGANICS	MULCH	9,969.68
00415539	SOILANDSCAPE CO INC	TOP SOIL	4,956.23
00415547	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	47,196.50

**226 Solid Waste Reduction Fund**

**Solid Waste**

00415273	RECYCLE AWAY, LLC	RECYCLING CONTAINER	4,259.61
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**229 Pollution Elimination Fund**

**Channel Maintenance Operation**

00415179	ALTA FENCE	FENCING IN CREEK AREAS	17,489.00
00415267	PARVINDER K GIR	LANDSCAPE MATERIALS	12,098.44
00415282	SILVA LANDSCAPE	LANDSCAPE SERVICES	9,720.00
00415536	SILVA LANDSCAPE	LANDSCAPE SERVICES	5,400.00

**251 Lone Tree SLLMD Fund**

**Lonetree Maintenance Zone 1**

00415287	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,058.93
00415294	WESTSIDE LANDSCAPE & CONCRETE INC	FIREBREAK MOW & DISKING	4,634.00
00415439	AT & T MCI	PHONES	121.68
00415547	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,247.93

**Lonetree Maintenance Zone 2**

00415287	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	11,001.54
00415294	WESTSIDE LANDSCAPE & CONCRETE INC	FIREBREAK MOW & DISKING	11,236.00
00415439	AT & T MCI	PHONES	209.83
00415547	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	11,451.54



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**Lonetree Maintenance Zone 3**

00415287	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	9,437.75
00415294	WESTSIDE LANDSCAPE & CONCRETE INC	FIREBREAK MOW & DISKING	30,290.00
00415439	AT & T MCI	PHONES	91.26
00415547	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	9,437.75

**Lonetree Maintenance Zone 4**

00415287	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,493.85
00415294	WESTSIDE LANDSCAPE & CONCRETE INC	FIREBREAK MOW & DISKING	867.56
00415547	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,643.85

**252 Downtown SLLMD Fund**

**Downtown Maintenance**

00415287	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,311.42
00415547	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,311.42

**253 Almondridge SLLMD Fund**

**Almondridge Maintenance**

00415287	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,434.19
00415294	WESTSIDE LANDSCAPE & CONCRETE INC	FIREBREAK MOW & DISKING	447.72
00415547	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,434.19

**254 Hillcrest SLLMD Fund**

**Non departmental**

**Hillcrest Maintenance Zone 1**

00415287	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,298.61
00415294	WESTSIDE LANDSCAPE & CONCRETE INC	FIREBREAK MOW & DISKING	21,598.00
00415439	AT & T MCI	PHONES	60.84
00415547	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,817.61

**Hillcrest Maintenance Zone 2**

00415193	B & D EXCAVATION & CONSTRUCTION INC	PROGRESS PAYMENT #2	240,553.15
00415287	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,245.62
00415294	WESTSIDE LANDSCAPE & CONCRETE INC	FIREBREAK MOW & DISKING	30,013.00
00415439	AT & T MCI	PHONES	212.94
00415446	BELLECCI & ASSOCIATES	ENGINEERING SERVICES	1,916.00
00415467	DC ELECTRIC GROUP INC	IRRIGATION ELECTRICAL WORK	926.40
00415547	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,245.62

**Hillcrest Maintenance Zone 4**

00415287	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,926.34
00415294	WESTSIDE LANDSCAPE & CONCRETE INC	FIREBREAK MOW & DISKING	12,643.48
00415439	AT & T MCI	PHONES	180.97
00415547	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,926.34

**255 Park 1A Maintenance District Fund**

**Park 1A Maintenance District**

00415287	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,438.12
00415294	WESTSIDE LANDSCAPE & CONCRETE INC	FIREBREAK MOW & DISKING	470.00
00415439	AT & T MCI	PHONES	30.42
00415547	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,438.12

**256 Citywide 2A Maintenance District Fund**

**Citywide 2A Maintenance Zone 3**

00415287	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,510.86
00415294	WESTSIDE LANDSCAPE & CONCRETE INC	FIREBREAK MOW & DISKING	2,097.56



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00415547 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,510.86
<b>Citywide 2A Maintenance Zone 4</b>		
00415287 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,306.83
00415294 WESTSIDE LANDSCAPE & CONCRETE INC	FIREBREAK MOW & DISKING	3,524.00
00415547 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,306.83
<b>Citywide 2A Maintenance Zone 5</b>		
00415287 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,452.86
00415294 WESTSIDE LANDSCAPE & CONCRETE INC	FIREBREAK MOW & DISKING	4,926.00
00415547 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,452.86
<b>Citywide 2A Maintenance Zone 6</b>		
00415287 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,309.97
00415294 WESTSIDE LANDSCAPE & CONCRETE INC	FIREBREAK MOW & DISKING	3,560.00
00415547 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,309.97
<b>Citywide 2A Maintenance Zone 8</b>		
00415287 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,192.54
00415294 WESTSIDE LANDSCAPE & CONCRETE INC	FIREBREAK MOW & DISKING	4,976.56
00415547 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,192.54
<b>Citywide 2A Maintenance Zone 9</b>		
00415287 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,542.90
00415294 WESTSIDE LANDSCAPE & CONCRETE INC	FIREBREAK MOW & DISKING	8,817.00
00415439 AT & T MCI	PHONES	121.68
00415547 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,992.90
<b>Citywide 2A Maintenance Zone10</b>		
00415287 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,658.67
00415294 WESTSIDE LANDSCAPE & CONCRETE INC	FIREBREAK MOW & DISKING	2,386.20
00415547 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,658.67
<b>257 SLLMD Administration Fund</b>		
<b>SLLMD Administration</b>		
00415439 AT & T MCI	PHONES	154.14
00949241 RED WING SHOE STORE	SAFETY SHOES- AMBRIZ, B	296.23
<b>259 East Lone Tree SLLMD Fund</b>		
<b>Zone 1-District 10</b>		
00415287 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,531.92
00415294 WESTSIDE LANDSCAPE & CONCRETE INC	FIREBREAK MOW & DISKING	7,188.44
00415547 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,531.92
<b>281 CFD 2018-01 Public Services Fund</b>		
<b>CFD 2018-01 Maintenance</b>		
00415287 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,305.14
00415294 WESTSIDE LANDSCAPE & CONCRETE INC	FIREBREAK MOW & DISKING	465.82
00415547 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,305.14
<b>283 CFD 2022-01 Public Services Fund</b>		
<b>CFD 2018-01 Maintenance</b>		
00415287 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	406.85
00415547 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	406.85
<b>311 Capital Improvement Fund</b>		
<b>Non departmental</b>		
<b>Streets</b>		
00415530 SANDSTONE ENVIRONMENTAL ENGINEERING	PROGRESS PAYMENT #1	58,781.25



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**569 Vehicle Replacement Fund**

**Equipment Maintenance**

00415513	NATIONAL AUTO FLEET GROUP	VEHICLE REPLACEMENT	48,565.79
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**570 Equipment Maintenance Fund**

**Non departmental**

00415239	HUNT & SONS INC	FUEL	7,112.25
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00415489	HUNT & SONS INC	FUEL	11,469.66
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**Equipment Maintenance**

00415432	AFFORDABLE TIRE CENTER	SMOG CHECK	120.00
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00415449	BILL BRANDT FORD	WATER PUMP	3,506.17
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00415457	CHUCKS BRAKE & WHEEL SERVICE INC	PARTS	196.45
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00415458	COAST COUNTIES TRUCK & EQUIPMENT	HARDWARE KIT	191.34
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00415478	FRED L CRABAUGH	WELD PLATE	300.00
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00415502	LES SCHWAB TIRES OF CALIFORNIA	WHEEL	666.60
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00415504	LIM AUTOMOTIVE SUPPLY INC	PARTS	2,537.10
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00415511	MSI FUEL MANAGEMENT INC	AIM TITANIUM KIT	2,359.19
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00415512	MUNICIPAL MAINT EQUIPMENT INC	PARTS	782.76
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00415518	OREILLY AUTO PARTS	PARTS	1,686.05
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00415540	SOUTHERN COUNTIES LUBRICANTS LLC	OIL	3,683.92
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00415544	STOMMEL INC	PARTS	612.96
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00415549	TRED SHED, THE	PARTS	4,101.69
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00415552	ULINE	PARTS	152.02
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00415556	WALNUT CREEK FORD	PARTS	2,397.52
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00949232	GRAINGER INC	PARTS	76.54
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00949236	KIMBALL MIDWEST	HARDWARE	1,495.95
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00949240	PETERSON TRACTOR CO	PARTS	143.18
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00949241	RED WING SHOE STORE	SAFETY SHOES- WARA T	568.04
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**573 Information Services Fund**

**Information Services**

00415439	AT & T MCI	PHONES	117.01
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**Network Support & PCs**

00415183	AMS DOT NET INC	DUO LICENSES	4,050.00
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00415203	COMCAST	CONNECTION SERVICES	2,715.72
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00415204	COMCAST	CONNECTION SERVICES	2,715.73
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00415221	EPLUS TECHNOLOGY INC	CYBER SECURITY SERVICES	66,244.22
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00415238	HUDU TECHNOLOGIES, INC.	HUDU DOCUMENTATION	1,620.00
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00415269	PLURALSIGHT LLC	LICENSE FEE	4,668.00
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00415439	AT & T MCI	PHONES	277.37
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00415462	COMCAST	CONNECTION SERVICES	180.89
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**Telephone System**

00415439	AT & T MCI	PHONES	2,264.73
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**GIS Support Services**

00415555	VERIZON WIRELESS	DATA USAGE	371.19
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**Office Equipment Replacement**

00415183	AMS DOT NET INC	FIREWALL REPLACEMENT	1,980.00
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00415435	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	119.63
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00949212	DELL COMPUTER CORP	COMPUTER EQUIPMENT	2,124.66
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**577 Post Retirement Medical-Police Fund**  
***Non Departmental***

00415251	MACLEOD WATTS INC	GASB 75 REPORT	775.00
00415563	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00415572	RETIREE	MEDICAL AFTER RETIREMENT	1,477.26
00415576	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00415578	RETIREE	MEDICAL AFTER RETIREMENT	2,593.23
00415579	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00415581	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00415582	RETIREE	MEDICAL AFTER RETIREMENT	96.74
00415583	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00415585	RETIREE	MEDICAL AFTER RETIREMENT	1,783.68
00415586	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00949218	RETIREE	MEDICAL AFTER RETIREMENT	2,293.72
00949239	RETIREE	CHECK REPLACEMENT	1,885.82
00949243	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949245	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00949246	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00949247	RETIREE	MEDICAL AFTER RETIREMENT	108.33
00949252	RETIREE	MEDICAL AFTER RETIREMENT	1,189.20
00949253	RETIREE	MEDICAL AFTER RETIREMENT	404.78
00949255	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949256	RETIREE	MEDICAL AFTER RETIREMENT	654.66
00949260	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00949262	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949269	RETIREE	MEDICAL AFTER RETIREMENT	1,021.41
00949270	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949275	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00949277	RETIREE	MEDICAL AFTER RETIREMENT	873.00
00949279	RETIREE	MEDICAL AFTER RETIREMENT	739.30
00949282	RETIREE	MEDICAL AFTER RETIREMENT	654.66
00949292	RETIREE	MEDICAL AFTER RETIREMENT	1,557.12
00949297	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949298	RETIREE	MEDICAL AFTER RETIREMENT	873.00
00949299	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949313	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00949314	RETIREE	MEDICAL AFTER RETIREMENT	739.30
00949315	RETIREE	MEDICAL AFTER RETIREMENT	232.43
00949316	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949319	RETIREE	MEDICAL AFTER RETIREMENT	546.39
00949321	RETIREE	MEDICAL AFTER RETIREMENT	1,681.54
00949328	RETIREE	MEDICAL AFTER RETIREMENT	167.79
00949329	RETIREE	MEDICAL AFTER RETIREMENT	485.80
00949330	RETIREE	MEDICAL AFTER RETIREMENT	1,838.54
00949331	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949334	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00949343	RETIREE	MEDICAL AFTER RETIREMENT	2,221.53
00949346	RETIREE	MEDICAL AFTER RETIREMENT	1,375.12





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00949349	RETIREE	MEDICAL AFTER RETIREMENT	2,383.00
00949353	RETIREE	MEDICAL AFTER RETIREMENT	935.09
00949355	RETIREE	MEDICAL AFTER RETIREMENT	864.41
00949356	RETIREE	MEDICAL AFTER RETIREMENT	1,438.01
00949363	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949365	RETIREE	MEDICAL AFTER RETIREMENT	1,124.55
00949368	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949369	RETIREE	MEDICAL AFTER RETIREMENT	739.30
00949371	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00949373	RETIREE	MEDICAL AFTER RETIREMENT	1,375.12
00949377	RETIREE	MEDICAL AFTER RETIREMENT	353.71
00949386	RETIREE	MEDICAL AFTER RETIREMENT	656.87
00949387	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00949389	RETIREE	MEDICAL AFTER RETIREMENT	1,387.69
00949397	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949398	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949400	RETIREE	MEDICAL AFTER RETIREMENT	475.66
00949402	RETIREE	MEDICAL AFTER RETIREMENT	55.00
00949403	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949407	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00949408	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949411	RETIREE	MEDICAL AFTER RETIREMENT	353.71
00949417	RETIREE	MEDICAL AFTER RETIREMENT	852.80
00949421	RETIREE	MEDICAL AFTER RETIREMENT	757.82
00949422	RETIREE	MEDICAL AFTER RETIREMENT	864.41
00949424	RETIREE	MEDICAL AFTER RETIREMENT	21.52
00949426	RETIREE	MEDICAL AFTER RETIREMENT	864.41
<b>578</b>	<b>Post Retirement Medical-Misc Fund</b>		
<b>Non Departmental</b>			
00415251	MACLEOD WATTS INC	GASB 75 REPORT	775.00
00415564	RETIREE	MEDICAL AFTER RETIREMENT	172.00
00415567	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00415568	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00415569	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00415571	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00415574	RETIREE	MEDICAL AFTER RETIREMENT	419.79
00415575	RETIREE	MEDICAL AFTER RETIREMENT	167.79
00415587	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00415588	RETIREE	MEDICAL AFTER RETIREMENT	289.77
00949244	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949248	RETIREE	MEDICAL AFTER RETIREMENT	291.15
00949249	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00949251	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949254	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949259	RETIREE	MEDICAL AFTER RETIREMENT	76.69
00949264	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949267	RETIREE	MEDICAL AFTER RETIREMENT	407.77
00949268	RETIREE	MEDICAL AFTER RETIREMENT	316.38



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00949271	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00949272	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00949273	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949276	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00949283	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949286	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949289	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949291	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949293	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00949294	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00949295	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949296	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00949303	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00949304	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949305	RETIREE	MEDICAL AFTER RETIREMENT	155.52
00949306	RETIREE	MEDICAL AFTER RETIREMENT	110.00
00949307	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00949311	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949312	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949322	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949323	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949327	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949333	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949338	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00949339	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949340	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949342	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949344	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949350	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949352	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949358	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00949362	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00949364	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949366	RETIREE	MEDICAL AFTER RETIREMENT	42.00
00949370	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949374	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949376	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949380	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949385	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949388	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949393	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949405	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949410	RETIREE	MEDICAL AFTER RETIREMENT	24.32
00949413	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949420	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949423	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949425	RETIREE	MEDICAL AFTER RETIREMENT	316.38





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**579 Post Retirement Medical-Mgmt Fund**  
**Non Departmental**

00415251	MACLEOD WATTS INC	GASB 75 REPORT	775.00
00415565	RETIREE	MEDICAL AFTER RETIREMENT	1,476.00
00415566	RETIREE	MEDICAL AFTER RETIREMENT	856.90
00415570	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00415573	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00415577	RETIREE	MEDICAL AFTER RETIREMENT	397.82
00415580	RETIREE	MEDICAL AFTER RETIREMENT	81.52
00415584	RETIREE	MEDICAL AFTER RETIREMENT	432.38
00415589	RETIREE	MEDICAL AFTER RETIREMENT	445.66
00415590	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00415591	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00949250	RETIREE	MEDICAL AFTER RETIREMENT	316.68
00949257	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00949258	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949261	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00949263	RETIREE	MEDICAL AFTER RETIREMENT	167.79
00949265	RETIREE	MEDICAL AFTER RETIREMENT	137.69
00949266	RETIREE	MEDICAL AFTER RETIREMENT	1,272.97
00949274	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949278	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949280	RETIREE	MEDICAL AFTER RETIREMENT	92.00
00949281	RETIREE	MEDICAL AFTER RETIREMENT	856.90
00949284	RETIREE	MEDICAL AFTER RETIREMENT	683.04
00949285	RETIREE	MEDICAL AFTER RETIREMENT	209.01
00949287	RETIREE	MEDICAL AFTER RETIREMENT	451.37
00949288	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949290	RETIREE	MEDICAL AFTER RETIREMENT	432.38
00949300	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949301	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949302	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949308	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00949309	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949310	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949317	RETIREE	MEDICAL AFTER RETIREMENT	263.02
00949318	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00949320	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949324	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949325	RETIREE	MEDICAL AFTER RETIREMENT	236.69
00949326	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00949332	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949335	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949336	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949337	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949341	RETIREE	MEDICAL AFTER RETIREMENT	654.66
00949345	RETIREE	MEDICAL AFTER RETIREMENT	656.20
00949347	RETIREE	MEDICAL AFTER RETIREMENT	609.06



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00949348	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949351	RETIREE	MEDICAL AFTER RETIREMENT	1,681.54
00949354	RETIREE	MEDICAL AFTER RETIREMENT	291.15
00949357	RETIREE	MEDICAL AFTER RETIREMENT	137.69
00949359	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949360	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949361	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949367	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949372	RETIREE	MEDICAL AFTER RETIREMENT	864.41
00949375	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949378	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949379	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949381	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949382	RETIREE	MEDICAL AFTER RETIREMENT	137.69
00949383	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949384	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00949390	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949391	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949392	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949394	RETIREE	MEDICAL AFTER RETIREMENT	263.02
00949395	RETIREE	MEDICAL AFTER RETIREMENT	683.04
00949396	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949399	RETIREE	MEDICAL AFTER RETIREMENT	432.38
00949401	RETIREE	MEDICAL AFTER RETIREMENT	318.86
00949404	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949406	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00949409	RETIREE	MEDICAL AFTER RETIREMENT	110.00
00949412	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949414	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949415	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949416	RETIREE	MEDICAL AFTER RETIREMENT	2,471.54
00949418	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949419	RETIREE	MEDICAL AFTER RETIREMENT	1,987.00
<b>611</b>	<b>Water Fund</b>		
	<b>Non departmental</b>		
00415178	ALL PRO PRINTING SOLUTIONS	ENVELOPES	3,135.93
00415230	GEMPLER'S INC	SUPPLIES	359.55
00415250	LIM AUTOMOTIVE SUPPLY INC	FUEL	372.93
00415435	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	16.22
00415451	BRADY INDUSTRIES	JANITORIAL SUPPLIES	748.68
00415487	HAWTHORN VENTURES LLC	BELTS	456.12
00415545	SUNRISE ENVIRONMENTAL	CLEANER SPRAY	379.45
00949215	GRAINGER INC	SUPPLIES	483.62
00949233	HAMMONS SUPPLY COMPANY	HAND SOAP	1,090.66
	<b>Water Supervision</b>		
00415555	VERIZON WIRELESS	DATA USAGE	274.24
	<b>Water Production</b>		
00415184	ANTIOCH ACE HARDWARE	SUPPLIES	249.42



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00415185	APPLIED TECHNOLOGY GROUP INC	RADIO MOUNTS	148.01
00415186	ARBORICULTURAL SPECIALTIES, INC	TREE WORK	44,000.00
00415197	BRENNTAG PACIFIC INC	CHEMICALS	6,446.26
00415211	CONTRA COSTA WATER DISTRICT	MAIN CANAL	1,828,808.79
00415225	FISHER SCIENTIFIC COMPANY	GLASSWARE	302.52
00415234	HD SUPPLY INC	JET PUMP	467.88
00415236	HOME DEPOT, THE	SUPPLIES	84.26
00415241	IXOM WATERCARE INC.	ANNUAL MAINTENANCE	15,000.00
00415243	KARL NEEDHAM ENTERPRISES INC	SLUDGE	32,138.75
00415250	LIM AUTOMOTIVE SUPPLY INC	BATTERY	589.44
00415252	MCCAMPBELL ANALYTICAL INC	SAMPLE TESTING	1,820.00
00415254	MCMaster CARR SUPPLY CO	BUILDING SUPPLIES	772.32
00415263	PACIFIC GAS & ELECTRIC CO	ELECTRIC	68.65
00415270	POLYDYNE INC	POLY	7,576.80
00415291	VESTIS GROUP INC	WEEKLY SUPPLIES	108.34
00415294	WESTSIDE LANDSCAPE & CONCRETE INC	FIREBREAK MOW & DISKING	8,333.66
00415438	APPLIED TECHNOLOGY GROUP INC	LIGHTNING ARRESTORS	1,336.68
00415439	AT & T MCI	PHONES	825.59
00415484	GUALCO GROUP INC, THE	CHEMICALS	4,000.00
00415497	JOHNSTON, COREY J	EXPENSE REIMBURSEMENT	1,165.42
00415498	KARLA'S JANITORIAL & SUPPLIERS, LLC	JANITORIAL SERVICES	939.00
00415506	LINE X KUSTOM & ACCESSORIES	WHETHER GUARD	2,683.11
00415525	REINHOLDT ENGINEERING CONSTR	UST INSPECTIONS	350.00
00415543	STANDARD PLUMBING SUPPLY CO. INC.	PIPE TAP	12.22
00415554	UNIVAR SOLUTIONS USA INC	CHEMICALS	39,626.22
00415555	VERIZON WIRELESS	DATA USAGE	183.67
00949211	CHEMTRADE CHEMICALS US LLC	CHEMICALS	10,776.99
00949213	EUROFINS EATON ANALYTICAL INC	LAB SUPPLIES	4,649.00
00949214	EVOQUA WATER TECHNOLOGIES LLC	CHEMICALS	736.90
00949215	GRAINGER INC	PARTS	3,810.08
00949216	IDEXX LABORATORIES INC	LAB SUPPLIES	4,569.70
00949221	PENCCO INC	CHEMICALS	12,941.28
00949223	RED WING SHOE STORE	SAFETY SHOES-CASTILLO, J	347.85
00949228	UBEO BUSINESS SERVICES	COPIER INK	23.46
00949241	RED WING SHOE STORE	SAFETY SHOES- JOLIVETTE, N	350.00
<b>Water Distribution</b>			
00415200	CHECK PROCESSORS INC	LOCKBOX PROCESSING	537.28
00415236	HOME DEPOT, THE	SUPPLIES	106.51
00415262	PACIFIC CREDIT SERVICES	COLLECTION FEES	37.27
00415433	ALLSTEEL INC	WAREHOUSE CHAIRS	700.20
00415434	ALTA FENCE	FENCE REPAIR	1,306.50
00415435	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	817.47
00415436	ANTIOCH ACE HARDWARE	SMALL TOOLS	16.78
00415439	AT & T MCI	PHONES	30.42
00415441	BACKFLOW APPARATUS & VALVE CO	BACKFLOW PARTS	5,774.91
00415465	CWEA SFBS	RHODES CWEA MEMBERSHIP	239.00
00415468	DELTA DIABLO	RECYCLE WATER	10,340.77
00415474	FASTENAL CO	GRINDER	1,256.59



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00415482	GRANITE CONSTRUCTION CO	ASPHALT DELIVERY	4,735.77
00415487	HAWTHORN VENTURES LLC	EMPLOYEE SHIRTS	5,157.83
00415493	ISINGS CULLIGAN	AUGUST WATER	28.98
00415508	MCCULLAH, MATTHEW MARK	EXPENSE REIMBURSEMENT	106.00
00415519	PACE SUPPLY CORP	WIRE	5,099.62
00415527	ROBERTS & BRUNE CO	TAP MACHINE PARTS	2,634.00
00415543	STANDARD PLUMBING SUPPLY CO. INC.	COPPER CUTTER	89.56
00415553	UNDERGROUND REPUBLIC WATER WORKS	METER BOX LIFTER	6,359.03
00415555	VERIZON WIRELESS	DATA USAGE	3,161.20
00415558	WHITE CAP LP	WEDGIES	444.49
00949217	INFOSEND INC	PRINT & MAIL SERVICES	432.82
00949223	RED WING SHOE STORE	SAFETY SHOES- WATSON, S	50.42
00949230	BADGER METER INC	METER SCREWS	12,431.04
00949232	GRAINGER INC	PARTS	70.29
00949234	INFOSEND INC	PRINT & MAIL SERVICES	3,820.03
<b>Public Buildings &amp; Facilities</b>			
00415452	BROWN & CALDWELL INC	CONSTRUCTION	6,051.50
00415456	CDM SMITH INC	CONSULTING SERVICES	54,493.50
00415488	HB CONSULTING GROUP INC	PROFESSIONAL SERVICES	8,265.00
00949225	SHIMMICK CONSTRUCTION INC	PROGRESS PAYMENT	226,125.19
<b>Water Systems</b>			
00415519	PACE SUPPLY CORP	METER BOX LIDS	5,281.17
<b>621 Sewer Fund</b>			
<b>Swr-Wastewater Administration</b>			
00415200	CHECK PROCESSORS INC	LOCKBOX PROCESSING	537.28
00415216	CWEA SFBS	T ROMANO CERT RENEWAL	111.00
00415259	OFFICE DEPOT INC	OFFICE SUPPLIES	52.99
00415290	VERIZON WIRELESS	DATA USAGE	38.01
00415433	ALLSTEEL INC	WAREHOUSE CHAIRS	700.20
00415434	ALTA FENCE	FENCE REPAIR	1,306.50
00415435	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	62.55
00415436	ANTIOCH ACE HARDWARE	BUNGEE CORDS	75.18
00415439	AT & T MCI	PHONES	61.97
00415445	BEACH, TOBY ALAN	EXPENSE REIMBURSEMENT	50.00
00415482	GRANITE CONSTRUCTION CO	ASPHALT DELIVERY	4,735.75
00415493	ISINGS CULLIGAN	AUGUST WATER	28.98
00415494	JACK DOHENY COMPANY	VAC-ON HOSE REPAIR	119.16
00415526	ROADSAFE TRAFFIC SYSTEMS INC	CONES	2,654.13
00415555	VERIZON WIRELESS	DATA USAGE	2,932.96
00415558	WHITE CAP LP	WEDGIES	444.49
00949217	INFOSEND INC	PRINT & MAIL SERVICES	432.82
00949224	SCOTTO, CHARLES W & DONNA F	OCTOBER 2024 RENT	5,350.00
00949234	INFOSEND INC	PRINT & MAIL SERVICES	3,820.03
<b>631 Marina Fund</b>			
<b>Marina Administration</b>			
00415498	KARLA'S JANITORIAL & SUPPLIERS, LLC	JANITORIAL SERVICES	1,540.00
00415555	VERIZON WIRELESS	DATA USAGE	38.01



AS HOUSING SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT  
CLAIM BY FUND REPORT  
FOR THE PERIOD OF  
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FUND/CHECK#

**227      Housing Fund**

***Housing***

00415485	HABITAT FOR HUMANITY EAST BAY	PROFESSIONAL SERVICES	9,181.87
00949231	CITY DATA SERVICES LLC	HS GRANT SOFTWARE	2,028.00



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of October 8, 2024

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

**SUBMITTED BY:** John Fortner, Police Lieutenant

**APPROVED BY:** Brian Addington, Interim Chief of Police

**SUBJECT:** Expansion of ShotSpotter Technology

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. To accept a federal award, in the amount of \$740,000, for expanding the City of Antioch's ShotSpotter coverage areas; and
2. Authorizing the City Manager to execute an agreement with SoundThinking, Inc. in a form approved by the City Attorney.

### **FISCAL IMPACT**

The attached resolution includes actions to accept a U.S. Department of Justice federal award in the amount of \$740,000, and to authorize the City Manager or designee to negotiate and execute a purchase agreement with SoundThinking, Inc. in an amount not to exceed \$740,000 (Exhibit A) over a three-year term.

### **DISCUSSION**

In March of 2023, the Antioch Police Department (the "Department") applied for federal funding for a local community safety project through Congressman Mark DeSaulnier's office. For FY2024, the Congressman was allowed to submit 15 Community Project requests on behalf of his Congressional District to the Appropriations Committee. Only a few projects from the cities, governmental agencies, and non-profit organizations in the 10th District were funded. On April 3, 2023 the City's submission, *Antioch Gunshot Detection Technology*, was selected by Congressman DeSaulnier for funding, and on March 6, 2024 the entire amount of \$740,000 was approved by Congress.

Once federal funding is approved, the funds are managed by the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS), Technology and Equipment (TEP) program. During the COPS Office open solicitation (April 30 – July 2,



2024), the Department completed the final application for federal funding. Currently, the Police Department is waiting to be notified when the funding will be provided.

The Antioch Gunshot Detection Technology project sought to expand the use of a security measure known as ShotSpotter Technology to help reduce violent gun crime. The current spike in violent crime is a great threat to the health and safety of our residents, and an urgent need exists to increase evidence-based safety and security measures that help communities combat gun related violence. In 2022, Antioch added four square miles of ShotSpotter gunshot detection technology to cover some of the most violent prone areas of our city. The Department proposed to add an additional three and a half square miles of ShotSpotter gunshot detection technology designed specifically to detect gunfire in high-crime areas that remain persistent, which include violence prone areas along the freeways within our jurisdiction.

Recent studies show there has been a regionalization of high-risk violence networks across Bay Area cities. Shootings in the city near or around our freeways (connecting high-crime areas) are difficult to pin-point and respond to quickly. ShotSpotter coverage in locations within the city, near our freeways, will allow officers to respond to violent crime scenes faster and collaborate with partnering law enforcement jurisdictions more effectively. Those fast and precise alerts help to save lives, improve clearance rates, reduce roadway and highway shutdown times, resulting in safer roads and communities.

Crime statistics gathered by the Antioch Police Department clearly indicate an alarming increase in gun crime and gunshot related incidents and calls for service in our City, including some areas surrounding our freeways. Priority areas for gunshot identification technology are Antioch Community Policing Zones 301/303, 503/606, and 602/604 based on the highest volume of gun crimes linked to homicide, aggravated assault, shooting into buildings, robbery, carjacking, and brandishing. From January 1, 2024 to June 12, 2024, Community Policing Zone 301/303 had a total of 37 of the listed crimes including 1 homicide; Community Policing Zone 503/606 had a total of 32 of the listed crimes to include 1 homicide; and Community Policing Zone 602/604 had a total of 27 of the listed crimes to include 1 homicide. Based on crime analysis, there has been a significant spike in crime and shots fired incidents, an area of 3.5 square miles, which includes 3 different hotspots, was identified for expansion.

The Antioch Police Department, in collaboration with the ShotSpotter Development Team, produced a proposal outlining the total costs of expanding ShotSpotter coverage (Exhibit A). The proposal offers a coverage area of an additional three and a half square miles, which identifies three of the most critical areas for expansion. The costs for a three-year subscription covering three and a half square miles is \$735,000 (refer to Exhibit A, page 7).

In April of 2023, ShotSpotter the company changed its name to SoundThinking, Inc. and their product name to ShotSpotter. SoundThinking, Inc. is the sole source vendor of ShotSpotter Technology.

The Antioch Police Department recommends the purchase of a three-year subscription of ShotSpotter Respond Technology to be federally funded by the COPS TEP Program grant .

**ATTACHMENTS**

A. Resolution

Exhibit A: Three-year purchase agreement with SoundThinking, Inc.,  
not to exceed \$740,000



**ATTACHMENT “A”**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
ACCEPTING FEDERAL FUNDING FOR THE EXPANSION OF SHOTSPOTTER  
TECHNOLOGY, APPROVING THE SOLE SOURCE REQUEST FOR THE  
PURCHASE OF SHOTSPOTTER RESPOND, AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE A PURCHASING AGREEMENT**

**WHEREAS**, on March 15, 2023, the Antioch Police Department applied for a federal earmark through Congressman Mark DeSaulnier’s office for the Antioch Gunshot Detection Technology project;

**WHEREAS**, on April 3, 2023, Congressman Mark DeSaulnier selected Antioch’s proposal to submit to Congress for federal funding, and on March 6, 2024 Congress approved \$740,000 in funding from the U.S. Department of Justice, Office of Community Oriented Policing Services, Technology and Equipment Program;

**WHEREAS**, the Antioch Police Department, in collaboration with the ShotSpotter Development Team, has brought before the City Council a proposal for a three and a half square mile expansion, with a three-year subscription-based service, not to exceed \$740,000 (“Exhibit A”); and

**WHEREAS**, SoundThinking, Inc. is the worldwide sole source vendor of ShotSpotter Technology, a proprietary wide-area outdoor gunshot detection, location, and forensic analysis service (“Exhibit A”).

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

1. The City Council hereby accepts U.S. Department of Justice, Office of Community Oriented Policing Services, Technology and Equipment Program federal funding for the community project titled Antioch Gunshot Detection Technology in the amount of \$740,000;
2. The City Council approves the sole source request for the purchase and deployment of an expansion of ShotSpotter Technology, a subscription-based gunshot detection, location, and forensic analysis service for the City of Antioch.
3. The City Council hereby authorizes and directs the City Manager to execute a three-year agreement with SoundThinking, Inc., for the ShotSpotter Technology expansion, in substantially the form attached as Exhibit A, in a form approved by the City Attorney.

\* \* \* \* \*

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

October 8, 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 8th day of October 2024 by the following vote:

**AYES:**

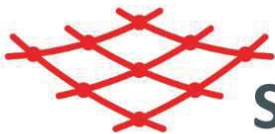
**NOES:**

**ABSTAIN:**

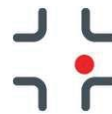
**ABSENT:**

---

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



**SafetySmart™**  
PLATFORM



**ShotSpotter®**

**Price Proposal to Expand Subscription-Based  
Gunshot Detection, Location, and Forensic Analysis Service  
for the City of Antioch, California  
July 3, 2024  
Proposal ID: ANTCA062624 Rev. 1**

**Submitted by: Terri Greene – Director, Western Region**  
**714.365.5102 mobile**  
**650.887.2106 fax**  
**[tgreene@soundthinking.com](mailto:tgreene@soundthinking.com)**

**SoundThinking, Inc.**  
**39300 Civic Center Drive, Suite 300**  
**Fremont, California 94538**  
**888.274.6877**  
**[www.soundthinking.com](http://www.soundthinking.com)**



**SOUNDTHINKING™, INC.**  
***for greater public safety™***

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## Executive Summary

### Introduction

SoundThinking™ is pleased to provide this proposal for expanded gunshot detection, location, and forensic analysis services per the City's request. SoundThinking is honored to have served the City of Antioch in its gun violence reduction efforts since March 2023, and we are pleased to present the following proposal to expand the City's current coverage by 3.5 square miles, bringing the City's total coverage to 7.5 square miles. While the original coverage areas were deemed the most critical at the time of the original deployment, there are additional areas of the City that will benefit from ShotSpotter® coverage. SoundThinking has collaborated with the Antioch Police Department to identify those areas that will benefit most from expanded coverage.

### Data-Driven Results

ShotSpotter has become an indispensable crime-fighting tool for many agencies. In light of the community dynamics that fuel gun violence and the well-documented challenges of relying solely on 9-1-1 calls for assistance, SoundThinking's ShotSpotter technology is critical in providing support to the community and addressing the following issues:

- **Under-reporting of persistent gunfire:** Nationwide, on average, less than 20% of gunfire incidents are reported to 9-1-1. Why don't residents call? The answer is complex, but typically involves the following concerns:
  - Recognition: "Was that gunfire, fireworks, or something else?"
  - Retaliation: "If they find out I called, will they come after me?"
  - Resignation: "No one came the last time I called..."

Without ShotSpotter, most law enforcement agencies are working with an 80% to 90% deficiency in their gun violence-related intelligence.

- **Late and inaccurate information:** When a citizen reports a gunfire incident, the 9-1-1 call typically comes several minutes after the event occurred, and based on analysis, the location provided is usually mislocated by 750 feet (on average). As a result, valuable time and resources are wasted trying to locate the incident, diminishing the opportunity to identify suspects and witnesses, recover evidence, and most importantly, render life-saving aid to victims.

The ability to receive near real-time gunfire intelligence data provides law enforcement agencies with a critical advantage in their efforts to reduce and prevent gun violence and improve officer safety. Specific results include:

- Officers can more quickly and accurately go directly to the scene of the shooting
- Situational awareness is vastly improved over what is available when relying solely on the 9-1-1 system
- Law enforcement has a better chance of arriving before the shooter has left the scene
- Officers are more likely to find evidence in the form of shell casings (which, in conjunction with NIBIN/IBIS, provide valuable investigative leads) and/or other ground truth that can aid in the investigation
- Officers are more likely to find witnesses who may have information that can aid in the investigation
- Community engagement is heightened, which often translates into more information from the community (e.g., tip lines, field interviews, etc.)
- Enhanced targeted enforcement (precision policing)

- More court-admissible and scientifically sound forensic evidence is available to strengthen prosecutions of the worst offenders

ShotSpotter also provides invaluable data that can be analyzed to move law enforcement agencies from a reactive to a proactive position. Our gunshot detection solutions have historically helped law enforcement agencies:

- Effectively identify, analyze, and respond to gun crime
- Increase casings collection programs (which in conjunction with NIBIN/IBIS, provide valuable investigative leads)
- Build an extensive casings database to maximize data value:
  - Data can be analyzed in conjunction with ShotSpotter data to identify “hot addresses”
  - Results inform deployment of resources and targeted investigations
- Faster turnaround time for results with NIBIN program can lead to more cases being solved more quickly

ShotSpotter forensic evidence can be a powerful demonstrative tool for a prosecutor at trial. The audio of the gunfire played for the jury during trial and the precise timing and location of the gunfire plotted onto a Google Earth map can be compelling and tangible evidence against a defendant. ShotSpotter forensic evidence has been testified to by our expert witnesses in over 300 prosecutions in criminal courts throughout the United States.

Our goal is not to simply deliver technology, but rather to become a valuable partner. To that end, the SoundThinking Customer Success Team comprises former law enforcement executives who have first-hand experience in successfully deploying and using ShotSpotter. Our mission is your success: our Customer Success Team will work closely with the Department from the earliest stages of your deployment through the life of the subscription to ensure the Department has full access to our best practices and training components that drive successful outcomes.

We look forward to working with the City of Antioch to extend the benefits of ShotSpotter to this new coverage area as you expand your efforts to reduce gun violence in your community.

## SoundThinking's SafetySmart Platform



The SafetySmart platform brings together specialized software and objective data to help law enforcement and civic leadership better protect their communities by ensuring the right resources are provided when and where they are needed most. As a trusted partner to many law enforcement agencies, SoundThinking has been both a firsthand witness and participant in the evolution of policing as it faces increasing challenges, such as staffing shortages, aging technologies, and exponential growth in data (as well as the need to access, analyze, and share data). In response to these challenges, SoundThinking has developed our SafetySmart platform that provides a range of tools beyond gunshot detection to help law enforcement agencies operate and collaborate more efficiently.

### SafetySmart Platform

Better Information • Better Decisions • Better Outcomes



The SafetySmart platform brings the power of digital transformation to law enforcement. Together or separately, these data-driven solutions act as a force multiplier and help drive deeper community engagement by delivering better information, enabling better decisions, and driving better outcomes, for more efficient, effective, and equitable policing.



## How ShotSpotter Works

Based on an analysis of known gunfire-related crimes, the SoundThinking team designs and deploys networked sensors within the targeted coverage area. These acoustic arrays detect and locate gunshot activity within the coverage area and report that information to SoundThinking's Incident Review Center (IRC) which is staffed 24/7/365. ShotSpotter uses a two-factor incident review process to minimize false alerts. The first tier is performed by sophisticated AI software, to filter out any incidents that do not meet the minimum threshold for human review as potential gunfire incidents (e.g., helicopter noise, fireworks, etc.). The incidents that meet the minimum threshold for human review are then received at our IRC. The IRC review process is performed by a team of highly trained acoustic experts. In addition to examining the incident audio, SoundThinking's acoustic experts also examine the visual characteristics of the detected pulses and the incident, such as the number of participating sensors, the wave form, pulse alignment, and the direction of sound. The IRC review results in either publishing (Gunshot or Probable Gunshot) or dismissal (Non-Gunshot) of the incident with a high level of precision.

If the reviewer classifies the incident as a gunshot, the reviewer sends an alert, including location information and an audio snippet, to law enforcement agencies via a password-protected application on a mobile phone, in-car laptop, or computer. In addition to the dot-on-the-map and audio, ShotSpotter provides details such as number of shots fired, whether multiple shooters were involved, and whether high-capacity and/or fully automatic weapons were used. SoundThinking designed this entire process (i.e., recording the impulsive sound, two-factor review, and publishing alerts to authorized users) to be completed in less than 60 seconds (but is often completed within 25 to 30 seconds).

ShotSpotter customers receive a contextually rich, detailed gunfire alert that enables a fast, precise, and safer response to gunfire incidents. In addition, ShotSpotter alerts can also trigger other technology platforms such as cameras that can pan and zoom in the direction of an event. SoundThinking has successfully interfaced ShotSpotter with a wide range of third-party applications such as CAD, RMS, License Plate Readers, drones, and other applications.

ShotSpotter helps law enforcement agencies by directing resources to the precise location of more than 90% of gunfire incidents. ShotSpotter rapidly notifies first responders of shootings via dispatch centers, in-vehicle computers, and smart phones. Instant alerts enable first responders to aid victims, collect evidence, and identify witnesses. ShotSpotter's actionable intelligence can then be used to prevent future crimes by positioning law enforcement when and where crime is likely to occur. ShotSpotter gunshot detection and location services are delivered as an easily implemented Software as a Service (SaaS) solution, with no requirement for customer investment in or maintenance of expensive hardware or software. SoundThinking hosts, secures, monitors, and maintains the ShotSpotter infrastructure. Contracts are based on an affordable one-year or multi-year subscription agreement, and the subscription includes unlimited licenses for the proposed SoundThinking applications.



## Proposed Coverage Areas

ShotSpotter is deployed to provide coverage for one or more specified areas, each bounded by a specific coverage area perimeter. SoundThinking has designed the final coverage areas based upon the Department's requirements and based upon analysis of historical crime data. The areas delineated by a red boundary in the images below are the City's current coverage areas. The areas delineated by a blue boundary in the images below are rough estimates of the proposed expanded coverage areas based on the Department's specifications; please note, the final coverage area may vary. SoundThinking will collaborate with Department stakeholders to determine the final coverage boundaries and any resulting adjustments to the proposal to address the Department's needs and priorities.

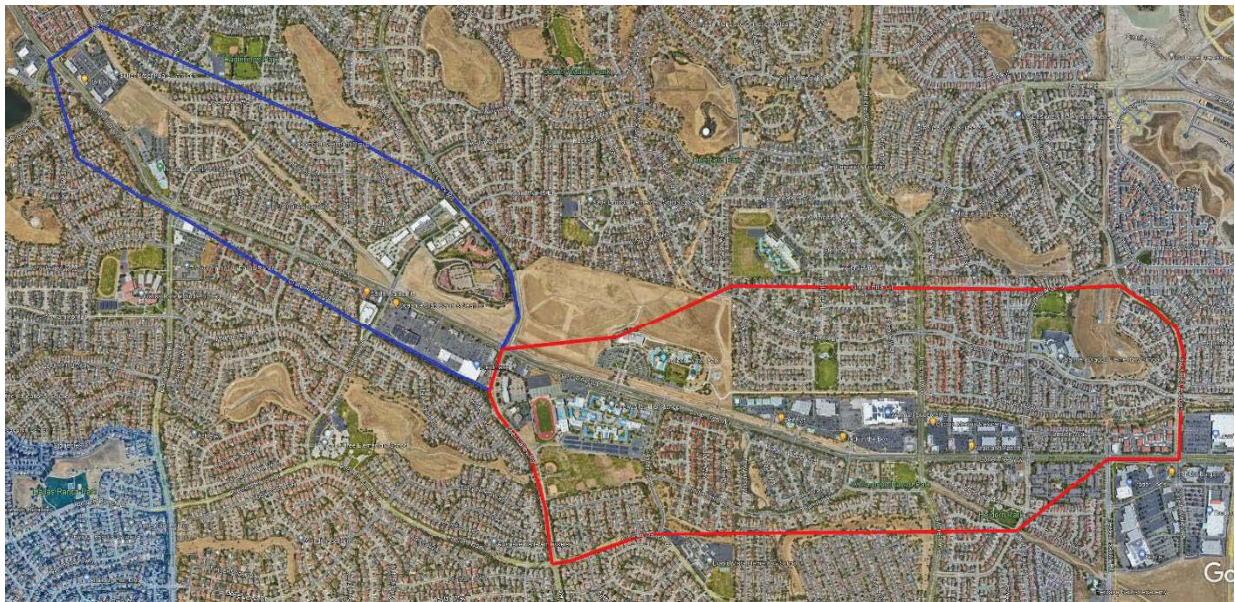


**Figure 1. Proposed ShotSpotter Coverage Area Expansion = 0.9 square miles**





**Figure 2. Proposed ShotSpotter Coverage Area Expansion = 1.27 square miles**



**Figure 3. Proposed ShotSpotter Coverage Area Expansion = 1.33 square miles**

## Pricing

### 3.5 mi<sup>2</sup> Coverage Area Expansion: Three-Year Term

Description	Year One	Year Two	Year Three	Three-Year Total
ShotSpotter Annual Subscription Fee*	\$245,000	\$245,000	\$245,000	\$735,000
<b>Annual Fee Subtotal</b>	<b>\$245,000</b>	<b>\$245,000</b>	<b>\$245,000</b>	<b>\$735,000</b>
ShotSpotter One-Time Service Initiation Fee	\$35,000	N/A	N/A	\$35,000
ShotSpotter Multi-Year Term Commitment Waiver**	(\$35,000)	N/A	N/A	(\$35,000)
<b>One-Time Fee Subtotal</b>	<b>\$0</b>	<b>N/A</b>	<b>N/A</b>	<b>\$0</b>
<b>Annual Total</b>	<b>\$245,000</b>	<b>\$245,000</b>	<b>\$245,000</b>	<b>\$735,000</b>

\*The current annual ShotSpotter subscription fee is \$75,000 per square mile. Contingent upon execution of an amended agreement by September 24, 2024, SoundThinking is offering a reduced Annual Subscription Fee of \$70,000 per mi<sup>2</sup> for the three years of the agreement.

\*\*One-Time Fee waived based on a minimum three-year term commitment. Please refer to the Pricing Assumptions for details.

## Payment Terms

Payment for the service initiation and subscription shall be as follows:

Payment Terms	
• 50% of Three-Year Total due upon execution of agreement	\$367,500
• 50% of Three-Year Total due upon ShotSpotter service activation (live) status	\$367,500

## Forensic Consultation Services

Forensic Consultation Service Fee (Expert Witness Services)      \$350/hour

Expert Witness Testimony Services are available upon request and billed separately at the above rate.

## General Pricing Assumptions

This pricing is submitted based on the following assumptions:

- The services will be delivered under the terms of an Amendment to the existing ShotSpotter Respond Services Agreement dated December 7, 2022.
- This pricing does not include any state or local taxes; if taxes are applicable, we will be happy to provide an amended quote upon request.
- This proposal and all pricing contained herein remains valid through September 24, 2024.



### ShotSpotter Pricing Assumptions

- The Multi-Year Term Commitment waiver will be applied to the one-time Service Initiation fee and is contingent upon SoundThinking receiving a three-year term commitment allowing us to invoice automatically for each annual subscription term over the three years of the agreement, without any requirement for obtaining additional approvals, purchase orders, or notifications.
- This pricing includes the standard ShotSpotter Service Initiation fee for the expansion, but no onboarding services are proposed. SoundThinking assumes that the customer will perform any required onboarding services.
- The Department will provision network access to meet SoundThinking minimum specifications and requirements for all computers (PCs and MDCs) that will access the ShotSpotter service.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of October 8, 2024

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

**SUBMITTED BY:** Monserrat Cabral, Youth Services Network Manager

**APPROVED BY:** Tasha Johnson, Public Safety and Community Resources Director

**SUBJECT:** Amendment No. 1 to the Consulting Services Agreement and increasing the agreement amount by \$2.1 million with Felton Institute for the City of Antioch's Angelo Quinto Community Response Team program (AQCRT)

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving the first amendment to the Consulting Services Agreement with Felton Institute for the City of Antioch's Angelo Quinto Community Response Team program (AQCRT) in the amount of \$2,100,000, extending the term of the agreement through October 31, 2025, and authorizing the carryover of the fiscal year 2023/24 budget to fiscal year 2024/25 for the program.
2. Authorizing the City Manager or designee to execute the first amendment to the Consulting Services Agreement in a form approved by the City Attorney.

### **FISCAL IMPACT**

This action increases the Consultant Services Agreement amount by \$2,100,000 in American Rescue Plan Act ("ARPA") funding for a total not to exceed \$5,700,000. The fiscal year 2023/24 ARPA budget for the AQCRT will need to be carried forward into fiscal year 2024/25.

### **BACKGROUND**

The Angelo Quinto Crisis Response Team (AQCRT) has proven to be an indispensable part of the City of Antioch's public safety infrastructure. Over the past year, the AQCRT has provided critical services by responding to 3,963 (76% of total calls) low-level, non-violent, non-life-threatening calls from May 2023 to April 2024. These calls have ranged from mental health crises and de-escalation interventions to welfare checks, demonstrating the team's ability to address a wide array of community needs. The AQCRT's approach of trauma-informed, community-centered, and healing-driven responses has ensured that individuals facing crises receive timely, compassionate, and appropriate support. Their collaboration with the Antioch Police Department, County Fire, and EMS has allowed for

streamlined operations, relieving police officers from handling non-violent situations and enabling them to focus on more urgent law enforcement duties.

## **DISCUSSION**

As the AQCRT continues to evolve, the demand for its services has increased significantly. The team's presence is critical in providing non-police interventions for non-violent situations, which reduces the burden on law enforcement while addressing the community's mental health and wellness needs. The positive feedback and measurable outcomes from the AQCRT underscore the necessity of extending the program for another year through October 31, 2025. Without this extension, Antioch risks a gap in services essential for maintaining its residents' health, safety, and well-being.

To meet the growing demand and further enhance the AQCRT's effectiveness, the Public Safety and Community Resources Department requested an additional \$2.1 million in ARPA funding, which the City Council approved in the mid-year budget at the June 11, 2024 meeting. The attached resolution formally amends the contract to complete the Council action approved on June 11<sup>th</sup>.

This funding will be used for the following critical enhancements:

1. **Hiring Four Additional Community Resource Specialists:** With an increasing volume of calls, four additional specialists are needed to maintain timely responses, particularly during peak demand periods. These specialists will be trained in crisis intervention, de-escalation, and mental health support, expanding the team's capacity to serve residents in need.
2. **Upgrading Part-Time Positions to Full-Time:** The current part-time administrative assistant and behavioral therapist positions have proven insufficient to keep up with the administrative and therapeutic workload generated by the AQCRT's expanding services. Upgrading these roles to full-time will ensure seamless operations and the provision of comprehensive mental health services. Full-time behavioral therapists are especially crucial for addressing ongoing mental health challenges within the community, offering consistent support to individuals post-crisis.

These enhancements will strengthen the AQCRT's operational capacity and allow the City to address growing community needs effectively. More specialists will reduce response times, while full-time therapists will improve follow-up care and treatment continuity, contributing to residents' long-term mental health and wellness outcomes.

The AQCRT's services have proven to be a vital tool in reducing the need for police intervention in non-violent situations, allowing officers to focus on major crimes and emergency responses. Extending the AQCRT through October 31, 2025, along with the additional funding, will ensure that Antioch continues to lead with a model of public safety that prioritizes prevention, care, and de-escalation. Furthermore, the increase in staffing will bolster the team's ability to respond to mental health crises swiftly and effectively, minimizing harm and fostering a safer, more compassionate community. This investment reflects Antioch's commitment to innovation in public safety and the health of its residents, embodying the values that Angelo Quinto's legacy represents.



**ATTACHMENTS**

- A. Resolution
- B. Agreement
- C. Budget

**RESOLUTION NO. 2024/xx**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING THE FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH FELTON INSTITUTE FOR THE CITY'S ANGELO QUINTO COMMUNITY RESPONSE TEAM PROGRAM INCREASING THE AMOUNT BY \$2.1M, EXTENDING THE CONTRACT TERM THROUGH OCTOBER 31, 2025 AND AUTHORIZING THE CARRY OVER OF THE FISCAL YEAR 2023/24 ARPA BUDGET TO FISCAL YEAR 2024/25 FOR THE PROGRAM**

**WHEREAS**, on November 22, 2022 the City of Antioch entered a \$3,600,000 agreement with the Felton Institute to establish an alternative non-police response to non-violent and non-life threatening low-level 911 calls for service, inspired by the Antioch City Council's commitment to police reform and the re-imagining of law enforcement;

**WHEREAS**, the approach advanced innovation and best practices, placing high value on documentation and lessons learned to support future adaptations of the community response model, and intentionally developed and implemented a program model and pilot initiative for a 24-hour, non-police response to low-level 911 calls service;

**WHEREAS**, the Angelo Quinto Crisis Response Team (AQCRT) has proven to be an indispensable component of the City of Antioch's public safety infrastructure, responding to 3,963 non-life-threatening calls between May 2023 and April 2024, accounting for 76% of the total calls received during that period, providing critical services to residents in need;

**WHEREAS**, the operating name of the non-police program is the Angelo Quinto Community Response Team (AQCRT) Program, which enhances the City's ability to respond to behavioral health crises, quality of life issues, and lower-acuity calls that police, fire, and EMS personnel would traditionally handle;

**WHEREAS**, the AQCRT Program provides community-focused, healing-centered responses by highly trained, non-police personnel, thereby increasing impacted individuals' access to timely, appropriate, and safe community-based services and resources;

**WHEREAS**, the City of Antioch retained the professional services of Felton Institute to provide alternative response services, collect and report data, and partner with residents, the City's Public Safety and Community Resources Department, Police Department, Contra Costa County, community-based organizations, and advocates to deliver a mobile 24-hour response mode through the AQCRT;

**WHEREAS**, the AQCRT Program has been operational for two years, receiving \$3.6 million in funding from the American Rescue Plan Act (ARPA), providing critical services to the Antioch community during this time;

**WHEREAS**, the City of Antioch, recognizing the success and ongoing need for this program, is now seeking to expand and extend the program's services by approving Amendment No. 1 to the Consultant Services Agreement with Felton Institute, allocating an additional \$2.1 million in ARPA funds to support the continued operation and growth of the Angelo Quinto Community Response Team Program; and

**WHEREAS**, this additional funding will allow the City and Felton Institute to develop the community response model further, improve service delivery, and enhance the program's overall impact on residents, all while ensuring sustainability for this critical non-police response effort.

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

**Section 1:** Approves the first amendment to the Consulting Services Agreement with Felton Institute for the AQCRT program, increasing the amount by \$2,100,000, not to exceed \$5,700,000 and extending the term through October 31, 2025;

**Section 2:** Authorizes the City Manager or designee to execute the first amendment in a form approved by the City Attorney; and

**Section 3:** Authorizes the carryover of the remaining 2023/24 ARPA budget for the program to fiscal year 2024/25.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 8<sup>th</sup> day of October 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF ANTIOCH AND FELTON INSITUTE FOR  
THE ANGELO QUINTO CRISIS RESPONSE TEAM PILOT PROGRAM**

THIS AGREEMENT ("**Agreement**") is made and entered into this 23<sup>rd</sup> day of November, 2022 ("**Effective Date**") by and between the City of Antioch, a municipal Corporation with its principal place of business at 200 H Street, Antioch, CA 94509 ("**City**") and Felton Institute with its principal place of business at 1005 Atlantic Avenue in Alameda, CA 94501 ("**Contractor**") as of November 22, 2022. City and Contractor individually are sometimes referred to herein as "**Party**" and collectively as "**Parties.**"

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

**1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on November 30, 2024, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the Services required by this Agreement shall not affect the City's right to terminate the Agreement, under Section 8.

**1.2 Standard of Performance.** Contractor represents that it is experienced in providing these Services to public clients and is familiar with the plans and needs of City. Contractor shall perform all Services required pursuant to this Agreement in a good and workmanlike manner and in accordance with the highest professional standards.

**1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform Services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

**1.3.1** If required by the City, and to the extent permitted by law, Contractor shall ensure that criminal background checks are completed prior to engagement of any Contractor employee, director, officer, agent, subcontractor, or volunteer on performance of any sensitive Services under this Agreement, as determined by the City.

**1.4 Time.** Contractor shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary to meet the standard of

performance provided in Section 1.1 above and to satisfy Contractor's obligations hereunder.

**SECTION 2. COMPENSATION.** City hereby agrees to pay Contractor a sum not to exceed \$3,600,000 over the initial two-year term, notwithstanding any contrary indications that may be contained in Contractor's proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Contractor for Services rendered pursuant to this Agreement. Except as specifically authorized by City, Contractor shall not bill City for duplicate services performed by more than one person.

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

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

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



- Contractor's signature.

## **2.2 Payment Schedule.**

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

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

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

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

**2.5 Reimbursable Expenses.** Reimbursable expenses shall be identified in Exhibit B, and shall not exceed \$2,508,990 in staffing costs and a total not to exceed fee of \$3,600,000. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

**2.7 Authorization to Perform Services.** Contractor is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until Contractor receives authorization to proceed from the Contract Administrator.

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

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Contractor's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of

City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

### **3.1 Equipment Purchase.**

**3.1.1** Prior authorization, in writing, by City shall be required before Contractor enters into any unbudgeted purchase order, or subcontract for supplies, equipment, or services for which Contractor intends to seek reimbursement from City. Contractor shall provide an evaluation of the necessity or desirability of incurring such costs.

**3.1.2** City may require three competitive quotations with the request for such purchase, or the absence of bidding must be adequately justified.

**3.1.3** Any equipment purchased as a result of this Agreement is subject to the following:

Contractor shall maintain, and provide to the City upon request, an inventory of all nonexpendable property having a useful life of at least one year.

Title to all property shall vest in the name of the City. During the term of this Agreement, Contractor shall be responsible for the protection, maintenance and preservation of all such property held in custody for the City. Contractor shall, upon expiration or termination of this Agreement, deliver to the City all such property, and documents evidencing title to same, as applicable. In the case of lost or stolen items or equipment, Contractor shall immediately notify the City Administrator, and shall complete any reports or follow such other procedures regarding lost or stolen items or equipment as required by the City.

**3.1.4** Contractor shall comply with all other requirements of the City regarding supplies and equipment procured under this Agreement as may be set forth in Exhibit A, or in any policies or procedures developed pursuant to this Agreement.

**SECTION 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Contractor, 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 Contractor and its agents, representatives, employees, and subcontractors. Contractor 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. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in Contractor's proposal. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Insurers shall have an AM Best rating of no less than A:VII unless otherwise accepted by the City in writing:

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

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

**4.3 Sexual/Abuse insurance.** If Contractor will have contact with persons under the age of 18 years, or provides services to persons with Alzheimer's or Dementia, or provides case management services, or provides housing services to vulnerable groups (i.e., homeless persons), Contractor shall maintain sexual/molestation/abuse insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate.

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

**4.5 Professional Liability (Errors and Omissions):** Insurance appropriate to Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

**4.6.1 *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 Contractor 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 Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used). This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

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

**4.6.3 Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

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

**4.6.5 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

**4.6.6.2** Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

**4.6.6.3** If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

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

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



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

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

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

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

## **SECTION 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.**

**5.1** To the fullest extent permitted by law, Contractor shall defend (with counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Services or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, the City, its officials, officers, employees, agents, or volunteers.

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

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

## **SECTION 6. STATUS OF CONTRACTOR.**

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

**6.2 Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

## **SECTION 7. LEGAL REQUIREMENTS.**

**7.1 Governing Law.** The laws of the State of California shall govern this Agreement.

**7.2 Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the Services.

**7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

**7.4 Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.



**7.5 Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

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

**7.6 Federal Requirements.** Coronavirus Local Fiscal Recovery Funds ("CLFRF") may be used to fund all or a portion of this Agreement. Contractor shall comply with all federal requirements including, but not limited to, the following:

(a) Sections 602 and 603 of the Social Security Act as added by Section 9901 of the American Rescue Plan Act of 2021, U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, Treasury's Final Rule, and CLFRF reporting requirements, as applicable (collectively, the "CLFRF Compliance Requirements"). The CLFRF Compliance Requirements are expressly incorporated herein by reference.

(b) C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.

(c) Federal Contract Provisions attached hereto as Exhibit C and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all applicable provisions of this Agreement, including but not limited to, CLFRF Compliance Requirements, 2 C.F.R. Part 200, and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms herein and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

## **SECTION 8. TERMINATION AND MODIFICATION.**

### **8.1 Termination; Suspension.**

**8.1.1** City may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement only for cause upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation.

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

**8.1.2** City shall may temporarily suspend this Agreement and the Services contemplated herein, wholly or in part, for such reasonable period as it deems necessary. Contractor will be paid for satisfactory Services performed prior to the date of suspension. During the period of suspension, Contractor shall not receive any payment for services or expenses incurred by Contractor by reason of such suspension.

**8.2 Extension.** City may, in their sole and exclusive discretion, extend the end date of the term of this Agreement beyond that provided for in Section 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.

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

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

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

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

**8.6.1** Immediately terminate the Agreement;

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

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

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

**9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, drawings, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

**9.2 Confidentiality.** All information, reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Contractor. Such materials and information shall not, without the prior written permission of City, be used by Contractor for any purpose other than the performance of this Agreement nor shall such information or materials be disclosed publicly. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data. Nothing furnished to Contractor which is generally known, shall be deemed confidential. Contractor shall not use the City's name or logo or photographs pertaining to the Services under this Agreement in any publication without the prior written consent of the City.

**9.3 Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for Services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Contractor.

**9.4 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if

the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

**9.5 Intellectual Property.** The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Contractor under this Agreement. Contractor further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Contractor which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

## **SECTION 10. MISCELLANEOUS PROVISIONS.**

**10.1 Protocols; Incident Response.** The Services shall be performed in compliance with all protocols provided to Contractor by the City, or developed pursuant to this Agreement and approved by the City. In addition to all other requirements for the Services contained in Exhibit A, Contractor shall have written plans or protocols and provide employee training for addressing incidents involving violence or threat of violence; loss, theft or unlawful accessing of confidential information; fraud or waste of Agreement funds; and unethical conduct. Contractor shall report all such incidents to the City within one business day of their occurrence, unless a shorter period is otherwise required by the City.

**10.2 Addressing Community Concerns.** To the extent permitted by law, Contractor shall notify the City of any material complaints regarding the Services, received orally or in writing, and shall take appropriate steps to acknowledge receipt of any such complaint(s). Contractor shall report all such complaints to the City within one business day of receipt.

**10.3 Venue.** In the event either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

**10.4 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.



**10.5 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**10.6 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

**10.7 Use of Recycled Products.** Contractor shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

**10.8 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

**10.9 Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.

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

**10.11 Contract Administration.** This Agreement shall be administered on behalf of the City by Tasha, Johnson, City of Antioch Department of Public Safety and Community Resources Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

**10.12 Notices.** Any written notice to Contractor shall be sent to:

Marvin Davis  
Chief Financial & Operations Officer  
Felton Institute  
1005 Atlantic Avenue  
Alameda, CA 94501

Any written notice to City shall be sent to:

Tasha Johnson  
Director  
Dept. of Public Safety and Community Safety  
City of Antioch  
P. O. Box 5007  
Antioch, CA 94531-5007

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

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

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

[Signatures on following page]



**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF ANTIOCH AND FELTON INSTITUTE FOR  
THE ANGELO QUINTO CRISIS RESPONSE TEAM PILOT PROGRAM**

**CITY:**

CITY OF ANTIOCH

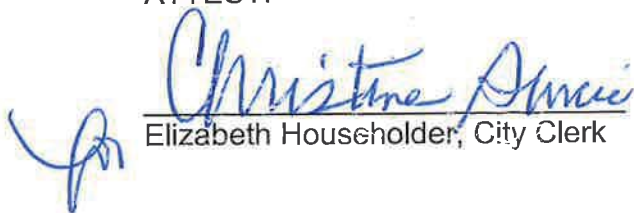
DocuSigned by:  
Cornelius Johnson  
Cornelius Johnson, City Manager

**CONTRACTOR:**

FELTON INSTITUTE

DocuSigned by:  
By: Al Gilbert  
Al Gilbert, Corporate Executive Officer

**ATTEST:**

  
Elizabeth Householder, City Clerk

DocuSigned by:  
By: Marvin Davis  
Marvin Davis, Chief Financial Officer and  
Co-Chief Operating Officer

**APPROVED AS TO FORM:**

DocuSigned by:  
Thomas Lloyd Smith  
Thomas Lloyd Smith, City Attorney

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

## EXHIBIT A SCOPE OF WORK



Rosanna Bayon Moore  
Assistant City Attorney  
200 "H" Street  
Antioch, CA 94531-5007

Dear Ms. Moore,

Felton Institute is pleased to submit a proposal in response to the City of Antioch's Non-Police Community Crisis Intervention Response Provider for Low Level 911 Calls Pilot Initiative RFQ. As detailed in our response, Felton Institute brings extensive experience in street outreach, community engagement/crisis intervention, and a history of successful collaborations with justice system partners and law enforcement (Alameda County Probation, SF Superior Court, SF Probation, San Francisco Police Department, BART Police). Our work is rooted in Felton Institute's belief in equity, transformative services, and social services to accelerate community-led change. We enter this opportunity with the understanding that our interactions must show respect for community residents, whether unhoused, impaired by substances, or living with a severe and persistent mental illness.

Our past work with Law Enforcement Assisted Diversion (LEAD SF) and the currently expanding Felton's Street Engagement Team (FEST) requires our staff to engage in essential street-based crisis response interventions. This includes outreach and engagement within many of San Francisco's most challenging communities and its most vulnerable residents. Felton Institute teams have supported clients in meeting legal requirements to prevent charges and/or incarceration (as applicable), linked more than 45% of clients (300 over three years) with navigation centers and/or longer-term

housing options, and implemented successful harm reduction and motivational interviewing techniques with 100% of individuals we engage.

Both programs have decreased systems barriers and supported clients receive the psychiatric care, behavioral health care, and residential treatment for substance use disorders they require.

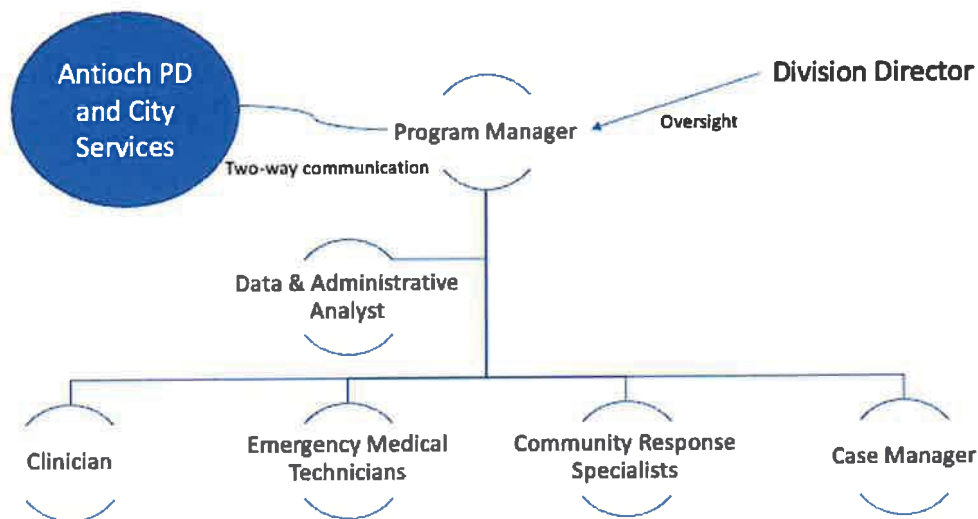
We generate our successes through a combination of 1. A team-based supervision support model; 2. Highly intentional staff selection and training; 3. Ongoing evaluation and open communication. The Justice Division at Felton consists of a highly diverse team of engagement specialists, case managers and clinicians who reflect the individuals we serve, including having shared lived experiences of systems (behavioral health, justice, law enforcement, child welfare), shared traditions and cultural touchpoints, and shared histories in many of the neighborhoods we serve. It would be a special honor to bring these characteristics to serve the communities in the City of Antioch.

Sincerely,

A handwritten signature in black ink, appearing to read 'Al Gilbert', with a stylized flourish at the end.

Al Gilbert, CEO and President  
Felton Institute

### Staffing Model



**Core Staffing Plan:** In this complex pilot, community safety and success require a highly cohesive and coordinated staffing effort. The following summarizes Felton Institute's ACT staffing plan for the pilot year:

**Team Member:** Curtis Penn, M.P.A. (Division Director of Justice Services),

**Anticipated Role:** Manage the program's Project Manager **Experience:**

Experienced in programs serving justice-impacted individuals with behavioral health needs, expert on incarceration policies, the impact of the justice system on individuals, former professional firefighters with emergency and crisis experience, and experience partnering with paramedics and EMTs, lived experience, mentor and support person to many individuals who are and/or have been incarcerated.

**Team Member:** Robin Ortiz, Ph.D. (Director of Business Development) **Anticipated**

**Role:** Support for startup phase program design and implementation of project. Lead (data analysis, etc.) **Experience:** More than two decades of experience in program design, management, and evaluation; expertise in staff development curriculum

design.

**Team Member:** Kenji Paschen (Director, Information Technology) **Anticipated Role:** Support for set up and management (as needed) of phone/dispatch system, intersections between data system and phone system. **Experience:** More than 12 years of expertise as CTO and IT administrator for Felton Institute. Leads CIRCE which provides an electronic health record to non-profits like Felton. Expertise in adapting CIRCE to any data collection needs and connectivity to dispatch process and field communications.

**Team Member:** Project Administrator (1 FTE) **Anticipated Role:** To Be Hired, Curtis Penn will serve as Acting Project Manager in Startup Phase until the position is filled and will be supported by Robin Ortiz, who will share Project Manager duties during startup. Responsible for administration and oversight of ACT pilot. **Experience:** 3 years of direct experience working community, 2 years of experience supervising and/or managing a team, Bachelor's Degree in Social Work, Psychology, Counseling, or related field required, desire and ability to work from a strength-based, client-centered model with an emphasis EBT practices, ability to work cooperatively on a multi-disciplinary team

**Team Member:** Project Data & Administrative Analyst (.5 FTE) **Anticipated Role:** To Be Hired – will be responsible for providing administrative support, creation of and analyzing reports for monitoring and project evaluation **Experience:** Bachelor's degree in statistics, public administration or a related field is required and a minimum of 2 years of experience in research principles and practices, preferred

**Team Member:** Behavioral Health Clinician (.50 FTE) **Anticipated Role:** To Be Hired - Possible transfer from within Felton – will be responsible for mental health and substance use assessment, wellness services, and crisis prevention and intervention within context of multi-disciplinary team **Experience:** Advanced degree in counseling, psychology, social work or another related field such as a MSW, MFT, PhD or PsyD is required. A minimum of 2 years of experience providing trauma-informed clinical consultations for clients

**Team Member:** Emergency Medical Technician (5.5 FTE) **Anticipated Role:** To Be Hired – will be responsible for provide medical assessments, basic life support level



of care **Experience:** Holds current EMT and CPR certifications and possess a valid CA Driver's License and at least 1 year of experience in an emergency care setting

**Team Member:** Community Support Specialist 5.5 FTE **Anticipated Role:** To Be

Hired - At least two FTE are possible transfers from within Felton – will be responsible for providing onsite crisis assistance, de-escalation and conflict

mediation, and transport to identified disposition **Experience:** Bachelor's with a minimum of 1 year of personal or professional experience in the fields of crisis resolution, community outreach, criminal justice, mental health, substance abuse, violence interruption or harm reduction.

**Team Member:** Case Manager (1 FTE) **Anticipated Role:** To Be Hired - Possible transfer from within Felton – will be responsible for back up crisis assessment and support and to provide linkages to community services and routine follow up wellness checks. **Experience:** At least 2 years of professional experience in crisis management, community outreach, harm reduction or case management and a Bachelor's degree in counseling, psychology, social work or another related field are required. Ideally a peer professional with deep roots and connections to community resources and community members served by ACT.

We will leverage our existing senior leadership team (Curtis Penn, MA and Robin Ortiz, Ph.D., among others) to create the start-up framework for the project, and although some staff may transfer from existing Felton Institute teams, we also plan to hire new staff that provides hyper-local community representation. Felton Institute maintains links with many providers who work with justice-impacted individuals and crisis intervention modes as those agencies are among our most important recruiting resources (including our own programs). We will also work to create a significant pipeline of suitable candidates from the social service workforce for those who are justice-impacted. Felton Institute also maintains an Employee Referral Program that provides a \$300 bonus for the hiring and continued employment of someone referred by an existing Felton team member. These tools have been highly successful in generating the current diversity of our Justice Division staff (approximately 90% African American, 5% Latinx, 3% white, 2% other ethnicities). Our team speaks English and Spanish.

### Proposed Approach and Program

**Program and Staff Model:** A successful implementation of the ACT Pilot must create a robust human services network, build the trust of the served population, and implement a considerate trauma-informed approach. lead the ACT Pilot as outlined in the ACT Program Development Report, Felton Institute will provide supplemental program components rooted in our behavioral health expertise, crisis response experience, and trauma-informed staff training. Succeeding comprehensive training and team preparation, the Felton Institute's ACT team will de-escalate, refer, assist, and follow up with the impacted residents.

- **Respond:** When the Felton Institute 24/7 ACT Response Team receives a low-level dispatch from APD (unhoused person, confused senile individual, family dispute, etc.) Community Response Specialists will assess and act by alerting the on-duty responders.
- **Act/ De-escalate:** Upon arriving on the scene to stabilize the situation and ease any possible skepticism of APD, Community Response Specialists will immediately convey to the individual that any participation or receipt of support is voluntary. The team will then use evidence-based best practices such as Motivational Interviewing (MI), non-violent communication, and verbal de-escalation practices to communicate with the resident and determine the root cause of the issue at hand. These modalities inform and shape how our teams view and communicate with community members. These practices are preventive in nature, as well as essential during a crisis. During this phase, the EMT will assess if the resident requires medical attention.
- **Refer:** The ACT Pilot Response Team will stabilize the situation on-site or refer the resident to an appropriate support service (emergency room, sobering center, community-based organization, etc.).
- **Assist:** Offering information, assistance, and advocacy to the resident after stabilization is a critical component of the dispatch's success. Whether it is transporting the resident directly to another site, providing information to family members at the scene, or calling CBOs directly to advocate for the resident's

needs, Felton Institute believes that this step is a crucial part of establishing trust with the resident, as well as increasing effectiveness of services post-dispatch.

- **Follow Up:** One week after the initial communication, the Community Engagement Specialist will follow up with the resident to ensure the handoff was successful. During this time, the Community Engagement Specialist can assess any changes of behavior or determine any additional barriers the resident is facing.

**Staff Training, Development:** The preparation that precedes dispatch is what makes Felton Institute so uniquely suited to create an incredibly effective, sustainable, and successful implementation of the ACT Pilot. Our commitment to recruiting relatable staff and expertise in providing innovative and evidence-based training curricula to our teams ensures that our services are comprehensive, trauma-informed, and responsive to the population we serve.

To ensure an authentic connection with the residents, the ACT Team will locally recruit individuals with similar experiences of systems as residents such as interactions with behavioral health services, justice systems, child welfare programs, and others. When those who are serving can empathize with residents' challenges, they are more engaged with services and have an increased willingness to receive support.

In addition to any existing work experience, both the EMT and the Community Response Specialist will receive specialized ACT training as well as Felton Institute's innovative evidence-based practices training. While incorporating existing training resources such as the SPIRIT Program, Case Segura, and EMS Corps, ACT training will begin during the startup phase of the pilot and continue through program implementation. Felton Institute offers evidence-based training with a focus on trauma-informed care and other innovative practices noted prior such as MI, non-violent communication, and the WRAP model. It is important the ACT Team utilizes these proven interventions, as this population requires client-centered, non-judgmental, and motivational services. MI is an effective approach due to its collaborative guiding conversation style that elicits participants' motivation while maintaining participant autonomy. The WRAP model may not be appropriate for every resident, but if scenes

are stable, the Community Resource Specialist may use this tool to establish important next steps that are useful for individuals during follow-up appointments.

Supervision will follow a developmental model customized for each staff member and will occur in individual, team, and whole-staff sessions. Supervision for the ACT Pilot will include de-briefing with other providers (APD) as a required, structured element (following callouts, as possible; and weekly) and will address the seen and unseen elements of trauma.

**Clinical Oversight and Consultation:** Clinical consultation and oversight is a key element of the ACT Pilot. Felton's ACT clinician will facilitate team meetings and individual or team case consultations. Team meetings will include: Debriefing recent call-outs and community outreach interactions, problem-solving service navigation (case management) challenges, brainstorming best practices for community outreach, and preparing for scenarios not yet experienced by the team. Understanding the impacts of vicarious or secondary trauma on team members and the impact of these on community members will be frequent topics of discussion. Healing from the challenges team members are exposed to in the field will likely be critical to the ongoing mental health of the team and its ability to function. Self-care and team support practices will be frequent topics for experiential activities. While the behavioral health clinician is not part of the ACT Pilot response team, they will have an important role in the development, management, and evaluation of the ACT Pilot. They will manage the ACT Pilot Response Team—ensuring all trainings and de-briefings are implemented, considering appropriate referrals and resources, and community networks are built and maintained.

**Office Space:** Felton Institute's ACT Pilot Team will have a physical office location at 2219 Buchanan Road, Suite 2 and 3 in Antioch, California. 94509. The location is well-positioned to accommodate this program. The facility will include staff offices/cubicles, off-street parking for staff, residents and the two ADA compliant vehicles. The space will also include space for residents and/or partners to meet (although we anticipate most community resource activities to take place in the community), and appropriate storage/kitchen facilities.

**Community Outreach & Network Development:** We will first focus on reinforcing or

building relationships with acute care providers, the sobering center, all shelters and navigation centers, and faith-based providers of emergency services.

As we found during our prior work, it takes time and effort to build trust in communities that have had their trust abused or misused in the past. We have also found that although it is not easy to build trust, several key elements must be in place to develop a positive relationship—including transparency, consistency, and follow-through.

We will focus on recruiting staff from the communities in Antioch, which will help with community-building efforts – particularly if we are able to hire staff who have existing relationships and/or are in trusted positions within trusted community bodies. The team will participate in a variety of community activities including activities at schools, community centers, community organizations with similar goals such as Block Captain neighborhood meetings, etc.

**Prevention Planning:** Felton Institute utilizes the SAMHSA’s Strategic Prevention Framework to look comprehensively to understand and address justice impacted individuals and behavioral health challenges that can be mistaken or treated with force in another’s hand. Through assessment, capacity, planning, implementation and evaluation, we can create both prevention and postvention activities that lead to better resource readiness and availability. Felton is well-qualified to engage partners who represent and work in the community to create an infrastructure applying the socio-ecological model to instill a sustainable path to deterrence and systematic improvement for residents.

**Integration with APD:** Curtis Penn will begin outreach to the APD, and the Program Manager will continue these efforts with the support of Mr. Penn. We have found that attending shift changes to meet personnel, setting ‘lunch and learn’ meetings to draw on officer knowledge of the community, and leveraging positive communication are all essential connection points with police personnel. Of course, we will defer to APD leadership and their ideas on how best to facilitate communication, including shift-change reports, after-action reports, or other tools. Our ACT team will strive to make decisions in collaboration with officers and their leadership. Illustrate our ability to remain within the boundaries of our assigned work and respect the challenges that law

enforcement face. We will design communication and coordination tools and procedures in collaboration with APD leadership and personnel assigned to assist the ACT Team.

**Data Collection and Evaluation planning:** As with any pilot effort, data collection, analysis and reporting for the ACT pilot program will play an essential role in ensuring that the specific goals of the program are achieved, and if they are not, helping to illustrate the reasons why. Felton's Training, Research and Evaluation Division (TRE), together with our Quality Management (QM) and Informational Technology (IT) teams has the capacity for the essential design, monitoring and evaluation needs of program. These teams regularly oversee and support internal data collection, monitor data, and provide reporting across the agency. We also have the skills to support integration of external evaluation support with expertise in statistical analysis of community response effort data – including police and other service-system data, and service-gap analysis.

Felton's TRE team will coordinate data-sharing and MOU agreements around data sharing, working closely with city and county departments to create the 'web' of data needed to best illustrate the impact of the ACT pilot. This team will also work closely with the pilot team and our city partners create and provide communication and storytelling of the pilot's efforts and share this information in a timely and effective manner with key stakeholders and the community. Felton TRE will track program findings and issues and will respond (in conjunction with the program team, as appropriate), to requests from policymakers, stakeholders, and community members.

Felton's use of the Salesforce platform to create and operate our CIRCE electronic health record system will allow us to customize data collection fields specifically for the ACT pilot. We can also use this system to collect and report on data from other systems, (police, health), as needed. The specificity of the system will allow for collection, reporting and analysis of: 1) Demographic data of individuals and in aggregate 2) Zip code patterns 3) Referrals made 4) Linkages created 5) Narrative notes for individual interactions

CIRCE provides real-time data dashboards for individual clients, which will help guide timely provision of case management/systems navigation support for individual clients.



The IT team can use Tableau for creating user-friendly visuals for data-oriented storytelling of service delivery and impact. This team will also draw on its experience supporting Felton's San Francisco Suicide Prevention Hotline to provide analysis of call metadata,

**Capacity & Knowledge Building:** Felton Institute approaches capacity building as an investment in the long-term health and success of this pilot. We anticipate working collaboratively in a variety of activities that include knowledge building, program analysis, communication assets, resource managements, and community delivery. Throughout the pilot and implementation of this project, Felton in collaboration with ACT partners will document and create standard operating procedures to deliver tools to assess the non-violent response to crisis intervention. As a behavioral health agency, we bring a fresh perspective and attitudes of learning, curiosity, support, and discovery to this project. As insiders to service provision, we draw from the extensive sets of tools, policies and procedures, and methodologies such as the Ecological and Interactive Systems Framework for Dissemination and Implementation and Community Context and Planning models, that we have used internally to solve challenges – allowing the community to benefit from shared problem-solving and a variety of perspectives. Felton can and does identify processes to help in the launching of this pilot, determine strategies, and design and implement policies that are aligned with service objectives and stakeholder requirements.

#### **Related Experience and References**

<b>Reference 1</b> Jessie is the assigned San Francisco Department works closely with our FEST (Felton Engagement Street Team) to provide support to community response efforts.	
<b>Name &amp; Title</b> Jessie Escobar DPH Liaison to Healthy Street Operations Center	<b>Organization:</b> San Francisco Department of Public Health <b>Address:</b> 100 Larkin Street San Francisco, CA 94102
<b>Email Address:</b> Jessie.Escobar@sfdph.org	<b>Telephone Number:</b> Cell: 415-215-8974

**Reference 2**

Aminah works with the Felton's Young Adult Court supporting YAC participants with Young Women Rising also includes Rising Voices, an arts-based theater component that allows clients to express themselves for further healing and self-reflection.

**Name & Title**

Aminah Elster,  
Assoc. Director of Restorative Reentry  
Programs

**Organization:** Community Works  
– Justice Demands Humanity

**Address:** 110 Broadway  
Oakland, CA 94607

**Email Address:**

aelster@communityworkswest.org

**Telephone Number:** 510-268-8116

**Reference 3**

Robin has worked with Felton's Outreach and Diversion programs acting as a liaison between the Department of Public Health for five (5) years. She has experience in both street-based and behavioral health services. Robin also has been the Program Manager for the Law Enforcement Assisted Diversion (LEAD) program for which Felton was a service collaborator.

**Name & Title:**

Robin Candler, SFDPH  
Deputy Director, Justice Involved  
Services

**Organization:** San Francisco  
Department of Public Health

**Address:** 101 Grove St  
San Francisco, CA 94102

**Email Address:** robin.candler@sfdph.org

**Telephone Number:** 415-255-3941

**Reference 4 –**

James oversees Felton' Alameda County Behavioral Health contractual obligations for Mild to Moderate and Severe Mental Intervention justice programs.

**Name & Title**

James Wagner, LMFT/LPCC  
Deputy Director, Clinical Operations

**Organization:** Alameda County  
Behavioral Health

**Address:** 2000 Embarcadero Cove 4<sup>th</sup> Fl  
Oakland, CA 94606

<b>Email Address:</b> james.wagner@acgov.org	<b>Telephone Number:</b> 510-567-8125
<b>Reference 5 –</b> Dr, Aboelata has been associated Felton for numerous years as we have partnered on several Alameda County initiatives to support the BIPOC community with mental health and well-being programming.	
<b>Name &amp; Title</b> Dr. Noha Aboelata Executive Director	<b>Organization:</b> Roots Community Health Center <b>Address:</b> 9925 International Blvd. #5 Oakland, CA 94603
<b>Email Address:</b> drnoha@rootsclinic.org	<b>Telephone Number:</b> 510-777-1177 x268

#### Availability

Felton Institute is prepared to begin start-up efforts upon the signature of the pilot agreement. Our plan is based upon providing ACT's program requirements within 60 business days after start-up as follows:

<b>Activity Phase</b>	<b>Responsible Persons</b>	<b>Plan/Details</b>	<b>Timing</b>
<b>Startup</b>			
Begin recruitment of new staff (postings drafted and sent to current staff/recruitment outlets). Prioritize hiring of Program Manager	Director of Business Development; Human Resources, Justice Services Division Director;	Advertisements drafted and posted, screened; interviewing processes are developed, required personnel are hired and on-boarded	Begins one-week post-award notification, due within 8 weeks of signed contract
Training of Staff including all EBPs	Human Resources, Director of	All proposed staff are in place and	Ideally begins when full team is

and best practices	Business Development, Director of Justice Services	have been through orientation, trained in WRAP and CBT skills and strategies	hired, or within 3 months of award (with ongoing coaching)
Meeting with key staff on response and dispatch management	Director of Justice Services, Program Manager, staff and APD	Begin shaping response structure	Within 30 days of signed contract
<b>Program Delivery</b>			
Ongoing delivery, assessment, and evaluation	Entire team assigned	Contract objectives are met (e.g., data mgmt., outcomes, and impact objectives)	Ongoing throughout pilot program
Running Teams 7am-3pm/3pm-11pm/11pm-7am Mon – Fri and 12-hour shifts Sat-Sun.	Response Teams with floaters	Supporting dispatched calls for service for crisis intervention	Ongoing throughout pilot program
Community Advisory	Program Manager and staff	Meeting with community designees and City Staff	Ongoing throughout pilot program

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EXHIBIT B  
PAYMENT SCHEDULE

**ANTIOCH MOBILE CRISIS BUDGET - FELTON INSTITUTE**  
**YEAR 1**

Position	Salary - annualized	FTE	11/1/22 - 12/31/22	01/01/23 - 10/31/23	Total
Project Administrator 1 FTE	\$ 107,000	1.00	17,833	89,167	107,000
Data & Administrative Analyst .4 FTE	\$ 65,000	0.40	2,167	21,667	23,833
Behavioral Health Clinician .50 FTE	\$ 95,000	0.50	7,917	39,583	47,500
Emergency Medical Technician - EMT 5.5 FTE	\$ 65,000	5.50	5,417	297,917	303,333
Community Response Specialist - CRS 5.5 FTE	\$ 65,000	5.50	5,417	297,917	303,333
Case Manager - 1 FTE	\$ 70,000	1.00	5,833	58,333	64,167
<b>Startup</b>					
Division Director - Justice Services			2,750	13,333	16,083
IT Manager			7,500		7,500
Quality Assurance Manager			7,500		7,500
Division Director - Training, Evaluation & Research			2,750		2,750
Director of Program Operations			4,500		4,500
Chief Financial & Operations Officer			10,000		10,000
Chief Executive Officer			15,000		15,000
		13.90	\$ 94,583	\$ 817,917	\$ 912,500
Benefits @ 32%			30,267	261,733	292,000
<b>Total staffing costs</b>			<b>\$ 124,850</b>	<b>\$ 1,079,650</b>	<b>\$ 1,204,500</b>

**Operating expense**

**Startup**

Recruitment & Staffing	6,000		6,000
Software Development (CIRCE)	10,000	30,000	40,000
Computer equipment, phones etc.	27,529	7,310	34,839
Training	1,500	2,500	4,000
			-
			-
			-
			-

**Operating**

Office Expense and Med Supplies	7,511	8,000	15,511
Utilities	2,000	10,000	12,000
IT services	2,205	11,025	13,230
Communications	1,710	8,550	10,260
Transportation and Travel	1,387	9,700	11,087
Insurance	2,158	10,792	12,950
			-

**Rent & Leases**

Building	4,400	22,000	26,400
Vehicles - Leased ADA Compliant - 3		133,440	133,440
Other equipment	12,000	5,000	17,000
			-
			-

**Client support**

Clothing, Food, Hygiene, Transportation	2,000	22,000	24,000
<b>Total Operating Expense</b>	<b>\$ 80,400</b>	<b>\$ 280,317</b>	<b>\$ 360,717</b>

**Indirect Expense**

30,787      203,996      234,783

**Total Expense**

**236,037      1,563,963      1,800,000**



**ANTIOCH MOBILE CRISIS BUDGET - FELTON INSTITUTE  
YEAR 2**

Position	Salary - annualized	FTE	11/1/23 - 10/31/24
Project Administrator 1 FTE	\$ 107,000	1.00	107,000
Data & Administrative Analyst .4 FTE	\$ 65,000	0.40	26,000
Behavioral Health Clinician .50 FTE	\$ 95,000	0.50	47,500
Emergency Medical Technician - EMT 5.5 FTE	\$ 65,000	5.50	357,500
Community Response Specialist - CRS 5.5 FTE	\$ 65,000	5.50	357,500
Case Manager - 1 FTE	\$ 70,000	1.00	70,000
Division Director - Justice Services	\$ 160,000	0.05	8,000
		<b>13.95</b>	<b>\$ 973,500</b>
Benefits @ 34%			330,990
<b>Total staffing costs</b>			<b>\$ 1,304,490</b>

**Operating expense**

**Operating**

Office Expense and Med Supplies	7,663
Utilities	12,000
IT services	13,230
Communications	10,260
Transportation and Travel	10,500
Insurance	12,950

**Rent & Leases**

Building	26,400
Vehicles - Leased ADA Compliant - 3	140,000
Other equipment	5,000

**Client support**

Clothing, Food, Hygiene, Transportation	22,725
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<b>Total Operating Expense</b>	<b>\$ 260,728</b>
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<b>Indirect Expense</b>	<b>234,782</b>
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<b>Total Expense</b>	<b>1,800,000</b>
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EXHIBIT C  
FEDERAL PROVISIONS

1. **REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)**

(a) Appendix II to Part 200 (A): Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. The Agreement include remedies for breach and termination for cause and convenience.

(b) Appendix II to Part 200 (C) – Equal Employment Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(c) Appendix II to Part 200 (D) – Davis-Bacon Act: Not applicable to this Agreement since it is funded by the CLFRF.

(d) Appendix II to Part 200 (D) – Copeland "Anti-Kickback" Act: Not applicable to this Agreement since it is funded by the CLFRF.

(e) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act: [Not applicable.]

(f) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

(i) If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal awarding agency.

(ii) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(g) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this Agreement is in excess of \$150,000, Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

(i) Pursuant to the Clean Air Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

(ii) Pursuant to the Federal Water Pollution Control Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

(h) Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(i) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(ii) Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(iv) Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Contractor also agrees to verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Contractor further agrees to notify the City in writing immediately if Contractor or its subcontractors are not in compliance during the term of this Agreement.

(i) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this Agreement is in excess of \$100,000, Contractor shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the Agreement term funding exceeds \$100,000.00, Contractor shall file with the City the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying." Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in



connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(j) Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

(i) Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

(ii) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price.

(iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iv) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

(k) Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

(i) Contractor shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Agreement. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(ii) See Public Law 115-232, section 889 for additional information.

(l) Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

(i) Contractor shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts

(ii) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **2. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)**

(a) Contractor shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

(b) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

(v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Contractor shall submit evidence of compliance with the foregoing affirmative steps when requested by the City.

**ANGELO QUINTO COMMUNITY RESPONSE TEAM BUDGET - FELTON INSTITUTE  
YEAR 3  
11/1/24- 10/31/25**

Position	Salary - annualized	FTE	Modified Budget 11/1/24 - 10/31/25	Budget Justification
Program Manager	\$ 110,000	1.00	110,000	Duties include program oversight and management, development and approval of budgets and operations. Identify, define and develop funding sources to support existing and planned program activities as well as lead the development, writing, and submission of grant proposals. Hiring, training and supervision of staff. Analyze and report programmatic data measures and outcomes. Work with leadership and partners to set strategic goals and objectives for programs. Provide 24 hour on call accessibility to provide client resolution while staff are providing field services. Provide services, in the field, for high level mental health and community crisis. Create deadlines, milestones, processes, and risk mitigation protocols to ensure monitoring of program performance and areas to improve. Because the program is 24 hours seven days a week there is a need for two program managers to manage/suprise the program.
Data and Administrative Manager	\$ 70,000	1.00	70,000	Maintains office services by organizing office operations and procedures, preparing payroll, controlling correspondence, designing filing systems, reviewing, and approving supply requisitions, and assigning and monitoring clerical functions. Duties include administrative support, creation of and analyzing reports, supervising and monitoring the administrative work of staff.
Behavioral Health Clinician	\$ 100,000	1.00	100,000	Responsible for mental health and substance use assessment, wellness services, and crisis prevention and intervention within context of multi-disciplinary team. Provide in the field services, mental health assessments and referral/ linkages to long term mental health services.
Community Response Specialist -CRS	\$ 70,000	11.00	770,000	Responsible for providing onsite crisis assistance, de-escalation, and conflict mediation, and transport to identified disposition on a 24/7 basis



				<p>Responsible for providing back up crisis assessment and support and to provide linkages to community resources and routine follow up wellness checks on clients. Works in coordination with behavioral health specialist to ensure continuum of care is provided for all clients engaged in AQCRT services. Duties also include providing consultation to staff about community resources to share with clients in field outreach. Case Manager also provides back up to Community Response Specialist for field services to cover staffing needs.</p> <p>Provides supervision and oversight of the Program Administrator</p>
Case Manager	\$	75,000	1.00	
Division Director - Justice Services	\$	186,900	0.20	
<b>Total staffing costs</b>				<b>1,162,380</b>
<b>Benefits @ 34%</b>				<b>395,209</b>
<b>Total staffing costs</b>				<b>1,557,589</b>

Operating expense				
<b><u>Operating</u></b>				
Office Expense and Medical Supplies			10,000	Office and Medical, first-aid supplies.
Communications and IT services			23,538	Phone, internet services.IT services such Zoom,BOX etc
Uniforms			5,050	Uniforms for the Communtiy Response Specialist
Transportation and Travel			30,000	* Budget includes coverage for gas, which on average costs \$2000 per month for 2 vehicles- . \$6,000.00 for vehicle maintance and DMW registrations.
Insurance			34,000	* Budget includes insurance coverage , which it is a cost of 24,000.00 for our ADA-compliant vehicle to ensure clients who require increased accessibility can utilize it and coverage for our regular Van. \$10,000 for our general and professional liability insurance
Occupancy			38,184	* Budget includes coverage 6 months ( November 2024 to April 2025) of \$2,838.00 per month and 6 months (May 2025 to October 2026) of 2,926.00. Also on average cost of \$300.00 per month for CAM expenses
Vehicles -			39,300	A purchase of two additional vehicles to provides a 24-hour alternative response service to low-level 911 calls from Antioch Residents. Vehicle \$39,300.00
Other equipment			20,000	Radios or others equipment as needed
<b><u>Client support</u></b>				

Clothing, Food, Hygiene, Transportation

22,000

\* Costs of materials to cover hygiene, water, food and transportation costs of clients. Client support also includes emergency Lyft/uber for transportation, emergency hotel relocation and purchase of supplies to cover youth related academic tools / basic needs and family groceries.


<b>Total Operating Expense</b>			<b>222,072.00</b>
<b>Total Expenses</b>			<b>1,779,661</b>
<b>Indirect Expense</b>			<b>320,339</b>
<b>Total Expense</b>			<b>2,100,000</b>


CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of October 8, 2024

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

**SUBMITTED BY:** Lori Medeiros, Administrative Analyst II 

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

**SUBJECT:** Program Supplement Agreement for the Installation of Hawk Signals at Various Locations Project ; P.W. 282-25

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Authorizing the City Manager or designee to execute the Program Supplement Agreement No. HSIPSL-5038(029) for the Installation of Hawk Signals at Various Locations; and
2. Authorizing the City Manager or designee to execute all Master Agreements, Fund Exchange Agreements, Fund Transfer Agreements, and any amendments thereto with the California Department of Transportation in a form approved by the City Attorney.

**FISCAL IMPACT**

The Fiscal Year 2024/25 Capital Improvement Program budget includes \$63,000 from the HSIP Grant and \$7,000 from the Traffic Signal Fund for the installation of High Intensity Activated Crosswalk ("Hawk") Signals. The total amount of the HSIP Grant is \$828,000 with local matching Traffic Signal Funds of \$92,000 for a total project budget of \$920,000, which was budgeted in FY2025/26. On August 27, 2024, City Council approved an amendment to allocate \$70,000 in the FY 2024/25 Traffic Signal Operating Budget for preliminary engineering for the project.

**DISCUSSION**

The City of Antioch is eligible to receive HSIP State funding for transportation projects, through the California Department of Transportation. Fund Transfer Agreements must be executed with the California Department of Transportation before such funds can be claimed.

This project will install Hawk Signals at trail crossings to enhance Pedestrian and Bicycle safety. The signals will be installed at the Delta de Anza Trail crossings at James Donlon

Boulevard between Rio Grande Drive and Silverado Drive/DiMaggio Way and at Lone Tree Way adjacent Sutter Delta hospital, and the Canada Valley Trail crossing at Hillcrest Avenue. Hawk beacon signals are traffic signals that allow pedestrians to cross busy roads safely. The Hawk signal that will be installed at the James Donlon Blvd. crossing is a portion of work that is included in the overall James Donlon Blvd. traffic calming improvements.

Staff recommends authorizing the City Manager or designee to execute all Master Agreements, Fund Exchange Agreements, Fund Transfer Agreements, and any amendments thereto with the California Department of Transportation, subject to review and approval of form by the City Attorney. Approval of the attached Program Supplement Agreement will secure the state funds allocated for this work.

#### **ATTACHMENTS**

- A. Resolution
  - Exhibit 1 - Master Agreement No. 04-5038S21
  - Exhibit 2 - Program Supplement Agreement No. HSIPSL-5038(029) to Administering Agency-State Agreement No. 04-5038S21
- B. Caltrans Funded Project List for Highway Safety Improvement Program (HSIP) Cycle 11

**ATTACHMENT "A"**

**RESOLUTION NO. 2024/xxx**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. HSIPSL-5038(029)  
TOADMINISTERING AGENCY-STATE AGREEMENT NO. 04-5038S21 FOR STATE  
FUNDS FROM THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) FOR  
THE INSTALLATION OF HAWK SIGNALS AT VARIOUS LOCATIONS  
P.W. 282-25**

**WHEREAS**, the City of Antioch is eligible to receive Highway Safety Improvement Plan (HSIP) State funding for transportation projects, through the California Department of Transportation;

**WHEREAS**, Fund Transfer Agreements will be executed with the California Department of Transportation before such funds can be claimed;

**WHEREAS**, Hawk Signals will be installed at trail crossings to enhance pedestrian and bicycle safety. The signals will be installed at the Delta de Anza Trail crossing at James Donlon Blvd. west of Contra Loma Blvd., Delta de Anza Trail crossing at Lone Tree Way, and the Canada Valley Trail crossing at Hillcrest Avenue;

**WHEREAS**, the Hawk signal installed at the James Donlon Blvd. crossing is a portion of work that is included in the overall James Donlon Blvd. traffic calming improvements; and

**WHEREAS**, the City of Antioch has considered authorizing the City Manager or designee to execute all Master Agreements, Fund Exchange Agreements, Fund Transfer Agreements, and any amendments thereto with the California Department of Transportation, subject to review and approval of form by the City Attorney.

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

1. Authorizes the City Manager or designee to execute the Program Supplement Agreement No. HSIPSL-5038(029) to Administering Agency-State Agreement No. 04-5038S21 for State funds from the Highway Safety Improvement Program (HSIP) for the Installation of Hawk Signals at Various Locations; and
2. Authorizes the City Manager or designee to execute all Master Agreements, Fund Exchange Agreements, Fund Transfer Agreements, and any amendments thereto with the California Department of Transportation, in a form approved by the City Attorney.

\* \* \* \* \*



**RESOLUTION NO. 2024/xxx**

October 8, 2024

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**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 8<sup>th</sup> day of October 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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



**EXHIBIT "1"**

**MASTER AGREEMENT  
ADMINISTERING AGENCY-STATE AGREEMENT  
STATE-FUNDED PROJECTS**

04            City of Antioch  
-----  
District      Administering Agency

Agreement No. 04-5038S21

This AGREEMENT, is entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Antioch, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

**RECITALS:**

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and
2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from a State-funded program (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG) and/or in the respective CTC Guidelines, for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and
3. WHEREAS, said PROJECT will not receive any federal funds; and
4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

## ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project- specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.

2. The State approved project-specific allocation notification letter and approved CTC allocation documentation designate the party responsible for implementing PROJECT, type of work, and location of PROJECT for projects requiring CTC allocation by PROJECT component of work.

3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on- going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned, unless otherwise agreed by STATE in writing.

5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.

6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of allocation by CTC, or by STATE for allocations delegated to STATE by CTC, for said PROJECT.

7. Projects allocated with STATE FUNDS will be administered in accordance with the current CTC STIP Guidelines, applicable chapter(s) of the LAPG, LAPM and/or any other instructions published by STATE.

8. ADMINISTERING AGENCY agrees to ensure compliance with all relevant State laws and requirements for work related to PROJECT, including the California Environmental Quality Act (CEQA).

9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P), preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.



10. ADMINISTERING AGENCY's eligible costs for construction engineering include actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its contracted engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the LAPM that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the current Caltrans Highway Design Manual standards, the current FHWA-adopted American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets standards, or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights-of-way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. ADMINISTERING AGENCY shall comply with the provisions of sections 4450 and 4454 of the California Government Code, as well as other Department of General Services guidance, if applicable, for the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide a full-time public employee to be in responsible charge of each PROJECT. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. ADMINISTERING AGENCY may utilize consultants to perform supervision and inspection work for PROJECT with a



fully qualified and licensed engineer. Utilization of consultants does not relieve ADMINISTERING AGENCY of its obligation to provide a full-time public employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information to STATE's District Local Assistance Engineer, within sixty (60) days after contract award.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Final Project Expenditure Report", LAPM Exhibit 17-M, within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Final Project Expenditure Report", within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all contracts and subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

## ARTICLE II - RIGHTS-OF-WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures of capital and support to purchase all real property required for



PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified, and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT is not clear as certified by ADMINISTERING AGENCY, including, but not limited to, if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non- matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

### ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not



being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

4. ADMINISTERING AGENCY shall comply with all applicable law, including but not limited to, all applicable legal authority regarding construction standards.

#### ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.

2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.

3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices in arrears for reimbursement of allowable PROJECT costs at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period

4. Invoices shall be submitted on a standardized billing summary template, in accordance with Chapter 5 of the LAPM to claim reimbursement by ADMINISTERING AGENCY. For construction invoices, pay estimates must be included.

5. ADMINISTERING AGENCY must retain at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

6. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by the ADMINISTERING AGENCY.

7. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to the Inspector General - Independent Office of Audits and Investigations for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of



indirect cost incurred within each fiscal year being claimed for reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the LAPM, and the ICAP/ICRP approval procedures established by STATE.

8. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

9. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with a finance letter, and an allocation notification letter when applicable. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the form of an allocation and finance letter.

10. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

11. ADMINISTERING AGENCY shall use its own non-STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

12. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

13. STATE FUNDS allocated by the CTC and/or STATE are subject to the timely use of funds provisions approved in CTC Guidelines and State procedures approved by the CTC and STATE.

14. STATE FUNDS encumbered for PROJECT are available for liquidation only for a limited period from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Section 16304 of the Government Code. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

15. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current California Department of Human Resources (CalHR) rules unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. If the rates invoiced by ADMINISTERING AGENCY are in excess of CalHR rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.



16. ADMINISTERING AGENCY agrees to comply with California Government Code 4525-4529.14. Administering Agency shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall also comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326.

17. ADMINISTERING AGENCY agrees and will assure that its contractors and subcontractors will be obligated to agree that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326 Governments. ADMINISTERING AGENCY agrees to comply with the provisions set forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

18. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR 200 excluding 2 CFR Part 200.318-200.326, 48 CFR Chapter 1, Part 31, LAPM, Public Contract Code (PCC) 10300- 10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be questioned, disallowed, or unallowable under 2 CFR, Part 200, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646, LAPM, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations are subject to repayment by ADMINISTERING AGENCY to STATE and may result in STATE imposing sanctions on ADMINISTERING AGENCY as described in Chapter 20 of the Local Assistance Procedures Manual.

20. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

21. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.



22. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

## ARTICLE V

### AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY shall not award a construction contract over \$25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for AE Consultant Contracts.

6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.



7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

#### ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.

2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.

3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.

5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.

6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.



8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT. These disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable, any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pendency of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or



jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_

\_\_\_\_\_

Chief, Office of Project Management  
Oversight  
Division of Local Assistance

Date \_\_\_\_\_

City of Antioch

By \_\_\_\_\_

\_\_\_\_\_

City of Antioch

Representative Name & Title  
(Authorized Governing Body  
Representative)

Date \_\_\_\_\_



## EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 12900 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

### 5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement

and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

**Exhibit "2"**

PROGRAM SUPPLEMENT NO. 00000A646  
to  
ADMINISTERING AGENCY-STATE AGREEMENT  
FOR STATE FUNDED PROJECTS NO 04-5038S21

Adv. Project ID  
0424000479

Date: July 08, 2024  
Location: 04-CC-0-ANT  
Project Number: HSIPSL-5038(029)  
E.A. Number:  
Locode: 5038

This Program Supplement, effective 7/1/24, hereby adopts and incorporates into the Administering Agency-State Agreement No. 04-5038S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the ADMINISTERING AGENCY on (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

**PROJECT LOCATION:** Delta de Anza Trail Xing at James Donlan Boulevard, Lone Tree Way; and Canada Valley Trail Xing at Hillcrest Avenue.

**TYPE OF WORK:** Install Hawk Signals at Trail Crossing to enhance Bike & Pedestrian Safety **LENGTH:** 0.0(MILES)

Estimated Cost	State Funds	Matching Funds		
	STATE \$63,000.00	LOCAL		OTHER
\$70,000.00		\$7,000.00		\$0.00

CITY OF ANTIOCH

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Attest \_\_\_\_\_

STATE OF CALIFORNIA  
Department of Transportation

By \_\_\_\_\_  
Chief, Office of Project Implementation  
Division of Local Assistance  
Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer



Date 07/12/2024

\$63,000.00



### SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT has received STATE funds from Highway Safety Improvement Program (HSIP). The ADMINISTERING AGENCY agrees to administer the PROJECT in accordance with the Highway Safety Improvement Program (HSIP) Guidelines, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.  
  
B. The STATE funds for this PROJECT may be provided under one or more phases, which are Preliminary Engineering (PE), Right-of-Way (R/W) and Construction (Con).  
  
A phase-specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the phase identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per phase. Unless otherwise determined, the effective date of the phase-specific allocation will constitute the start of reimbursable expenditures for the phase. The STATE funds available for reimbursement will be limited to the amount allocated by the STATE for the phase.  
  
C. At the time of the first fund allocation approval for the Project, this PROGRAM SUPPLEMENT, a STATE-approved Allocation Letter and STATE Finance Letter are prepared to allow reimbursement of eligible PROJECT expenditures for the phase allocated.  
  
D. STATE and ADMINISTERING AGENCY agree that any additional fund allocations made after the execution of this PROGRAM SUPPLEMENT, for the phase that has been authorized in the first fund allocation approval or for a new phase, will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and a STATE Finance Letter and are subject to the terms and conditions thereof.  
  
E. This PROJECT is subject to the delivery requirements enacted by the HSIP guidelines. The delivery requirements may be accessed at: <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/delivery-requirements-status-approved-projects>.  
  
F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.  
  
G. The ADMINISTERING AGENCY shall invoice STATE for PE, R/W and CON costs no later than 180 days after the end of expenditure the phase. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor, prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and

### SPECIAL COVENANTS OR REMARKS

payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM provisions.

I. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to provide the STATE, upon request, with the information related to the PROJECT for the purpose of project evaluation or other purposes.

K. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the State. Any changes to the approved PROJECT scope without the prior expressed approval of the State are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.



# ATTACHMENT "B"

Funded Project List for Highway Safety Improvement Program (HSIP) Cycle 11  
(Sort by Caltrans District and Agency Name)

\* Application Category: BCR = Benefit-Cost Ratio; SA-PedCrossing = Set-aside for Pedestrian Crossing Enhancements; SA-Guardrail = Set-aside for Guardrail Upgrade; SA-Edgelines = Set-aside for Installing Edgelines; SA-Bike Safety = Set-aside for Bike Safety Improvements; SA-Tribes = Set-aside for Tribes.

No.	Unique Project ID	Original Application ID	Caltrans District	Agency Name	County	MPO	Project Title	Location of Work	Description of Work	Project Cost	HSP Funds (State)	Application Category*
47	H11-04-001	04-Alameda County-1	4	Alameda County	Alameda County	MTC	Pedestrian Crossing Enhancements for Unincorporated Alameda County	Various unsignalized intersections in the unincorporated Alameda County: Ashland Ave. at Bertero Ave., 164th Ave. at Helo Drive, Castro Valley BART Station, Grove Way at Haviland Ave.	Install Rectangular Rapid Flash Beacons (RRFBs) and various crosswalk enhancements to unsignalized intersections to increase safety for pedestrians.	\$ 280,200	\$ 248,480	SA-PedCrossing
48	H11-04-002	04-American Canyon-1	4	American Canyon	Napa County	RURAL	Funding Set-Asides for Guardrail Upgrades	On American Canyon Road approximately 400 feet east of Via Firenze.	Upgrade/replace existing guardrail systems.	\$ 280,500	\$ 252,450	SA-Guardrail
49	H11-04-003	04-Antioch-1	4	Antioch	Contra Costa County	MTC	Signal System Upgrade at Multiple Locations	89 Signalized Intersections along Multiple Roadway Segments.	Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number; install pedestrian countdown signal heads; and install advance stop bar before crosswalk (Bicycle Box).	\$ 2,800,600	\$ 2,520,540	BCR
50	H11-04-004	04-Antioch-2	4	Antioch	Contra Costa County	MTC	Hawk Signals at Trail Crossings	Delta de Anza Trail Xing at James Donlan Boulevard; Delta de Anza Trail Xing at Lone Tree Way; and Canada Valley Trail Xing at Hillcrest Avenue.	Install Hawk Signals at Trail Crossings to enhance Pedestrian and Bicycle Safety.	\$ 920,000	\$ 828,000	BCR
51	H11-04-005	04-Benicia-02	4	Benicia	Solano County	MTC	City of Benicia Pedestrian Safety Enhancements	The intersection of Rose Drive and Panorama Drive.	Improve pedestrian crossing with the installation of bulb-outs (curb extensions) and high visibility crosswalks. Other safety measures include installing ADA curb ramps.	\$ 266,300	\$ 239,670	SA-PedCrossing
52	H11-04-006	04-Concord-2	4	Concord	Contra Costa County	MTC	Street Lighting and Safety Improvements	Various locations throughout the City of Concord.	Install new street lighting, upgrade existing street and intersection lighting, install pedestrian countdown signal heads, modify phasing to provide a Leading Pedestrian Interval (LPI), install three new RRFBs and four HAWK signals.	\$ 8,233,300	\$ 7,409,970	BCR
53	H11-04-007	04-Concord-3	4	Concord	Contra Costa County	MTC	RRFB Crosswalk Enhancements	9 Intersection locations throughout the City of Concord.	Upgrade existing uncontrolled crossing locations to enhance pedestrian safety with flashing beacon systems.	\$ 297,600	\$ 249,984	SA-PedCrossing
54	H11-04-008	04-Concord-4	4	Concord	Contra Costa County	MTC	Citywide Bike Lane Enhancements	Various existing bike facilities throughout the City.	Install bike lane buffer delineators to provide physical separation between bicycles and vehicles and install bike boxes at intersection approaches.	\$ 277,200	\$ 249,480	SA-Bike Safety
55	H11-04-009	04-Contra Costa County-1	4	Contra Costa County	Contra Costa County	MTC	Countywide Guardrail Upgrades - Phase 2	Various locations on arterials, collectors, and local roads throughout Contra Costa County.	Replace sub-standard MBGR guardrails with Caltrans standard MGS guardrails and end treatments.	\$ 1,493,700	\$ 999,990	SA-Guardrail
56	H11-04-010	04-Contra Costa County-2	4	Contra Costa County	Contra Costa County	MTC	Apian Way at Fran Way Pedestrian Crosswalk Enhancements	The Intersection of Apian Way and Fran Way in unincorporated El Sobrante.	Install Rectangular Rapid Flashing Beacons (RRFBs), bulb-outs and a median refuge island.	\$ 510,800	\$ 249,840	SA-PedCrossing
57	H11-04-011	04-Contra Costa County-3	4	Contra Costa County	Contra Costa County	MTC	Walnut Boulevard Bike Safety Improvements	Walnut Boulevard between Marsh Creek Road and Vasco Road in unincorporated Brentwood.	Install bike lanes by widening and restriping the roadway and install a centerline rumble strip.	\$ 1,150,000	\$ 249,415	SA-Bike Safety
58	H11-04-012	04-Contra Costa County-6	4	Contra Costa County	Contra Costa County	MTC	Bryon Highway Safety Improvements	Byron Highway from Clifton Court Road to Bruns Road.	Add lighting, install dynamic/variable speed warning signs, and install edgeline rumble strip/stripes.	\$ 1,462,800	\$ 1,316,520	BCR
59	H11-04-013	04-Contra Costa County-7	4	Contra Costa County	Contra Costa County	MTC	Vasco Road Safety Improvements	Vasco Road from Walnut Boulevard to Camino Diablo.	Install a no-passing line and centerline rumble strip/stripe and improve signal hardware at intersections.	\$ 794,500	\$ 715,050	BCR
60	H11-04-014	04-Contra Costa County-8a	4	Contra Costa County	Contra Costa County	MTC	Deer Valley Road Traffic Safety Improvements	Deer Valley Road between Deer Hill Lane and Marsh Creek Road in the unincorporated areas outside the cities of Antioch and Brentwood, in east Contra Costa County.	Install dynamic/variable speed feedback signs, guardrails, and curve shoulder widening.	\$ 1,250,900	\$ 1,125,810	BCR
61	H11-04-015	04-Cupertino-02	4	Cupertino	Santa Clara County	MTC	Improving Safety on Roadway Segments	Sections of 17 corridors: De Anza Blvd; Homestead Rd; Bollinger Rd; Wolfe Rd; McClellan Rd; Bubb Rd; Mariani Ave; Tantau Ave; Blaney Ave; Rainbow Dr; Miller Ave; Stelling Rd; Valley Green Dr; Calvert Dr; and Mary Ave.	Implement countermeasures including dynamic/variable speed warning signs at the curves along the corridor and improving pavement friction (HFST).	\$ 3,561,800	\$ 3,205,620	BCR
62	H11-04-016	04-Danville-1	4	Danville	Contra Costa County	MTC	Hartz Avenue Corridor Intersection Safety Improvements	Uncontrolled intersections of Hartz Avenue-Linda Mesa Avenue and Hartz Avenue-Prospect Avenue in the core downtown area.	Construct/install raised pedestrian crossings, curb ramp improvements, and intersection pavement markings.	\$ 119,900	\$ 107,910	BCR
63	H11-04-017	04-Danville-2	4	Danville	Contra Costa County	MTC	Townwide Traffic Signal and Intersection Safety Improvements	20 signalized intersections along the arterial roadways of Sycamore Valley Road, Camino Tassajara and Diablo Road.	Improve signal hardware, install advance stop bar, and modify signal phasing to implement a leading pedestrian interval.	\$ 590,400	\$ 531,360	BCR
64	H11-04-018	04-Dixon-2	4	Dixon	Solano County	MTC	Dixon Pedestrian Crossing Treatment Set-Aside Project	Pedestrian crossing locations at 5th St & E A St and E A St & the Good Neighbor School.	Install RRFBs and other standard crossing treatments including signing, striping and curb enhancements.	\$ 167,800	\$ 151,020	SA-PedCrossing
65	H11-04-019	04-Fairfield-1	4	Fairfield	Solano County	MTC	Citywide systemic signal visibility upgrade	All city-owned signalized intersections in Fairfield.	Standardize signal heads to be 12" and have reflective backplates citywide. Relevant locations will also have advance intersection warning signs with flashing beacons, and larger intersections will get cat tracks as needed.	\$ 2,158,700	\$ 1,663,200	BCR
66	H11-04-020	04-Fairfield-2	4	Fairfield	Solano County	MTC	Fairfield unsignalized intersection visibility and safety improvements	High crash frequency and severity unsignalized intersection locations.	Improve/add signing along with striping and median installations to increase the visibility and safety of unsignalized intersections.	\$ 605,300	\$ 447,570	BCR
67	H11-04-021	04-Fairfield-3	4	Fairfield	Solano County	MTC	Fairfield Pedestrian Crossing Set Aside	Three pedestrian crossings in Fairfield: Linear Park Trail & 2nd St, Linear Park Trail & 5th St and the I-80 EB Off Ramp & Travis Blvd.	Install RRFBs and other standard crossing treatments including signing, striping and curb enhancements.	\$ 479,300	\$ 248,094	SA-PedCrossing

**Funded Project List for Highway Safety Improvement Program (HSIP) Cycle 11**  
(Sort by Caltrans District and Agency Name)

\* Application Category: **BCR** = Benefit-Cost Ratio; **SA-PedCrossing** = Set-aside for Pedestrian Crossing Enhancements; **SA-Guardrail** = Set-aside for Guardrail Upgrade; **SA-Edgelines** = Set-aside for Installing Edgelines; **SA-Bike Safety** = Set-aside for Bike Safety Improvements; **SA-Tribes** = Set-aside for Tribes.

No.	Unique Project ID	Original Application ID	Caltrans District	Agency Name	County	MPO	Project Title	Location of Work	Description of Work	Project Cost	HSIP Funds (State)	Application Category*
68	H11-04-022	04-Fairfield-4	4	Fairfield	Solano County	MTC	Fairfield bicycle lane implementation	Broadway St from Pennsylvania Ave to Union Ave; Kentucky St from Pennsylvania Ave to Union.	Install new bike lanes and re-stripe existing channelization.	\$ 474,700	\$ 249,600	SA-Bike Safety
69	H11-04-023	04-Healdsburg-2	4	Healdsburg	Sonoma County	RURAL	Funding Set-Asides for Pedestrian Crossing Enhancements	Powell Avenue at Johnson Street.	Install Rectangular Rapid Flashing Beacons (RRFBs), curb extensions, ADA curb ramps, yield lines, traffic signs, striping and pavement markings	\$ 249,800	\$ 224,820	SA-PedCrossing
70	H11-04-024	04-Marin County-1	4	Marin County	Marin County	MTC	Install Radar Signs, in various locations of County of Marin	Various locations throughout County of Marin: Los Ranchitos Rd (San Rafael), Vineyard Rd (Novato) and Auburn Street (San Rafael).	Install radar signs to improve traffic safety of bicyclist and pedestrians.	\$ 227,500	\$ 204,750	BCR
71	H11-04-025	04-Marin County-2	4	Marin County	Marin County	MTC	Install RRFB's & RDFS in the County of Marin	Las Gallinas Ave/Roundtree Blvd (San Rafael), and Panoramic Highway between Edgewood Ave and Pan Toll Rd.	Install Rectangular Rapid Flashing Beacon (RRFB) at Las Gallinas Ave/Roundtree Blvd, and Install RRFB and radar sign at Panoramic Highway between Edgewood Ave and Pan Toll Rd.	\$ 412,600	\$ 371,340	BCR
72	H11-04-026	04-Marin County-3	4	Marin County	Marin County	MTC	Install active Chevron Warning signs, at three locations	Various locations along Sir Francis Drake Blvd, Tomales Petaluma Road and Panoramic Highway.	Install warning signs and High Friction Pavement treatment.	\$ 1,190,500	\$ 1,071,450	BCR
73	H11-04-027	04-Marin County-4	4	Marin County	Marin County	MTC	Various rural arterials and major collector roadways in the County of Marin	Various Rural and arterial roadways in the County of Marin.	Replace/ upgrade existing guardrails and end treatments. Replace nonstandard guardrails that have nonstandard end treatments and lower than minimum guardrail height required. The guardrails are located along high traffic volume and speed.	\$ 946,700	\$ 852,030	SA-Guardrail
74	H11-04-028	04-Mill Valley-1	4	Mill Valley	Marin County	MTC	East Blithedale Avenue Roadside Barrier Upgrade Project	Four locations between 700 and 759 E. Blithedale Ave. Project location is a major arterial in Mill Valley and within Marin County.	Upgrade existing timber and post guard rail.	\$ 1,051,700	\$ 640,145	SA-Guardrail
75	H11-04-029	04-Moraga-1	4	Moraga	Contra Costa County	RURAL	HSIP Cycle 11 Pedestrian and Bicycle Safety Improvements	Various non-signalized intersections including Moraga Road at Lucas and at Alta Mesa; Moraga Way at Moraga Valley Lane; Camino Pablo at Sanders Ranch Road; and Rheem Boulevard at St. Mary's Road.	Install/upgrade stop signs and other intersection warning/regulatory signs; Install RRFB on Moraga Rd at Lucas Dr; install flashing beacons on Moraga Way/Moraga Valley Ln, Moraga Rd/Alta Mesa Dr, St. Mary's Rd/Rheem Blvd and Moraga Rd/Corliss Dr.	\$ 495,400	\$ 445,660	BCR
76	H11-04-030	04-Napa-1b	4	Napa	Napa County	MTC	Pedestrian crossing enhancements at 6 uncontrolled crossing locations	Various uncontrolled crossing locations throughout the City of Napa.	Install Rectangular Rapid Flashing Beacons, ADA curb ramps, curb extensions, signage, and striping.	\$ 711,000	\$ 639,900	BCR
77	H11-04-031	04-Napa-3	4	Napa	Napa County	MTC	Improve pavement friction at 10 locations across two corridors	5 locations along the Lincoln Avenue corridor; 5 locations along the Browns Valley Road/First Street corridor.	Install High Friction Surface Treatments.	\$ 516,800	\$ 465,120	BCR
78	H11-04-032	04-Napa County-1	4	Napa County	Napa County	MTC	Napa County Guardrail Upgrades	1.1 miles of guardrail upgrades within Napa County, with 4 sections on Silverado Trail, 1 section on Petrified Forest Rd, 5 sections on Deer Park Rd, 1 section on Howell Mountain Rd, and 2 sections on Tubbs Ln.	Guardrail and end treatment upgrades.	\$ 1,198,500	\$ 1,000,000	SA-Guardrail
79	H11-04-033	04-Napa County-2	4	Napa County	Napa County	MTC	Napa County Silverado Trail Intersection Improvements	Intersections of Silverado Trail/Oak Knoll Ave, Silverado Trail/Zinfandel Ln, and Silverado Trail/the Strawberry Patch.	Install flashing beacons at all intersections; install right-turn lane at the Oak Knoll Ave and Strawberry Patch intersections; and install left turn-lane on Silverado Trail at the Strawberry Patch intersection.	\$ 1,107,000	\$ 996,300	BCR
80	H11-04-034	04-Newark-2	4	Newark	Alameda County	MTC	Crossing Improvements at two unsignalized intersections across the City of Newark	Two unsignalized intersections: Thornton Ave & Magnolia St and Enterprise Dr & Aleppo Dr.	Install Rectangular Rapid Flashing Beacons with accompanying signage, curb cuts and pavement striping.	\$ 192,800	\$ 173,520	SA-PedCrossing
81	H11-04-035	04-Oakland-1	4	Oakland	Alameda County	MTC	Safe Oakland Streets Pedestrian Accessibility and Safety Enhancements	51 signalized intersections within Oakland's priority equity neighborhoods.	Enhance pedestrian safety and accessibility by adding leading pedestrian intervals, longer pedestrian clearance times and pedestrian countdown signal heads.	\$ 1,909,000	\$ 1,718,100	BCR
82	H11-04-036	04-Oakland-2	4	Oakland	Alameda County	MTC	90th Avenue Intersection Enhancements	MacArthur Blvd/90th Ave and Bancroft Ave/90th Ave.	Enhance pedestrian safety and accessibility by adding leading pedestrian intervals, pedestrian countdown heads, protected left turns, and other safety upgrades.	\$ 1,206,000	\$ 1,085,540	BCR
83	H11-04-037	04-Oakland-3	4	Oakland	Alameda County	MTC	Safe Oakland Streets Major Crossings	Nine non-signalized intersections at arterial and collector streets within Oakland's priority equity neighborhoods.	Enhance pedestrian and bicycle safety by installing Rectangular Rapid Flashing Beacons (RRFBs), refuge islands, and bulb-outs, and install/upgrade crosswalks and curb ramps.	\$ 2,579,900	\$ 2,321,910	BCR
84	H11-04-038	04-City of Pinole-1	4	Pinole	Contra Costa County	MTC	Safety Improvements on Arterial Roadways	On San Pablo Avenue at the Third Ave. intersection and Quinan Street intersection, On Pinole Valley Road at the Savage Avenue intersection.	Install pedestrian crossing enhancements at three mid-block crossings on arterial roadways. The enhancements include continental markings, median refuge islands, advanced stop bars and Rectangular Rapid Flash Beacons.	\$ 265,600	\$ 239,040	SA-PedCrossing



**Funded Project List for Highway Safety Improvement Program (HSIP) Cycle 11**  
(Sort by Caltrans District and Agency Name)

\* Application Category: **BCR** = Benefit-Cost Ratio; **SA-PedCrossing** = Set aside for Pedestrian Crossing Enhancements; **SA-Guardrail** = Set aside for Guardrail Upgrade; **SA-Edgelines** = Set aside for Installing Edgelines; **SA-Bike Safety** = Set aside for Bike Safety Improvements; **SA-Tribes** = Set aside for Tribes.

No.	Unique Project ID	Original Application ID	Caltrans District	Agency Name	County	MPO	Project Title	Location of Work	Description of Work	Project Cost	HSIP Funds (State)	Application Category*
85	H11-04-038	04-Richmond-02	4	Richmond	Contra Costa County	MTC	MacDonald Avenue Pedestrian Crossing Safety Upgrades	Various intersections along MacDonald Avenue (15th Street and Nicholl Park).	Install Rectangular Rapid Flashing Beacons (RRFBs), curb extensions (bulb-outs), and added yield markings. Other safety measures include the installation of median refuge islands and red curb.	\$ 249,600	\$ 224,540	SA-PedCrossing
86	H11-04-040	04-Richmond-1	4	Richmond	Contra Costa County	MTC	Barrett Avenue Road Diet	Barrett Avenue from Harbour Way to 24th Street.	Road diet including protected bike lanes, sidewalk widening, high visibility crosswalk enhancements, protected left-turn phasing, advanced stop bars, median refuge islands, and Rectangular Rapid Flashing Beacons (RRFBs).	\$ 1,563,200	\$ 1,406,880	BCR
87	H11-04-041	04-Rio Vista-1	4	Rio Vista	Solano County	MTC	Rio Vista Bike Facility Upgrades	Norman Richards Drive from Airport Road to Poppy House Road; Airport Road from Norman Richards Drive to ASTA Minerals Driveway.	Construct Class IV bike facilities on Airport Road and Class II bike facilities on Norman Richards Drive which include new signing, striping, pavement markings and barriers.	\$ 276,900	\$ 249,210	SA-Bike Safety
88	H11-04-042	04-Rio Vista-2	4	Rio Vista	Solano County	MTC	Pedestrian crossing enhancements at three intersections in Rio Vista	Three pedestrian crossings: Airport Road and Church Road; Airport Road and Norman Richards Drive; N Front Street and SR-84.	Install RRFBs and other standard crossing treatments including signing, striping and curb enhancements.	\$ 268,700	\$ 241,830	SA-PedCrossing
89	H11-04-043	04-San Francisco-1	4	San Francisco	San Francisco County	MTC	Vision Zero Traffic Sign Upgrade	Various intersections and streets throughout the entire City and County of San Francisco.	Enhance traffic and pedestrian safety by installing new and replacement signs with retro-reflectivity.	\$ 2,188,400	\$ 1,969,560	BCR
90	H11-04-044	04-San Jose-1	4	San Jose	Santa Clara County	MTC	Left-turn Signal Phasing Modifications	The intersections of: Park Avenue & Race Street, Auzerais Avenue & Race Street, and Blossom Ave & Calero Ave.	Upgrade the existing traffic signal, add protected left turns on the north and south approaches to Blossom & Calero and Auzerais & Race, and all four approaches of Park & Race.	\$ 201,600	\$ 181,440	BCR
91	H11-04-045	04-San Jose-2	4	San Jose	Santa Clara County	MTC	Multi-corridor Signal Improvement Project	Ninety-Eight (98) signalized intersections along the corridors of Brokaw Rd/Murphy Ave/Hosletter Rd, First St, King Rd/Lundy Ave, Meridian Ave, Santa Teresa Blvd, and Snell Ave.	Upgrade 8-inch traffic signal heads to 12-inch heads, apply retroreflective borders on traffic signal backplates, and install Accessible Pedestrian Signal hardware at signalized pedestrian crossings.	\$ 1,325,700	\$ 1,193,130	BCR
92	H11-04-046	04-San Jose-3	4	San Jose	Santa Clara County	MTC	Ocala Ave Safety Improvement Project	Along Ocala Avenue between Everwood Court and Hillmont Avenue.	Construct a raised median island to replace the existing two-way left turn lane.	\$ 501,500	\$ 451,350	BCR
93	H11-04-047	04-San Rafael-3B	4	San Rafael	Marin County	MTC	Lincoln Avenue Corridor Safety Improvements	Lincoln Avenue at Brookdale Avenue and Wilson Court.	Add intersection safety improvements - curb extensions.	\$ 277,700	\$ 250,000	SA-PedCrossing
94	H11-04-048	04-Sebastopol-1	4	Sebastopol	Sonoma County	RURAL	Funding Set-Asides for Guardrail Upgrades	Bodega Avenue, approximately 150 feet west of City Limits to Valley View Drive.	Upgrade/replace existing guardrail systems and end treatments and extend guardrail system.	\$ 347,000	\$ 312,300	SA-Guardrail
95	H11-04-049	04-Sebastopol-2	4	Sebastopol	Sonoma County	MTC	Downtown Sebastopol Pedestrian Crossing Enhancements	Intersections of South Main Street/Burnett Street, North Main Street/Keating Avenue, Gravenstein Highway South/Hutchins Avenue, and Petaluma Avenue/Walker Avenue.	Install pedestrian-activated circular LED rapid flashing beacons replacing existing standard flashing beacons; install perimeter lighted pedestrian crossing signs; install pedestrian push buttons; remove existing in-roadway warning lights.	\$ 239,800	\$ 215,820	SA-PedCrossing
96	H11-04-050	04-Solano County-1	4	Solano County	Solano County	MTC	Pedestrian Safety Improvement Project	Lemon Street in Vallejo from Cypress Avenue to Benicia Road, and Benicia Road from Beach Street to Old Glenn Cove Parkway (Solano County right of way).	Improvement of pedestrian safety facilities including: Cross walk improvements, curb ramp improvements, addition of detectable warning surfaces, addition of bulb-outs, addition of flashing beacons, striping and markings.	\$ 277,700	\$ 249,930	SA-PedCrossing
97	H11-04-051	04-Solano County-2	4	Solano County	Solano County	MTC	Install Curve Advance Warning Signs with Flashing Beacons, Delineators, Reflectors and Object Markers	Multiple Rural Roads: 1) Lyon Road, 2) Vega Valley, 3) Dixon Avenue, 4) Putah Creek Road, 5) Cordelia Road, 6) Fry Road, 7) Rockville Road, 8) Pleasants Valley Road, 9) Meridian Road, 10) Holland Road, 11) Pedrick Road, and 12) Other Roads.	Install curve advance warning signs with flashing beacons, install delineators/reflectors/object markers and install/upgrade signs with new fluorescent sheeting.	\$ 1,192,800	\$ 1,073,520	BCR
98	H11-04-052	04-Solano County-4	4	Solano County	Solano County	MTC	Lighting, Pavement Friction, and Sight Distance Improvements at Unsignalized Intersections	Various unsignalized intersections throughout the County.	Install street lights, place high friction surface treatment, restripe, and relocate various markings/utility poles/signs to correct sight distance.	\$ 1,664,700	\$ 1,516,230	BCR
99	H11-04-053	04-Solano County-6	4	Solano County	Solano County	MTC	Guard Rail and Pavement Friction Improvement	Six rural road corridors: (1) Putah Creek Rd, (2) Vega Valley Rd, (3) Holland Rd, (4) Cordelia Rd, (5) Pleasants Valley Rd, and (6) Gibson Canyon Rd.	Install guardrail and/or high friction surface treatment at horizontal curves and spot locations.	\$ 1,874,800	\$ 1,687,320	BCR
100	H11-04-054	04-South San Francisco-1b	4	South San Francisco	San Mateo County	MTC	South San Francisco Traffic Signal Safety Improvements	The intersection of Junipero Serra Blvd/Arroyo (new traffic signal); intersections of Grand Ave/Spruce Ave, Grand Ave/Maple, Grand Ave/Linden Ave (modified signals); and various signalized intersections throughout City.	Install new traffic signal including curb, gutter, sidewalk, curb ramp improvements; leading pedestrian interval (LPI) implementation (3 signals), and install retroreflective backplates (B4 signals).	\$ 1,696,800	\$ 1,527,120	BCR
101	H11-04-055	04-Suisun City-01	4	Suisun City	Solano County	MTC	Suisun City T-Intersection Median Safety Improvements	Various T-Intersections: Walters Road and McClellan Drive, Railroad Avenue and Village Drive, and Railroad Avenue and Birchwood Court.	Install raised medians to address left-turn conflicts.	\$ 417,100	\$ 375,390	BCR
102	H11-04-056	04-Suisun City-02	4	Suisun City	Solano County	MTC	Suisun City Pedestrian Safety Enhancements	Various non-signalized intersections throughout Suisun City. The intersections of Marina Boulevard and Lotz Way and Pintail Drive and Cackling Drive.	Improve pedestrian crossing with the upgrade and installation of Rectangular Rapid Flashing Beacon (RRFB) devices, bulb-outs (curb extensions), and high visibility crosswalks.	\$ 244,000	\$ 219,600	SA-PedCrossing

**Funded Project List for Highway Safety Improvement Program (HSIP) Cycle 11**  
(Sort by Caltrans District and Agency Name)

\* Application Category: **BCR** = Benefit-Cost Ratio; **SA-PedCrossing** = Set-aside for Pedestrian Crossing Enhancements; **SA-Guardrail** = Set-aside for Guardrail Upgrade; **SA-Edgelines** = Set-aside for Installing Edgelines; **SA-Bike Safety** = Set-aside for Bike Safety Improvements; **SA-Tribes** = Set-aside for Tribes.

No.	Unique Project ID	Original Application ID	Caltrans District	Agency Name	County	MPO	Project Title	Location of Work	Description of Work	Project Cost	HSIP Funds (State)	Application Category*
103	H11-04-057	04-Town of Moraga-2	4	Moraga	Contra Costa County	RURAL	HSIP Cycle 11 Pedestrian and Bicycle Safety Improvements	Three primary corridors and two non-signalized intersections: Moraga Wy; Moraga Rd from Larch Ave to Town Limit north; Rheem Blvd from Moraga Rd to La Salle; Moraga Wy/Moraga Valley Ln; and Moraga Road/Coriss Drive.	Upgrade and/or install enhanced safety features at pedestrian crossings. At Moraga Road at Coriss Drive, install flashing beacon and larger warning and regulatory signs in advance of intersection.	\$ 245,000	\$ 220,500	SA-PedCrossing
104	H11-04-058	04-Vacaville-2	4	Vacaville	Solano County	MTC	Vacaville Pedestrian Crossing Enhancements	The intersection of N. Orchard Ave and Valencia Lane; and the intersection of Nut Tree Road and Opal Drive.	Implement pedestrian crossing enhancements including high visibility crosswalks, advanced pedestrian warnings and signs, curb ramps, and Rectangular Rapid-Flashing Beacons (RRFBs).	\$ 274,700	\$ 247,230	SA-PedCrossing
105	H11-04-059	04-Vacaville-3	4	Vacaville	Solano County	MTC	Vacaville Edgeline Enhancements	Segments along Allison Pkwy, Meridian Rd, Orange Dr, Peabody Rd, Ulatz Dr, and Vaca Valley Pkwy.	Remove and replace edge-lines that have faded away or deteriorated. Remove and replace center line striping at various locations.	\$ 272,900	\$ 245,610	SA-Edgelines
106	H11-04-060	04-Vallejo-02	4	Vallejo	Solano County	MTC	City of Vallejo Guardrail Set-Aside	Various locations throughout the city. 2 locations along Lincoln Road East, 1 at Admiral Callaghan Lane, 1 at the Whitney Avenue and Mini Drive intersection, and 1 at Virginia Street.	Upgrade guardrails, including the removal and replacement of existing guardrail.	\$ 238,900	\$ 215,010	SA-Guardrail

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of October 8, 2024

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

**SUBMITTED BY:** Derek Traya, Operations Supervisor Parks

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

**SUBJECT:** Consideration of a \$35,655 Increase in the Capital Improvement Budget for Park Facility Upgrades and an Agreement for the Jacobsen Park Playground Replacement for \$336,949.34

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Authorizing an amendment increasing the Capital Improvement Budget for Park Facility Upgrades in the amount of \$35,655 from the Park-in-Lieu funds for a total of \$336,950;
2. Approving the proposal from Miracle Playsystems, Inc. to purchase a new playground for Jacobsen Park in the amount of \$306,317.58 with a ten (10) percent contingency in the amount of \$30,631.76 for a total not to exceed amount of \$336,949.34 using a Sourcewell Cooperative Purchasing Agreement (No. 010521-LTS); and
3. Authorizing the City Manager to execute the cooperative purchasing agreement in a form approved by the City Attorney.

**FISCAL IMPACT**

Approval of this budget amendment will increase the Capital Improvements and operating budget by \$35,655 from the Park-in-Lieu funds for a total of a \$336,950 for the Park Facilities Upgrades such as the playground replacement at Jacobsen Park.

**DISCUSSION**

The Capital Improvement Program (CIP) includes funding each fiscal year for city-wide park and facilities upgrades. Staff identified two parks, Jacobsen and Marchetti, in need of renovations.

The original design of the replacement playground for Jacobsen Park was reviewed by the Antioch Parks and Recreation Commission on February 21, 2019. The Commission voted in favor of the design and recommended that Council approve the playground



replacement.

On November 24, 2020, the City Council requested additional accessible features for the playground as well as the development of an accessibility policy for all playgrounds in Antioch. Staff subsequently developed the *Policy for Ensuring Equitable Access to Inclusive Play Environments in Parks and Public Spaces*, included as Attachment C. This policy was recommended for approval by the Parks and Recreation Commission at the regular meeting of August 19, 2021, and then adopted by City Council at the regular meeting of September 14, 2021. The policy seeks to ensure that all people with disabilities or special needs have greater access to the City's parks and playgrounds.

Staff then reached out to Miracle Playsystems, the original designer of the Jacobsen Park replacement playground, and asked them to incorporate additional inclusive playground elements in line with the City's new policy into their design. As a Tier-3 Park, the proposed replacement playground at Jacobsen Park will incorporate all-inclusive play elements into the overall playground design, improves sidewalk accessibility to the playground with a new ADA pathway from the front entrance of the park and incorporates shaded seating amenities around the new playground.

At the Parks and Recreation Commission special meeting of June 7, 2022, staff shared and discussed the revised playground design for Jacobsen Park with the Parks and Recreation Commission as part of the *Draft 2022-2027 Five Year Capital Improvement Program PW 150-22* discussion. The Commission recommended that Council approve the revised Jacobsen playground design which incorporates inclusive play elements as well as other upgrades which improve accessibility to park users.

The City received a quote, as described in Attachment B, from Mircale Playsystems Inc., a Sourcwell cooperative purchasing vendor. The City can utilize the Sourcwell Cooperative Purchasing agreements for the purchase of goods and services per Antioch Municipal Code section 3-4.12 (C) (1), which allows the dispensing of bidding procedures for purchasing goods or services or proposal procedures for professional services. Many public agencies, including neighboring cities and special districts, use certain national cooperative purchasing programs such as Sourcwell to enable them to obtain significant savings while maintaining the principles of fair and open competition in public procurement.

Staff recommends approving the cooperative purchasing Sourcwell Contract No. 010521-LTS with Miracle Play Systems Inc. of Alamo, CA for the purchase of the playground replacement at Jacobsen Park in the amount of \$336,949.34 which includes a 10 percent contingency. This playground replacement will help ensure that the City's Park system continues to be a safe and enjoyable place for all the residents of Antioch by providing greater access to people with disabilities or special needs.

#### **ATTACHMENTS**

- A. Resolution
- B. Miracle Playground Systems Inc. Quote and Specifications
- C. Inclusive Park Design Policy



## ATTACHMENT "A"

### RESOLUTION NO. 2024/xxx

#### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A CAPITAL IMPROVEMENT AND OPERATING BUDGET AMENDMENT AND APPROVING THE PROPOSAL FROM MIRACLE PLAYSYSTEMS, INC. IN THE AMOUNT OF \$336,949.34 UTILIZING COOPERATIVE PURCHASE AGREEMENT SOURCEWELL CONTRACT NO. 010521-LTS FOR THE JACOBSEN PARK PLAYGROUND REPLACEMENT PURCHASE

**WHEREAS**, at the Parks and Recreation Commission special meeting of June 7, 2022, staff shared and discussed the revised playground design for Jacobsen Park with the Parks and Recreation Commission as part of the *Draft 2022-2027 Five Year Capital Improvement Program PW 150-22* discussion;

**WHEREAS**, the Parks and Recreation Commission recommended that Council approve the revised Jacobsen playground design which incorporates inclusive play elements as well as other upgrades which improve accessibility to park users as desired in the City's *Policy for Ensuring Equitable Access to Inclusive Play Environments in Parks and Public Spaces*;

**WHEREAS**, the City received a quote, as described in Attachment B, from Miracle Playsystems, Inc., a Sourcewell cooperative purchasing vendor. The City can utilize Sourcewell Cooperative Purchasing agreements for the purchase of goods and services per Antioch Municipal Code section 3-4.12 (C) (1), which allows the dispensing of bidding procedures for purchasing goods or services or proposal procedures for professional services;

**WHEREAS**, the City Council has considered authorizing an amendment increasing the Capital Improvement and Operating Budgets for the Jacobsen Park Playground Replacement in the amount of \$35,655 from the Park-in-Lieu Fund for a total of a \$336,950; and

**WHEREAS**, the City Council has considered approving the proposal from Miracle Playsystems, Inc. to purchase a new playground replacement for Jacobsen Park in the amount of \$306,317.58 with a ten (10) percent contingency in the amount of \$30,631.76 for a total not to exceed amount of \$336,949.34 utilizing the Sourcewell Cooperative Purchasing Agreement No. 010521-LTS, and authorizing the City Manager to execute the cooperative purchasing agreement.

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

1. Authorizes an amendment increasing the Capital Improvement and Operating Budgets for the Jacobsen Park Playground Replacement in the amount of \$35,655 from the Park-in-Lieu Fund for a total of a \$336,950;

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

October 8, 2024

Page 2

2. Approves the proposal from Miracle Playsystems, Inc. to purchase a new playground replacement for Jacobsen Park in the amount of \$306,317.58 with a ten (10) percent contingency in the amount of \$30,631.76 for a total not to exceed amount of \$336,949.34 utilizing the Sourcewell Cooperative Purchasing Agreement No. 010521-LTS; and
3. Authorizes the City Manager to execute the cooperative purchasing agreement, in a form approved by the City Attorney.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 8th day of October 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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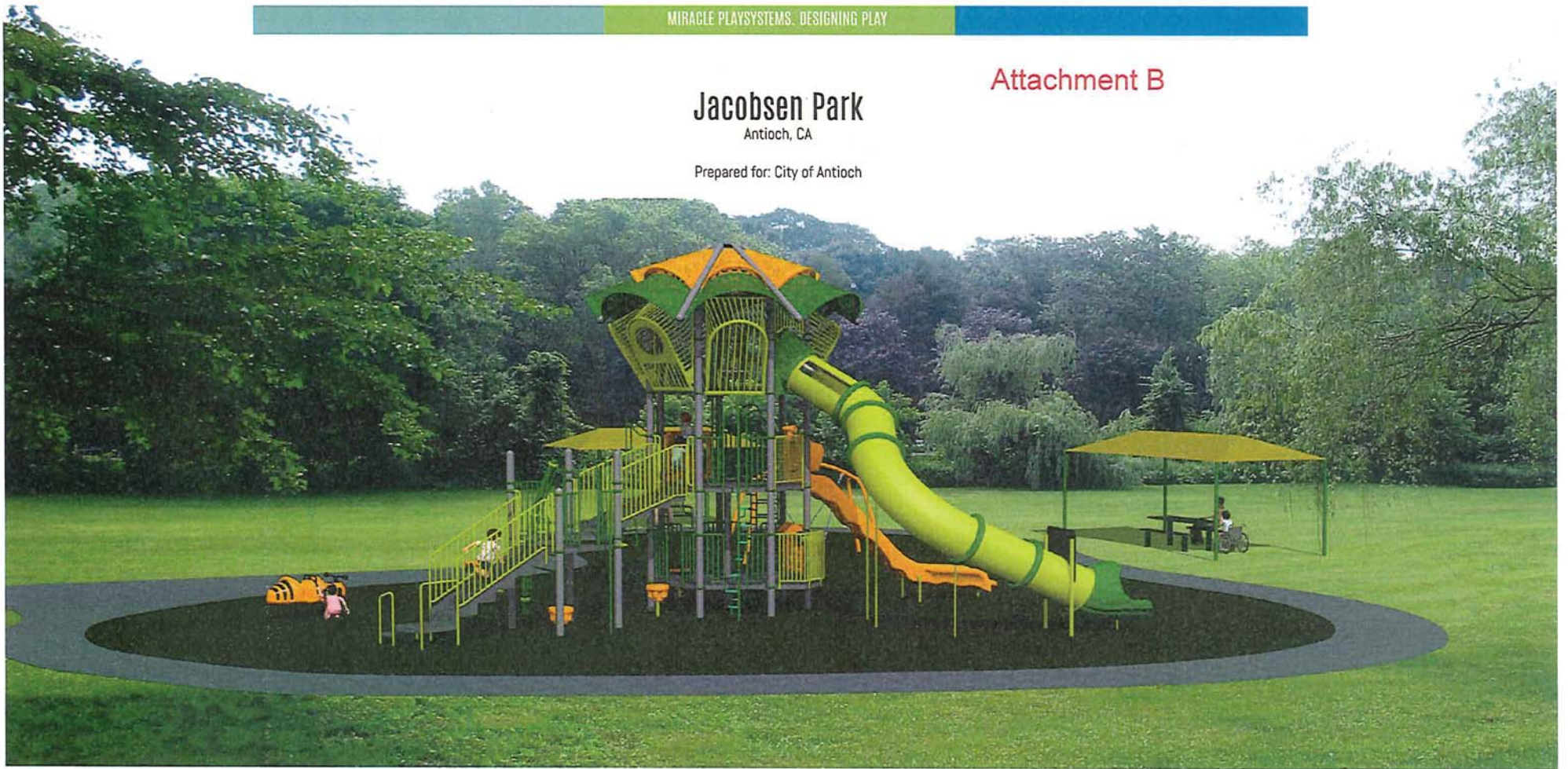
**ELIZABETH HOUSEHOLDER**  
**CITY CLERK OF THE CITY OF ANTIOCH**



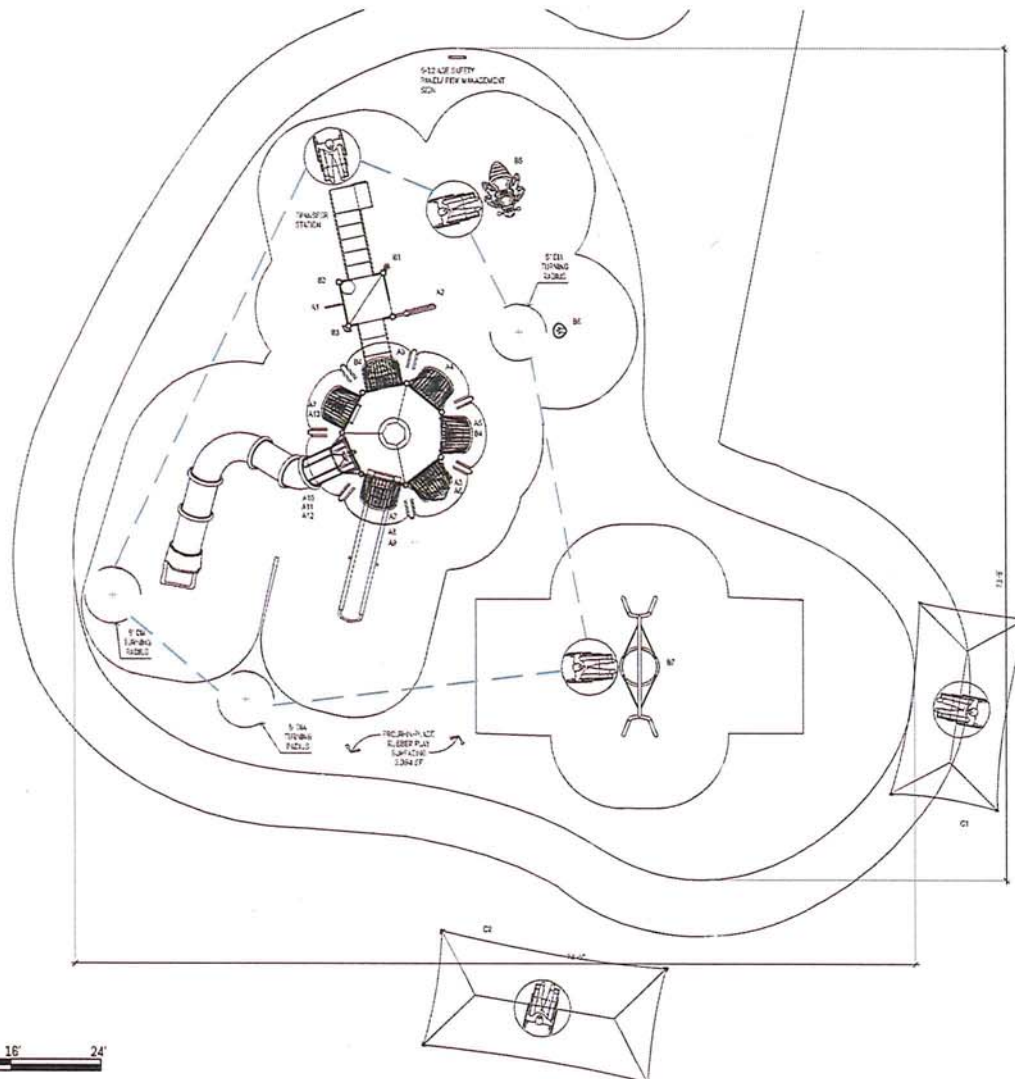
## Attachment B

### Jacobsen Park Antioch, CA

Prepared for: City of Antioch



Creating Fun Play Environments to Enrich Communities



PLAY AREA - 42,400 SQUARE FEET (10,400 SQ. YD.)  
 NOTE:  
 1. THIS SITE IS TO BE DESIGNED FOR 100% ACCESSIBILITY.  
 2. THE TOTAL LENGTH OF THE ACCESSIBLE PATH OF TRAVEL IS 234 LF.  
 3. THE TOTAL LENGTH OF THE ACCESSIBLE PATH OF TRAVEL IS 234 LF.  
 4. THE TOTAL LENGTH OF THE ACCESSIBLE PATH OF TRAVEL IS 234 LF.  
 5. THE TOTAL LENGTH OF THE ACCESSIBLE PATH OF TRAVEL IS 234 LF.  
 6. THE TOTAL LENGTH OF THE ACCESSIBLE PATH OF TRAVEL IS 234 LF.

KEY	NAME OF COMPONENT ON ACCESSIBLE ROUTE	QTY.	TYPE
A1	CLIMBING WALL	1	CLIMBING WALL
A2	PHYSICAL CHALLENGE	1	PHYSICAL CHALLENGE
A3	NA	2	PHYSICAL CHALLENGE
A4	PHYSICAL CHALLENGE	1	PHYSICAL CHALLENGE
A5	CLIMBING WALL	1	CLIMBING WALL
A6	PHYSICAL CHALLENGE	1	PHYSICAL CHALLENGE
A7	NA	2	PHYSICAL CHALLENGE
A8	CLIMBING WALL	1	CLIMBING WALL
A9	NA	1	CLIMBING WALL
A10	NA	1	CLIMBING WALL
A11	CLIMBING WALL	1	CLIMBING WALL
A12	NA	1	CLIMBING WALL
A13	CLIMBING WALL	1	CLIMBING WALL

KEY	NAME OF COMPONENT	QTY.	TYPE
B1	CLIMBING WALL	1	CLIMBING WALL
B2	PHYSICAL CHALLENGE	1	PHYSICAL CHALLENGE
B3	CLIMBING WALL	1	CLIMBING WALL
B4	PHYSICAL CHALLENGE	1	PHYSICAL CHALLENGE
B5	CLIMBING WALL	1	CLIMBING WALL
B6	PHYSICAL CHALLENGE	1	PHYSICAL CHALLENGE
B7	CLIMBING WALL	1	CLIMBING WALL

KEY	NAME OF COMPONENT	QTY.	TYPE
C1	CLIMBING WALL	1	CLIMBING WALL
C2	PHYSICAL CHALLENGE	1	PHYSICAL CHALLENGE

CRITICAL FALL HEIGHT: 8'-0" CFH  
 PERMITTED: 234 LF  
 DRAWN BY: DT/LDV/CG



# Jacobsen Park, Accessible Path of Travel

Antioch, CA

LINEAR FEET: 234 LF  
 CRITICAL FALL HEIGHT: 8'-0" CFH  
 18\_1369\_Jacobsen\_008

SITE AREA: 3,394  
 SCALE: 3/32" = 1'-0"  
 DATE: 4/14/2022  
 DRAWN BY: DT/ LDV/ CG



ALL DRAWINGS ARE SUBJECT TO CHANGE AND SHOULD BE REVIEWED BEFORE FINAL SALE. ALL SITE DIMENSIONS WILL NEED TO BE VERIFIED PRIOR TO SALE AND INSTALLATION.



1



- Providing real choices of play for each child

3

- 4

- 5



**P**



**C**

## ELEMENTS OF PLAY



A1

**CLIMBING POLE:**

What a fun way to quickly descend down a play structure, the climbing pole/firemans pole is an excellent climber that allows the user to engage with others in play.



A5

**COMMAND POST W/ WHEEL**

The command post w/ wheel is designed to enhance imaginative play.

A9

**PLANET PANEL**

Practicing what is taught in the classroom out in the playground is a great way to experience learning.



A12

**OBSERVATION DECK W/ EXTENDED STEERING WHEEL**

The command post w/ wheel is designed to enhance imaginative play.



A2

**PHYSICS BUTTRESS CLIMBER**

The Physics buttress climber is a fun challenging climber that emulates rock wall climbing.



A6

**TREE-O-CLIMBER**

The Tree-O Climber is a vertical climbing challenge featuring 60° rung. Provides a proprioceptive sensory play.



A10

**TUBE SLIDE**

The Tube slide with windows is a tall slide that winds as it descends from the tallest deck.



A13

**TWISTED VINE CLIMBER**

The twisted vine climber is a fun climber that contains a routed leaf design and ascend the climber, slightly offset to wind upward around the rail.



A3

**PHYSICS LEAN OUT W/ BUBBLE**

This lean out Panel features a 60° angled panel that the user can lean against with a view "Bubble" window that provides imaginative play.



A7

**PHYSICS LEAN OUT W/ SEAT**

This lean out panel features a 60° angled panel that the user can lean against with a seat that provides a place of calm /cozy space and onlooker play opportunities.



A11

**DELIGHT-O-SCOPE TELESCOPE**

Delight-O-Scopes stimulate creative play and provide visual experiences for users.

The Telescope features reflective facets set within the tube to offer a kaleidoscopic view. Rotates 360° horizontally and vertically between -45°-45°.



A4

**BRAIDED CLIMBER**

The Braided climber is a twisting, vertical climbing challenge. Provides a proprioceptive sensory play



A8

**SCALE-N-SLIDE**

The Scale-N-Slide is a thrilling, rapid descent, open bedway slide. The slide features a sit-down transitional canopy for added safety.







B1

**BELL**

this post mount Bell is designed to add noisy, imaginative play to any pre-existing deck post



B2

**SINGLE POD SEAT**

This post mounted seat is designed to enhance imaginative play below decks



B3

**CRUNCH STATION**

The Crunch station enables the user to perform leg lifts and crunches in a standing position



B4

**BONGO PERCH**

The bongo perch is a balancing type of play component that can be used as a stepper for egress onto the play structure or freestanding linked play



B5

**BUZZY BEE**

This "C" Spring Rider is designed to provide children with an engaging, fun and safe physical activity that stimulates imaginative play while encouraging sharing and cooperation. "C" Spring Riders feature traditional "rocking horse" type movement.



B6

**SADDLE SEAT**

The freestanding Saddle Seat is an amazing spinning component that supports the principles of inertia by keeping kids spinning merely by use of body weight.



B7

**ACCELERATOR SWING**

This group swing incorporates the motion of a traditional swing with the added fun of interactivity. The Accelerator swing helps activate and integrate the important sense of movement and gravity - The vestibular sense. Children can sit or lay on the swing and adults can join in the fun and provide additional support for a child.

\*Colors shown in rendering is for illustrative purposes only. Actual color and pattern may vary slightly.

**TWO POST HIP SHADE**

Make your Playground more inclusive by adding Shade in or near your playbox.

Some Children and Adults have sun allergies and others are more susceptible to sun poisoning and overheating due to certain medications. These medications are commonly used by children who have epilepsy, cerebral palsy, and autism. Children with these conditions might be unable to go to the playground unless there's adequate shade to protect them. The Fabric Structures can block up to 96% of harmful UV rays, and can make your playground up to 20° cooler year-round, allowing for longer play.

C1



C2



\*Colors shown in rendering is for illustrative purposes only. Actual color and pattern may vary slightly.





\*Colors shown in rendering is for illustrative purposes only. Actual color and pattern may vary slightly.

Creating Fun Play Environments to Enrich Communities



## Creating Fun Play Environments to Enrich Communities



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Creating Fun Play Environments to Enrich Communities





\*Colors shown in rendering is for illustrative purposes only. Actual color and pattern may vary slightly.

Creating Fun Play Environments to Enrich Communities



**Job Number:****Job:** P18\_1369\_Jacobsen Park Playground Update**Quote Name:** Quote--18\_1369\_JacobsenParkPlayground\_007\_7.29.2024**Quote Number:** Q-08414**Prepared by:**

Shana Friesen

shana@miracleplaygroup.com

**Terms:** Net 30**Remit to:** Miracle Playsystems, Inc.

1276 S Main St., Salinas, CA 93901

**Sub Total:** \$284,941.20**Freight:** \$9,905.00**Estimated Tax:** \$11,471.38**Total:** \$306,317.58

Miracle

This Quote Does Not Include Installation

This Quote Includes a Sourcewell Discount, Contract# 010521-LTS

Product Code	Description	Qty	Rate	Total	Estimated Tax ( if applicable)
MREC EQUIP	Miracle Play Equipment Per Plan _18_1369_Jacobsen_007_BOM_7.29.2024	1	\$152,799.00	\$117,655.23	\$11,471.38

## Installation Services

Product Code	Description	Qty	Rate	Total	Estimated Tax ( if applicable)
B15	Installation Only of Miracle Play Equipment Design 007	1	\$66,217.00	\$66,217.00	\$0.00

## Rubber/Turf Surfacing

Quote Includes Prevailing Wages

Product Code	Description	Qty	Rate	Total	Estimated Tax ( if applicable)
C12	<p>ENDURAFLEX</p> <p>Rubber Surfacing Material: Apx. 3,394 SF of EnduraFlex With a Color Mix of 50% Black and 50% Beige with AROMATIC Urethane Binder.</p> <p>Includes a 3.5" System Comprised of a 3.0" Cushion Layer and a 0.5" Wear Layer Accounting For Up to An 8' Fall Height.</p> <p>Rubber Surfacing Install: Over Prepped Area:All PIP Assumes No Design Work Installation</p>	3,394.00	\$27.15	\$92,147.10	\$0.00

P18\_1369\_Jacobsen Park Playground Update

MIRACLE PLAYSYSTEMS, INC. — PO BOX 263, ALAMO, CA 94507 — (800) 879-7730 — (510) 893-2163 (FAX)

CSL: 981433 — DIR: 1000015853

Page 1 of 4

## Bonds

Product Code	Description	Qty	Rate	Total	Estimated Tax ( if applicable)
BONDING	Bonds	1	\$8,921.87	\$8,921.87	\$0.00

Sub Total: \$284,941.20

Freight: \$9,905.00

Total Estimated Tax: \$11,471.38

Grand Total: \$306,317.58

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Please confirm or edit order information below.

**End User Company:**

City of Antioch

**End User Contact:**

End User Email:

**Bill To Email:****Bill To:**

City of Antioch

**Delivery Contact:**

Delivery Email:

Delivery Phone:

**Delivery Address:**1412 Jacobsen St,  
Antioch CA, 94509**Customer Reference #:****Site Address:**1412 Jacobsen St.,  
Antioch, CA 94509

P18\_1369\_Jacobsen Park Playground Update

MIRACLE PLAYSYSTEMS, INC. — PO BOX 263, ALAMO, CA 94507 — (800) 879-7730 — (510) 893-2163 (FAX)

CSL: 981433 — DIR: 1000015853

**Job Number:****Job:** P18\_1369\_Jacobsen Park Playground Update**Quote Name:** Quote--18\_1369\_JacobsenParkPlayground\_007\_7.29.2024**Quote Number:** Q-08414**Prepared by:**

Shana Friesen

shana@miracleplaygroup.com

**Terms:** Net 30**Remit to:** Miracle Playsystems, Inc.

1276 S Main St., Salinas, CA 93901

**Sub Total:** \$284,941.20**Freight:** \$9,905.00**Estimated Tax:** \$11,471.38**Total:** \$306,317.58

Miracle

This Quote Does Not Include Installation

This Quote Includes a Sourcewell Discount, Contract# 010521-LTS

Product Code	Description	Qty	Rate	Total	Estimated Tax ( if applicable)
MREC EQUIP	Miracle Play Equipment Per Plan _18_1369_Jacobsen_007_BOM_7.29.2024	1	\$152,799.00	\$117,655.23	\$11,471.38

## Installation Services

Product Code	Description	Qty	Rate	Total	Estimated Tax ( if applicable)
B15	Installation Only of Miracle Play Equipment Design 007	1	\$66,217.00	\$66,217.00	\$0.00

## Rubber/Turf Surfacing

Quote Includes Prevailing Wages

Product Code	Description	Qty	Rate	Total	Estimated Tax ( if applicable)
C12	<p>ENDURAFLEX</p> <p>Rubber Surfacing Material: Apx. 3,394 SF of EnduraFlex With a Color Mix of 50% Black and 50% Beige with AROMATIC Urethane Binder.</p> <p>Includes a 3.5" System Comprised of a 3.0" Cushion Layer and a 0.5" Wear Layer Accounting For Up to An 8' Fall Height.</p> <p>Rubber Surfacing Install: Over Prepped Area:All PIP Assumes No Design Work Installation</p>	3,394.00	\$27.15	\$92,147.10	\$0.00

P18\_1369\_Jacobsen Park Playground Update

MIRACLE PLAYSYSTEMS, INC. — PO BOX 263, ALAMO, CA 94507 — (800) 879-7730 — (510) 893-2163 (FAX)

CSL: 981433 — DIR: 1000015853

Page 1 of 4

## Bonds

Product Code	Description	Qty	Rate	Total	Estimated Tax ( if applicable)
BONDING	Bonds	1	\$8,921.87	\$8,921.87	\$0.00

**Sub Total:** \$284,941.20  
**Freight:** \$9,905.00  
**Total Estimated Tax:** \$11,471.38  
**Grand Total:** \$306,317.58

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Please confirm or edit order information below.

**End User Company:**

City of Antioch

**End User Contact:**

End User Email:

**Delivery Contact:**

Delivery Email:

Delivery Phone:

Delivery Address:

1412 Jacobsen St,

Antioch CA, 94509

**Site Address:**

1412 Jacobsen St.,

Antioch, CA 94509

**Bill To Email:****Bill To:**

City of Antioch

**Customer Reference #:**



## INDEMNITY

Client/Owner shall defend, indemnify and hold harmless Miracle Playsystems, its officers, directors, board of trustees, agents, or employees and each of them, from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, reasonable attorneys' fees, reasonable experts' fees, reasonable consultants' fees, judgments, losses or liabilities, of every kind and nature whatsoever arising out of or in any way connected with or incidental to, the performance of the services under this Agreement or any of the obligations contained in this Agreement ("Claims"). Without limitation, "damages" include personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Miracle Playsystems, or any other person; or other damages of any kind to anyone including, without limitation, economic loss, property damage and loss of use thereof. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, that each shall be given effect, and that each shall apply despite any acts or omissions, misconduct or negligent conduct, whether active or passive, on the part of, or other contractor(s); provided, however, Miracle Playsystems duty to indemnify shall be limited to the percentage or the degree Miracle Playsystems comparative negligence caused any damages.

## STANDARD NOTES

- Price quotation is good for 30 days. Accurate color selections must be made in writing prior to equipment going into production. Colors to be confirmed with your local sales representative.
- Please email/fax quotation with your signature to accept this quote and place order. Fax 510-893-2163 or email [Info@MiraclePlayGroup.com](mailto:Info@MiraclePlayGroup.com)
- Unless otherwise specified, Miracle Playsystems **DOES NOT** include the following in this proposal:
  - Engineered drawings
  - Installation of equipment or other site amenities
  - Specialty trades, equipment, power supply required to install equipment
- Any insurance requiring in excess of \$1M/\$2M per occurrence, special insurance coverage or wording, Prevailing/Certified wage rates, local permitting, bid/performance bonds, temp fencing, geo tech surveys, playground safety inspection, equipment offload, and testing services.
- Inspect equipment upon delivery. Color discrepancy must be reported at time of delivery. Installation constitutes acceptance of colors.
- Warranty does not cover labor for reinstallation.

## TERMS & CONDITIONS

- Purchase contract terms & conditions of sale: The client/customer's acceptance and understanding of these terms & conditions and all other supporting documentation provided as part of this package is evidenced by signing of this estimate/quote.
- Payment terms: Standard terms (on approved credit), unless otherwise noted are 50% with order and balance to ship equipment (no retention). Should any changes be required to the products after order is placed, modifications or changes will be at client/customers expense. Miracle Playsystems maintains a no return policy and asks all clients to determine feature, layout and color selection prior to ordering. Should any order be cancelled after production has started a 30% restocking fee will be charged to client. Credit card convenience fee is 3.5% which will be added to all credit card charges
- Lead times: Estimated lead times for the time the order is released into production until it is delivered will vary.
- **Lead times may currently be extended due to reasons such as supply chain issues, shipping delays, raw material shortages, and other COVID-19 related impacts.**
- Custom play feature lead times are determined on a case by case basis.

## CONSTRUCTION SERVICES (if applicable)

Unless otherwise noted, we exclude responsibility for material delivery & offloading equipment, removal & disposal of packaging accumulated by equipment packaging, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts or delay of other trades, removal of spoils from job site, locating underground: utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples, CPSI. Conditions: Grades; stable, compacted & workable with 95% compaction and less than 1% grade, adequate access to site for labor, materials, tools and equipment. Estimate good for 30 days from quote or Dec. 31 of current calendar year, whichever comes first. Terms: Upon completion.

## GENERAL TERMS

- THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN: Miracle Playsystems objects to any other terms proposed by client, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Client authorizes Miracle Playsystems to ship equipment and agrees to pay the total specified. Shipping terms are FOB the place of shipment via common carrier.
- Client and owner/operator agree to indemnify and hold Miracle Playsystems, harmless from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, resulting from any and all claims, liens, damages, actions, suits, judgments or settlements, injuries arising or alleged to arise out of their failure, or failure of architect, contractors, subcontractors, installers, employees, agents and assigns to assemble, install, inspect and/or maintain the play equipment and impact absorbing surfacing in full compliance with each manufacturers installation instructions and safety requirements and their misuse and/or alteration of the play equipment.

P18\_1369\_Jacobsen Park Playground Update

MIRACLE PLAYSYSTEMS, INC. — PO BOX 263, ALAMO, CA 94507 — (800) 879-7730 — (510) 893-2163 (FAX)

CSL: 981433 — DIR: 1000015853

Page 3 of 4

8/12/2024

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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





## ***POLICY FOR ENSURING EQUITABLE ACCESS TO INCLUSIVE PLAY ENVIRONMENTS IN PARKS AND PUBLIC SPACES***

### Overview

The City of Antioch is dedicated to providing equitable services and opportunities for people with disabilities or special needs and is committed to ensuring that all people with disabilities or special needs have equitable opportunity and access to Parks and Recreation Programs and Facilities.

The purpose of this policy is to outline an approach to ensure inclusive play environments are available to all members of the community regardless of their physical, cognitive or behavioral ability.

It is estimated that the spectrum of disabilities, including autism, learning disabilities, visual, hearing and mobility challenges, impact 8.5% to 14% of all children.

The City of Antioch recognizes that providing high-quality outdoor play experiences that foster active, independent play are critical for the developmental health, well-being and social engagement of all children. The City acknowledges that the American with Disabilities Act Assembly Guidelines only require the removal of physical barriers to access play environments and do not address equitable physical and social inclusion. This City policy captures the agency's intent to exceed basic requirements, develop new play facilities and renovate existing playgrounds that support inclusive play experiences.

### Inclusive Design

An inclusive play environment considers the needs of children of all abilities and their parents. The availability of shade and restroom facilities, in addition to accessible routes, sidewalks and parking areas to the play environment are key. Adequate space in terms of acreage allows for the ease of movement between play elements and places to comfortably retreat and observe activity. A fully inclusive playground provides identical or equitable access to all play elements regardless of ability.

For the purposes of inclusivity design, the Antioch Park system will include three categories. Tier 1 includes three Community Parks, which are destinations for the whole community and important locations to develop fully inclusive play environments.

Tier 2 parks are neighborhood parks designed to meet the needs of the local neighborhood and should also include convenient access to inclusive play elements. Tier



## City of Antioch

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### Polices & Procedures

2 parks have characteristics that support inclusivity such as level topography, restrooms, shaded seating areas, accessible on-site parking, and adequate area to accommodate space requirements of inclusive play features. Tier 2 parks will be targeted for additional accessible features as playgrounds are upgraded.

Tier 3 parks are neighborhood parks that lack Tier 1 and Tier 2 qualities and require improvements beyond the playground to achieve an inclusive design. However, inclusive elements should be incorporated into playground structures of Tier 3 parks as they are upgraded to ensure that all of Antioch's parks are inclusive. A list of each park and their current tier assignment is below:

#### Tier 1:

Antioch Community Park  
Prewett Community Park  
Antioch City Park

#### Tier 2:

Chichibu Park  
Country Manor Park  
Diablo West Park  
Gentrytown Park  
Hillcrest Park  
Marchetti Park  
Nelson Ranch Park  
Williamson Ranch Park

#### Tier 3:

Almondridge Park  
Canal Park  
Chaparal Park  
Contra Loma Estates Park  
Dallas Ranch Park  
Deerfield Park  
Eagles' Ridge Park  
Fairview Park  
Hansen Park  
Harbour Park  
Heidorn Park  
Jacobsen Park



## City of Antioch

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### Polices & Procedures

Knoll Park  
Markley Creek Park  
Meadowbrook Park  
Meadow Creek Park  
Mira Vista Park  
Mira Vista Hills Park  
Mountaire Park  
Prosserville Park  
Village East Park

#### General Policies

1. Conduct and regularly update, an inclusivity assessment of existing parks to inform prioritization of park renovation projects.
2. Develop fully inclusive playgrounds at each of the three Tier 1 Parks (Antioch Community Park, Antioch City Park, Prewett Community Park).
3. Explore opportunity to develop a 4th fully inclusive playground in Northwestern portion of City, to provide equitable distribution of facilities across 4 quadrants. A park currently classified as Tier 2 should be selected for this purpose.
4. Fully Inclusive (Tier 1) Guidelines:
  - a. Recognize that a fully inclusive playground is composed of elements that allow a fully inclusionary experience. Designs should allow people of all abilities to participate in ways that allow for independent experiences, but also foster interaction between participants. Designs should allow people of all abilities to have tactile and auditory sensory experiences, but also provide opportunities for quiet creativity. Fully inclusive playgrounds should include a walking path to offer a chance to scout the playground and be enclosed to provide comfort and safety.
  - b. Accommodate adults with disabilities who want to supervise or participate in play activities in the playground design.
  - c. Encourage social participation and cooperation in the playground design.
  - d. Include an enclosed play environment, associated seating and gathering spaces with controlled access points to facilitate supervision and reinforce safety.
  - e. Feature fully inclusive safety surfacing, such as pour-in-place rubber.
  - f. Usage of natural colors in playground equipment that are less likely to alarm children with autism than bright colors.
  - g. Offer equitable gross motor skills play experiences in the playground, including swinging, balancing, climbing, spinning, sliding and rocking.

## **City of Antioch**

---

### **Polices & Procedures**

- h. Solicit and integrate input from community groups/members with insights into the special needs community when a playground is developed or renovated.
- 5. As Tier 2 neighborhood playgrounds are renovated, all-inclusive play elements are incorporated into the overall playground design, additional site improvements are provided such as shaded seating amenities, access from sidewalks and parking areas, and access to restrooms, to create a comfortable inclusive environment for both parents and children.
- 6. As Tier 3 neighborhood playgrounds are renovated, all-inclusive play elements are incorporated into the overall playground design, access from sidewalks, and shaded seating amenities are added. Existing restroom facilities should also be upgraded as park renovations take place.

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of October 8, 2024

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

**SUBMITTED BY:** Scott Buenting, Acting Public Works Director/City Engineer **CZ FolsB**

**SUBJECT:** Third Amendment in the Amount of \$455,604 to the Consulting Services Agreement with CDM Smith, Inc. for Construction Management Services Related to the Brackish Water Desalination Project; P.W. 694

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving the third amendment to the Consulting Services Agreement with CDM Smith, Inc. for construction management services related to the Brackish Water Desalination Project in the amount of \$455,604 for a total contract amount of \$8,238,520 and extending the term of the agreement to June 30, 2025; and
2. Authorizing the City Manager to execute the third amendment to the Consulting Services Agreement in a form approved by the City Attorney.

**FISCAL IMPACT**

Approval of this resolution will increase CDM Smith, Inc.'s contract by \$455,604 for a total contract amount of \$8,238,520. The additional funding for this increase is allocated from the Fiscal Year 2024/25 Capital Improvement and Operating Budget out of the Water System Improvement Fund for the Brackish Water Desalination Project ("Project"), which has sufficient funds to cover this expenditure.

**DISCUSSION**

On June 9, 2020, the City Council approved the Consulting Services Agreement with CDM Smith, Inc. ("CDM") for construction management services for the Project in the amount of \$4,414,210.

On April 1, 2021, the City amended the scope of work to the agreement with no changes to the contract amount.

On November 15, 2022, the City Council approved the second amendment to the agreement with CDM to extend their construction management services to December 31, 2024, due to significant delays to the schedule and the acquisition of critical equipment.

Staff is recommending the City Council approve an amendment to the agreement to include continued construction management services, investigation and review of construction claims, and support during claims mediation activities as necessary. This amendment would increase the existing contract by \$455,604 for a total contract amount of \$8,238,520 and extend the term of the agreement to June 30, 2025.

**ATTACHMENTS**

A. Resolution



**ATTACHMENT "A"**

**RESOLUTION NO. 2024/xxx**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE THIRD AMENDMENT IN THE AMOUNT OF \$455,604 TO THE  
AGREEMENT WITH CDM SMITH, INC. FOR CONSTRUCTION MANAGEMENT  
SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE THIRD  
AMENDMENT TO THE AGREEMENT  
P.W. 694**

**WHEREAS**, on June 9, 2020, the City entered into a Consulting Services Agreement ("Agreement") with CDM Smith, Inc. ("CDM") for construction management services for the Brackish Water Desalination Project ("Project") in the amount of \$4,414,210;

**WHEREAS**, on April 1, 2021, the City amended the scope of work to the Agreement with no changes to the contract amount;

**WHEREAS**, on November 15, 2022, the City Council approved the second amendment to the Agreement with CDM for construction management services in the amount of \$3,370,000 for a total contract amount of \$7,782,916 and extended the term of the agreement to December 31, 2024; and

**WHEREAS**, the City Council has considered approving the third amendment to the Agreement to include continued construction management services, investigation and review of construction claims, and support during claims mediation activities as necessary, and increasing the existing contract by \$455,604 for a total Agreement amount of \$8,238,520 and extending the term of the Agreement to June 30, 2025.

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

1. Approves the third amendment to the Consulting Services Agreement with CDM Smith, Inc. for construction management services related to the Brackish Water Desalination Project in the amount of \$455,604 for a total contract amount of \$8,238,520 and extending the term of the agreement to June 30, 2025; and
2. Authorizes the City Manager to execute the third amendment to the Consulting Services Agreement in a form approved by the City Attorney.

\* \* \* \* \*

**RESOLUTION NO. 2024/xxx**

October 8, 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 8th day of October 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

## **ATTACHMENT "B"**

### **AMENDMENT NO. 3 TO AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE BRACKISH WATER DESALINATION PROJECT P.W. 694**

**THIS THIRD AMENDMENT TO THE AGREEMENT FOR BRACKISH WATER DESALINATION** is entered into this 31st day of December 2024, by and between the CITY OF ANTIOCH, a municipal corporation ("**City**") and CDM SMITH, INC., their address is 75 State Street, Boston, MA 02109 ("**Consultant**").

#### **RECITALS**

**WHEREAS**, on June 9, 2020, City and Consultant entered into an Agreement for Professional Consultant Services for the Brackish Water Desalination Project ("**Agreement**") in the amount of \$4,414,210.00;

**WHEREAS**, on April 1, 2021, City amended the scope of services for Consultant with no increased compensation;

**WHEREAS**, on November 15, 2022, City increased the compensation for Consultant in the amount of \$3,368,706 for a total contract amount of \$7,782,916 and extended the term of the agreement to December 31, 2024;

**WHEREAS**, the Consultant requires additional time and resources to complete the contracted scope of work for the Agreement due to unforeseen circumstances that delayed the deliverables, and City desires to extend the term of the Agreement to June 30, 2025, and increase the total compensation to \$8,238,520; and

**WHEREAS**, City Council has considered and approved such amendments.

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

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

"Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to provide to City the services described in the Scope of Work attached as Exhibit A to the Agreement, Exhibit A to Amendment No. 1, Exhibit A to Amendment No. 2, and Exhibit A to Amendment No. 3 and incorporated herein at the time and place and in the manner specified therein ("**Services**")."



2. Section 1.1 "Term of Services" shall be amended to read as follows:

"The term of this Agreement shall begin on the Effective Date and shall end on **June 30, 2025**, and Consultant shall complete the Services prior to that date described in Exhibit A to the Agreement, Exhibit A to Amendment No. 1, Exhibit A to Amendment No. 2, and Exhibit A to Amendment No. 3 unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect the City's right to terminate the Agreement under Section 8."

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

"City hereby agrees to pay Consultant a sum not to exceed **Eight Million Two Hundred Thirty-Eight Thousand Five Hundred Twenty Dollars (\$8,238,520)**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A to the Agreement, Exhibit A to Amendment No. 1, Exhibit A to Amendment No. 2, and Exhibit A to Amendment No. 3, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for Services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

CITY OF ANTIOCH:

CDM SMITH, INC.

By: \_\_\_\_\_  
Bessie Marie Scott, City Manager

By: \_\_\_\_\_  
Hala Z. Titus, Sr. Vice President

ATTEST:

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

APPROVED AS TO FORM:

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





2300 Clayton Road, Suite 950  
Concord, CA 94520  
Tel: 925 933-2900

## EXHIBIT "A"

August 20, 2024

Mr. Scott Buenting  
Mr. Joe Sbranti  
City of Antioch  
200 'H' Street  
Antioch, CA 94509-1005

Subject: Brackish Water Desalination Construction Management Services  
Exhibit A: Contract Amendment No. 4 for Extended Services

Dear Scott and Joe,

CDM Smith has prepared this contract amendment exhibit to extend the duration for providing construction management services because of the revised and extended project schedule proposed by the construction contractor. The scope of construction management services to be provided under this Amendment No. 4 will be as described in Tasks 2 through 7 in the current Agreement, including Amendment No. 1, Amendment No.2 and Amendment No.3 (authorization to use Task 8 Optional Services to support Tasks 2 through 7).

This exhibit describes the key assumptions used to estimate the level of effort for CDM Smith and its subconsultants. The estimate is broken down into estimated cost of construction management services (based on assumptions described below in Section 1); estimated cost for claims review/support (based on assumption described below in Section 2); and estimated cost for support during City's mediation with construction contractor (based on assumption described below in Section 3). The estimated total costs to provide all services listed above is \$455,604.

Based on CDM Smith's and its subconsultants current expenditure rate, we expect our currently approved upper limit of \$7,974,865 will be expended in early to mid-September.

For any questions regarding information presented in this memorandum, please contact CDM Smith Principal-in-charge Servando Molina (molinas@cdmsmith.com) or CDM Smith Project Manager Anusha Kashyap (kashyapav@cdmsmith.com).

### **Section 1. Continued Construction Management Services**

#### **Key Assumptions for Estimating Level of Effort**

The level of effort by CDM Smith and its subconsultants is driven by the assumed extended project construction duration and the associated staffing needs. These key assumptions include:

1. The project's construction schedule for substantial completion has extended/changed to December 15, 2024. Per the most recent draft mitigated schedule (See Exhibit 1 below), final



inspections and completion of punch list items is expected to occur after the Operational Test, currently scheduled to end by December 6, 2024.

## 2. Key Staffing Assumptions:

- a. The construction manager, Rudy Zelmer, will support the project half time with partial on-site presence in August, September, and October. During this time, Noel Cruz (CDM Smith's project engineer) and/or Ron Torres (lead inspector) will be on call for any issues that require site presence within an hour or two of notice. In November and December, it is estimated that Rudy will be engaged on the project up to 3 days per week under the continued construction management services task. Rudy's remaining time will be accounted for under Section 2 Claim review/support.
- b. The project engineers, Noel Cruz and one staff/office engineer will continue to assist Rudy on change orders and project closeout. It is assumed that the project engineer will be available up to 6 days per month in August, up to 3 days per month in September and October, and up to 2 days per month in November and December. It is assumed the office engineer will be available up to 2 days per month in August, September, and October.
- c. One staff/office engineer will remain part time (up to 1 day per month) on the project until the estimated final construction completion date (December 15, 2024) to continue supporting the development of meeting minutes for weekly construction and management meetings, monthly construction progress report, and project closeout activities.
- d. The lead inspector, Ron Torres, will remain part time (up to 5 days per month for August, September and October; and up to 2 days per month for November and December) on the project covering the remaining work and tracking punch list completions.
- e. The electrical and I&C inspector, Cesar Monterrosa, will work on the project full time until the end of August 2024; and up to 1 days per month through December 2024.
- f. Services from the Labor Compliance Monitoring subconsultant on Task 7 will continue until the revised estimated construction contract completion date (December 15, 2024).
- g. In addition to the key staff assumptions listed above, additional hours will also be incurred for regular project management activities such as invoicing and budgeting through December 2024.

## Section 2. Claims review/support

### Key Assumptions for Estimating Level of Effort

1. The level of effort by CDM Smith and its subconsultants is driven by claims review and support that CDM Smith is providing for construction contractor's claims against the City.





City of Antioch Brackish Water Desalination Construction Management Services (PW 694)

August 20, 2024

Page 3

To develop the level of effort estimate, CDM Smith has assumed City would require CDM Smith's continued support on the claims review/resolution efforts, and development of a construction manager time impact analysis for each of Shimmick's claims.

**2. Key Staffing Assumptions:**

- a. The construction manager, Rudy Zelmer, will continue to support claims reviews and development of time impact analysis half time through the end of December 2024. During this time as noted under Section 1, Rudy will be available on-site partially.
- b. The project engineers, Noel Cruz, will support claims reviews up to 3 days per month in August, September, and October; and up to 2 days per month in November and December.
- c. One project scheduler will be available up to 40 hours per month for August, September, and October to support completion of time impact analysis by CDM Smith's construction manager. In November and December, the scheduler will be available up to 16 hours per month.
- d. Since the claims review/support is scheduled to occur concurrent with the continued construction management services described in Section 1, no additional time for regular project management activities is assumed. However, if this schedule is revised and/or extended, additional hours for CDM Smith regular project management activities would be required. CDM Smith Project Manager, Anusha Kashyap, will track this schedule closely and inform the City if any variances are noted.

**Section 3. Support during mediation efforts between the City and construction contractor**

**Key Assumptions for Estimating Level of Effort**

1. To develop the level of effort estimate for this task, CDM Smith has assumed the claims review process will be completed by December 2024 and the City will enter into a formal mediation process with the construction contractor once the project is complete. It is assumed that CDM Smith and subconsultant would support the mediation process starting January 2025 through April 2025.
2. Key Staffing Assumptions:
  - a. The construction manager, Rudy Zelmer, will provide support to the City/City's attorneys, part time (up to 11 days per month) for the month of January, February, March, and April. It assumed that no on-site presence would be required during this time to provide this support task.



- b. The lead inspector, Ron Torres, will be available up to 2 days per month for the month of January, February, March, and April. It assumed that no on-site presence would be required during this time to provide this support task.
- c. One project scheduler will be available up to 3 days per month for the month of January, February, March, and April.
- d. In addition to the key staff assumptions listed above, additional hours will also be incurred for regular project management activities such as invoicing and budgeting through April 2024.

### Budget Table

Table 1 presents CDM Smith's budget status as of the August invoice:

TASK	BUDGET
Remaining Budget as of August 3, 2024 (Task 2 through 7)	\$146,699 <sup>1</sup>
<b>Additional Funding requested under Amendment 4</b>	
Continued Construction Management Services (Task 2,3,4,5 and 7 under current amended contract)	\$163,062 <sup>2</sup>
Claims review/support	\$139,524 <sup>3</sup>
Support during mediation	\$153,018 <sup>4</sup>
<b>TOTAL requested funding under Amendment 4</b>	<b>\$455,604</b>

Note 1: The remaining funding presented in this table is lower than the value reflected in CDM Smith's August invoice due to pending invoices from RMA and Silvera that are not reflected in the August invoice.

Note 2: As summarized under key assumptions for estimate level of effort in Section 1 above, CDM Smith assumes Task 6, Project Stabilization Agreement Services will no longer be required on this project.

Note 3: CDM Smith has been providing claims support services to City under Task 2. As requested by the Director of Public Works, hours associated with the claims support are reported in our





City of Antioch Brackish Water Desalination Construction Management Services (PW 694)

August 20, 2024

Page 5

monthly progress report but not tracked separately. CDM Smith can continue this approach or track the budget separate under a new Task 8.

Note 4: CDM Smith will track this budget separately under a new Task.





2300 Clayton Road, Suite 950

Concord, CA 94520

Tel: 925 933-2900

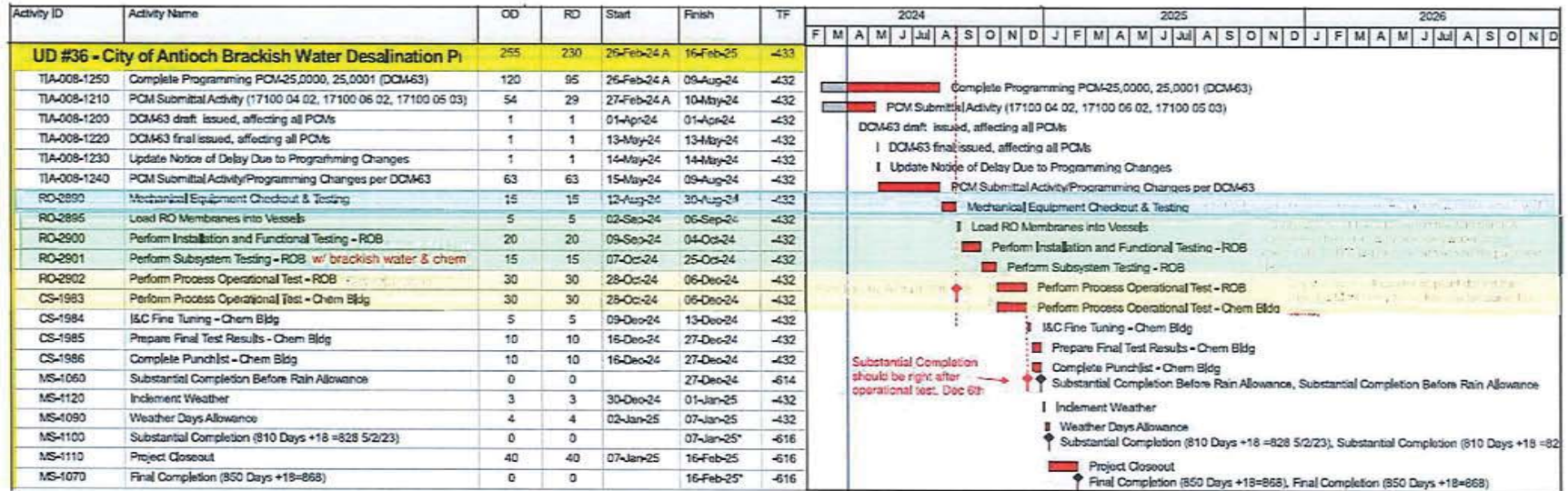


Exhibit 1: Draft Mitigated Schedule as of August 3, 2024





2300 Clayton Road, Suite 950

Concord, CA 94520

Tel: 925 933-2900



## ATTACHMENT "C"

### CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND CDM SMITH, INC. FOR THE BRACKISH WATER DESALINATION CONSTRUCTION MANAGEMENT SERVICES P.W. 694

THIS AGREEMENT ("Agreement") is made and entered into this 9<sup>th</sup> day of June, 2020 ("Effective Date"), by and between the City of Antioch, a municipal corporation with its principal place of business at 200 H Street, Antioch, CA 94509 ("City") and CDM Smith, Inc., a Massachusetts corporation with its principal place of business at 75 State Street, Boston, MA 02109 ("Consultant"). City and Consultant individually are sometimes referred to herein as "Party" and collectively as "Parties."

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2022, and Consultant shall complete the Services prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect the City's right to terminate the Agreement under Section 8.

1.2 Standard of Performance. Consultant represents that it is experienced in providing construction management services to public clients and is familiar with the plans and needs of City. Consultant shall perform all Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform Services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

**Section 2.** COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed Four Million Four Hundred Fourteen Thousand Two Hundred Ten Dollars (\$4,414,210.00), notwithstanding any contrary indications that may be contained in Consultant's proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for Services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.



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

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

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

2.2 **Payment Schedule.**

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

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

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

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

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

2.6 **Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.



**Section 3. FACILITIES AND EQUIPMENT.**

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

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

**Section 4. INSURANCE REQUIREMENTS.**

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

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



- 4.5.1 *Additional Insured Status.* The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
- 4.5.2 *Primary Coverage.* For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 4.5.3 *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- 4.5.4 *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- 4.5.5 *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- 4.5.6 *Claims made policies.* If any of the required policies provide claims-made coverage:
- 4.5.6.1 The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- 4.5.6.2 Insurance must be maintained and evidence of insurance must be provided for **at least five (5) years after the contract end date.**
- 4.5.6.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years after the contract end date.**
- 4.6. **Certificate of Insurance and Endorsements.** Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- 4.7. **Subcontractors.** Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for



subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

- 4.8. **Higher Limits.** If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- 4.9. **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.
- 4.10. **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:
- Obtain such insurance and deduct and retain the amount of the premiums for such Insurance from any sums due to Consultant under the Agreement;
  - Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
  - Terminate this Agreement.

## **Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES**

- 5.1. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the City ) and hold harmless City , and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of or resulting from the negligence, recklessness, or willful misconduct of Consultant , its officers, employees, agents, volunteers, subcontractors or sub-consultants, in the performance of this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.
- 5.2. Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.
- 5.3. In the event that Consultant or any employee, agent, sub-consultant or subcontractor of Consultant providing Services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, sub-consultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 5.4. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This



indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

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

**Section 6. STATUS OF CONSULTANT.**

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

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



recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Section 7.5 in any subcontract approved by the Contract Administrator or this Agreement.

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

## **Section 8. TERMINATION AND MODIFICATION.**

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

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

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

- 8.2 **Extension.** City may, in their sole and exclusive discretion, extend the end date of the term of this Agreement beyond that provided for in Section 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

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

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

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

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



- 8.6.1 Immediately terminate the Agreement;
- 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or
- 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.
- 9.2 **Confidentiality.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is generally known shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the Services under this Agreement in any publication without the prior written consent of the City.
- 9.3 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for Services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant.
- 9.4 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.
- 9.5 **Intellectual Property.** The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on



computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

**Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.2 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.3 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.4 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.5 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

- 10.7 Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.



- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by Scott Buenting ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 **Notices.** Any written notice to Consultant shall be sent to:
- Servando Molina, Vice President  
CDM Smith, Inc.  
2300 Clayton Road, Suite 950  
Concord, CA 94520
- Any written notice to City shall be sent to:
- Scott Buenting  
Capital Improvements  
City of Antioch  
P. O. Box 5007  
Antioch, CA 94531-5007
- Additionally:
- Attn: City Attorney  
City of Antioch  
P. O. Box 5007  
Antioch, CA 94531-5007
- 10.11 **Integration.** This Agreement, including all exhibits and attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

[Signatures on Following Page]

SIGNATURE PAGE TO  
CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF ANTIOCH AND CDM SMITH, INC.  
FOR THE BRACKISH WATER DESALINATION  
CONSTRUCTION MANAGEMENT SERVICES  
P.W. 694

CITY:

CITY OF ANTIOCH

  
Rowland E. Bernal, Jr., City Manager

Attest:

  
Arne Simonsen, MMC, City Clerk

Approved as to Form:

  
Thomas Lloyd Smith, City Attorney

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

CONSULTANT:

CDM SMITH, INC.

By: 

Name: HALA Z. TITUS

Title: Senior Vice President

By: 

Name: Servando Molina

Title: Vice President

## Exhibit A

### Scope of Work

#### Project Overview

The Brackish Water Desalination Project (Project) is being implemented to improve the City's water supply reliability and provide operational flexibility while reducing costs, especially during droughts and with future proposed changes in Delta water management. The Project will allow the City to use water from its river source year-round, even when the salinity is above levels normally treated at its existing conventional Water Treatment Plant (WTP).

The project consists of the following main components:

- New intake pump station and fish screen to replace existing river intake facilities consisting of three 8 mgd (million gallons per day) pumps (two duty, one standby), two intake pipelines and fish screens, and associated appurtenances.
- New raw water pipeline segment approximately 3,000 feet long and 30-inch diameter that connects the City's existing raw water pipeline directly from the River to the WTP.
- A desalination plant with a finished water capacity of 6 mgd and related facilities, including reverse osmosis (RO); post-treatment systems; chemical feed and storage facilities; brine conveyance facilities; and other associated non-process facilities. The existing WTP (Plant A) will provide pre-treatment of the raw water prior to RO treatment.
- A new pipeline approximately 4.3 miles long that conveys brine from the desalination facility to the existing outfall of the Delta Diablo (DD) Wastewater Treatment Plant (WWTP).

The engineer's construction cost estimate for the Brackish Water Desalination Project is \$58,000,000.

CDM Smith's scope of work consists of the following tasks:

- Task 1 – Constructability Review
- Task 2 – Construction Management Services
- Task 3 – Field Engineer Services
- Task 4 – Construction Inspection Services
- Task 5 – Project Administration Services
- Task 6 – Project Stabilization Agreement Services



## General Assumptions

- CDM Smith will report to the City's Project Manager, Scott Buenting.
- The Project is being designed and constructed as a single project.
- CDM Smith's services and budget are based on a total project construction duration of 24 months, with construction starting in October 2020 and ending in October 2022.
- The City intends to setup formal partnering sessions between executives of the project delivery teams (the City, CDM Smith, Carollo Engineers (Carollo) - Design Engineer, and General Contractor to be selected). The partnering sessions will be facilitated by the City; however, a third-party facilitator will be engaged, if the need arises. Costs for a third-party facilitator, if engaged, will be covered by the City.
- CDM Smith will coordinate with the Design Engineer who will provide the following services to the City during construction:
  1. Attend Project Meetings
  2. Shop Drawing Review
  3. Review of Vendor Tests, Certifications, Reports
  4. Respond to Requests for Information
  5. Change Order Assistance (Design Modifications)
  6. On Site Design Staff
  7. Final Record Drawings
  8. Factory Inspection
  9. Project Closeout Meetings
  10. O&M Manuals and Training
  11. Start-Up Assistance
  12. Project Funding Oversight
- The selected Construction Contractor (Contractor) will provide a field trailer for up to 6 CDM Smith staff members. The trailer will be equipped with office furniture (desks and chairs), air conditioning, a small kitchenette, high speed internet, a color printer capable of printing and scanning 11"x17" sheets, filing cabinets, shelves, a restroom, and potable water. CDM Smith will supply computer/laptops for its staff. Monthly utility (e.g., electrical, internet, garbage, water) costs for CDM Smith's trailer will be paid by either the City or the Contractor.
- Either the Contractor's trailer or the CDM Smith trailer will be equipped with a large conference table and chairs for holding the weekly construction meetings.
- Geological or geotechnical services during construction are not included in this scope of work. We assume that the Design Engineer will provide those.
- CDM Smith will not supervise, direct or have control over the Construction Contractor's work nor will CDM Smith have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of



Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, CDM Smith neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

## **Task 1 – Constructability Review**

### **Objective:**

To perform a review of the construction bid documents for bid-ability, constructability, and identification of changes to mitigate potential conflicts or change orders during construction.

### **Approach:**

CDM Smith will complete the constructability review on the 90 percent design documents being prepared by Carollo. The constructability review will include:

- Review of the contract documents for clarity, consistency, completeness, and the ease of construction to facilitate the achievement of overall project objectives.
- Review the contract documents to identify interfaces and potential interfaces between adjacent contracts/facilities.
- Review the contract documents for any observed omissions, inconsistencies, etc. among the contract requirements.
- Review the contract documents for vagueness and ambiguities to minimize change orders.
- Review specific schedule requirements, including sequence of construction, permitting work windows, phasing/phase transitions, milestones, funding requirements, and overall project duration, including impact of equipment lead times and storage requirements to help verify coordination and prevent interruptions to existing operations.
- Review of the Engineer's opinion of probable construction cost for completeness, accuracy, and considering market conditions.
- If applicable, make recommendations for the use of more cost-effective alternative materials or design concepts.

Constructability Review considerations will include:

- Plant shutdowns, tie-ins, and interim operations (piping, PG&E, other).
- Construction phasing and coordination with General Contractor and Pacific Gas and Electric (PG&E).
- Commissioning, start-up, testing, and training activities.
- Adequacy of the operational training requirements and durations.
- O&M manual development and documentation.

- Environmental Mitigation and Monitoring Plan requirements.
- Geotechnical requirements.
- Availability of materials/equipment.
- Coordination and documentation of pre-negotiated equipment and services.

Activities by CDM Smith to complete this task include:

- Up to 5 CDM Smith team members will make a one-day (8-hour) site visit to the City's river intake site, WTP, and pipeline route to facilitate understanding of existing conditions as part of the constructability review.
- Within 1 week of the site visit, complete constructability review and prepare a report listing the review comments to be presented and discussed in a workshop with the City and Design Engineer.
- Approximately 1 week after submitting the report, facilitate and attend a workshop that will last up to two (2) consecutive 8-hour days to present the findings from the review phase. Up to 4 CDM Smith team members will attend the workshop in person. In addition, up to 3 other CDM Smith team members will call into the workshop for durations of 2-4 hours each to discuss the comments from their specific review.
- CDM Smith will incorporate the comments, recommendations, and decisions made during the workshop into the final meeting notes for the City.

#### **Assumptions:**

- Only one version of the constructability review report will be prepared (i.e., no draft and final version).
- The workshop notes will serve to document final recommendations and decisions.
- The constructability review report will consist of lists of comments and recommendations, direct markups on drawings (in Bluebeam format) and suggested edits or comments to specifications (in Word format, Track Changes mode) and will not include exhaustive narrative.

#### **Deliverables:**

- Report listing the constructability review comments to be presented and discussed at workshop.
- Agenda for constructability review workshop in Microsoft Word format
- Notes for constructability review workshop in Microsoft Word format. These will include any comments, recommendations and decisions made at the workshop.



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## Task 2 - Construction Management Services

### Objective:

To provide coordination, oversight and administration of the construction contract and management of the CDM Smith team. CDM Smith's Construction Manager (CM) CM will report to the City Project Manager, Scott Buenting.

### Approach:

The activities under this task will be led by CDM Smith's construction manager (CM), and include:

#### 2.1 Project Coordination Services

- 2.1.1 Maintain ongoing interaction and communication with the City's Project Manager, the General Contractor, and Design Engineer.
- 2.1.2 Prepare a Construction Management Plan (CMP), which will include the following items:
  - 2.1.2.1 Organizational Structure: Provide the project's organization, individual assignments, duties and responsibilities, phone numbers, lines of authority, and methods for interfacing with the City, General Contractors and Design Engineer.
  - 2.1.2.2 Project Control System: CDM Smith and the Contractor will use e-Builder as the document management program. The most recent update of Bluebeam Revu will be used as the PDF program for this project. The Contractor shall keep an updated handwritten as-built set and a Bluebeam copy of the as-built set.
  - 2.1.2.3 Meeting and Occurrence Procedures: Establish schedules, notices, agendas, meetings, reporting procedures, documentation requirements, and acceptance processes in a timely manner.
  - 2.1.2.4 Quality Control and Quality Assurance: Establish procedures, laboratory testing, coordination checks and construction inspections activities. Provide separate sections for each facility.
  - 2.1.2.5 Project Risk Assessment: Prepare a risk register and narrative of potential risks for the Project.
  - 2.1.2.6 Contract Compliance Procedures: Describe procedures for expediting and processing submittal reviews, clarifications, change orders, environmental monitoring/compliance, grant/loan requirements, and contract close out activities.
  - 2.1.2.7 CM Safety Approach: Describe the project safety approach to be utilized by CDM Smith staff. The responsibility of the on-site project safety will be the General Contractor; however, CDM Smith will

review and oversee the General Contractor's safety procedures throughout the duration of the project. This will include involving inspectors to verify safety procedures are followed on all activities.

2.1.2.8 Distribute a draft of the Construction Management Plan (CMP) to the City within 60 days from the issuance of the Professional Services Agreement for review and approval by the City.

2.1.2.9 CDM Smith will incorporate the City's comments and revise the CMP within 10 days from receipt of comments.

2.1.3 Prepare a monthly narrative written report to the City on the progress of CDM Smith's work and significant changes in scope of work, cost, or schedule.

2.1.4 Review, analyze and comment on the general contractor's initial critical path method (CPM) schedule along with all the monthly updates submitted by the general contractor. Closely monitor the general contractor's activities and make sure that the field activities and the duration of those activities match the information presented in the CPM schedule. Any deviations should be incorporated into the general contractor's subsequent monthly update.

2.1.5 Establish a cost control system for monitoring and updating the status of the project costs and budget throughout the project. The cost control system will be computerized and will integrate cost and schedule. Report on a regular basis the status of the project cost and budget. The CM will coordinate with the City on any variances of the actual cost and budget.

2.1.6 Prepare scopes of work for all materials and soils testing laboratory work, specialty factory inspection, and survey services if requested. CDM Smith will hire directly any material and soil testing laboratory, specialty factory and specialty field inspection (i.e., welding, polishing, roofing, structural steel) services. The CM will assist in coordinating their schedules and the transmittal of their reports, findings or other information to the various project stakeholders.

2.1.7 Establish and maintain information systems compatible with the City's standard system requirements as mutually agreed at start of Project.

2.1.8 Provide monthly invoices, in a form acceptable to the City that identifies each individual's actual hours on the project. Provide supporting invoices for direct and subcontracted costs. All invoiced costs will indicate the associated project name and the City project number.

2.1.9 Provide all project correspondence (Submittals, RFIs, Meeting Notes, Schedules, etc.) as searchable pdf files or raw Word docs on an external hard drive at the end of the contract.

## 2.2 Pre-construction Services

2.2.1 Attend pre-bid meeting and assist the City in receiving and evaluating bids,



prepare a summary form to use in the bid evaluation to verify that bidders submit all required documentation specified in the bid documents, and provide support in recommending award.

- 2.2.2 Schedule, notify appropriate parties, and conduct the Pre-construction Conference with the project contractor. The meeting will cover the overall project objectives, responsibilities of key personnel and agencies, schedule, schedule of values (bid breakdown), procedures for handling submittals, correspondence, local agency permit requirements, requests for clarification, progress payments, change orders and other pertinent topics. Provide opportunities to have the Contractor's questions answered. The meeting will emphasize the project's philosophy of teamwork and cooperation as goals to achieve a safely constructed project, built on schedule, and in accordance with all quality requirements. The CM will be responsible for preparing meeting minutes.

## 2.3 Operation and Maintenance Manuals and Warranty Expiration

- 2.3.1 Coordinate the assimilation of operation and maintenance manuals as provided by the Design Engineer and the Contractor. Verify that the number and content of the manuals are complete and accurately reflects the work installed. Organize three copies of the material into presentation binders and one electronic copy on an external hard drive in a form acceptable to the City's Operations and Maintenance Department. Each operation and maintenance manual will include, but not be limited to:
  - 2.3.1.1 Catalog cuts on equipment, factory test reports, recommended list of spare parts, maintenance schedules, list of suppliers and phone numbers, electrical wiring diagrams and programming ladder logic printouts.
  - 2.3.1.2 A list of special equipment requirements and precautions.
- 2.3.2 Prepare a Warranty Expiration spreadsheet for the project. This spreadsheet should contain major equipment items and be broken down into specific process areas and include a Product Name, Manufacturer, Serial Number, Warranty Period and Warranty Expiration Date for each piece of equipment. Provide the spreadsheet data on an external hard drive format.

## 2.4 Operation and Maintenance Items

- 2.4.1 Shutdown Tie-In Coordination: Oversee and participate in Shutdowns and Tie-in coordination with the Contractor and the City Operations to facilitate the transitions between Contractor scope of work and the City plant operations. The Contractor will be required to submit a complete and approved Shutdown Tie-in (SDTI) form two weeks in advance of any shutdown work. Initial preparations of the SDTI forms should be commenced well in advance of the two-week time frame.
- 2.4.2 Assist in coordinating shutdowns at Delta Diablo WWTP for installation of

brine disposal facilities.

- 2.4.3 **Asset Management Coordination:** Oversee the development of the asset management equipment upload spreadsheet to be prepared by the Contractor. The spreadsheet will be used by the Contractor to populate and will provide the necessary information to the City. The spreadsheet should be continuously updated throughout the construction phase.
- 2.4.4 **Lock Out Tag Out Documentation:** Develop the Lock Out Tag Out (LOTO) documentation for all the process equipment. This task will be done in coordination and with input from the City Operations and Maintenance staff.
- 2.4.5 **Job Hazard Analysis:** Develop Job Hazard Analysis populated forms for typical activities to be performed by Operations and Maintenance during shutdowns, equipment rehabilitation or replacement, etc. for all unit processes.

**Assumptions:**

- The document management system will be by e-Builder.
- The budget includes an allowance for up to 15 software licenses from e-Builder. Additional licenses can be provided as an optional additional service.

**Deliverables:**

- As stated within the activities listed in this Task.

## Task 3 – Field Engineer Services

**Objective:**

To provide field engineering services for the completion of the activities within this task.

**Approach:**

The Field Engineering services will include the following activities:

- 3.1 Document Control. Document all relevant project communications and promptly distribute to the City and applicable parties. All original project documents and final project reports will be furnished to the City 60 calendar days following filing of the Notice of Completion. These documents and reports will also be furnished in electronic format.
- 3.2 Project Correspondence. Maintain field memoranda, transmittals, updated schedules, logs of shop drawings and other submittals, logs of requests for information, change orders, progress payment requests, progress meeting reports, daily inspection reports, environmental monitoring and training documentation, and all other project correspondence.
- 3.3 Construction Progress Reports. A monthly progress report (five copies) will be prepared and submitted to the City and will include the following elements:
  - 3.3.1 A summary of the prior month's main accomplishments and current



construction activities.

- 3.3.2 Overall contractor's conformance to contract schedule and quality requirements.
- 3.3.3 Identification of key problems, action items and issues along with recommendation for solutions, and final resolution of problems identified.
- 3.3.4 Summary of progress payments, change orders, disputes, submittals, RFI's and notices of noncompliance.
- 3.3.5 Photographs of representative project activities.
- 3.3.6 Assist the City in preparing Annual Progress reports for DWR grant compliance.
- 3.4 Construction Progress Meetings. Schedule and lead weekly construction progress meetings with the Contractor, Design Engineer and the City. Provide meeting agendas and discuss the schedule, near-term activities, submittals, RFIs, change orders and any problems that need resolution. Prepare meeting notes with identified action items. Prepare and distribute the meeting notes, including sign in sheets, to the attendees within two working days and include the notes in the monthly progress reports.
- 3.5 Interpret Plans and Specifications
  - 3.5.1 Inspect construction activities to verify that the work is in accordance with the contract documents.
  - 3.5.2 Receive and create a log for all Contractor RFIs and submittals. CDM Smith will review submittals related to specification Divisions 0 and 1 that are not within the scope of the Design Engineer to review. All other submittals will be reviewed by the Design Engineer.

RFIs addressed to the City or seeking information that can be more effectively provided by CDM Smith will be reviewed and responded to by CDM Smith after getting input from the City. All other RFIs will be reviewed and responded to by the Design Engineer.

CDM Smith will immediately transmit submittals and RFIs under the responsibility of the Design Engineer for their review and response. CDM Smith will then monitor the Design Engineer review time to verify it does not exceed the contractual time limits, and then after receiving a response from the Design Engineer immediately transmit the information to the Contractor.
  - 3.5.3 Lead resolution of day-to-day construction issues raised. Coordinate with Inspectors, Design Engineer, Contractor and the City as required to reach resolution.
  - 3.5.4 Obtain and maintain key specification referenced standards including: local and regional specifications, codes, standards, publications, regulations, applicable permitting criteria from local, state, and federal agencies, standard drawings and specifications of the local agencies, and related documents as referenced in the contract documents and as required to perform the work. Make such



documents available for review by the Contractor, the City and other interested parties.

3.6 Contractor's Change Orders and Disputes

- 3.6.1 Identify, prepare, log and monitor all contract potential change orders, extra work, change orders and disputes.
- 3.6.2 Resolve scope of extra work and changes to the contract with the Contractor and obtain the City approval.
- 3.6.3 Prepare written justification, schedule impact and cost estimates for each change order and negotiate costs with the Contractor. Justification will include: a statement of the extra work or change; detailed description of the extra work or change; background leading to the issue; resolution alternatives and resolution recommendation for action by the City. Submit change orders to the City for approval within seven days of the finalization of negotiations.
- 3.6.4 Assist and support the City in analyzing, responding to, negotiating, and resolving any disputes. CDM Smith will report all verbal and written disputes immediately to the City's Project Manager and coordinate all disputes with him as well.

3.7 Inspection Reports. Review daily inspection reports for completeness in documenting the Contractor's work and for potential change order items or deviations from the contract documents.

3.8 Payment Requests. Review contractor's monthly payment request with the project inspectors.

3.9 Special Testing. Coordinate and schedule special testing and inspections such as: materials, soils, welding, factory witness, and coatings.

3.10 Record Drawings. Coordinate tracking of record drawings. Review the contractor's record drawings with inspectors on a weekly basis. Confirm that the Contractor's record drawings identify RFIs, shop drawing revisions, change order modifications, etc. and are updated weekly. Submit record drawings to Design Engineer at 25, 50, 75 and 100 percent completion. Provide electronic files upon contract completion.

3.11 Schedules: Conduct a review of the Contractor's baseline and monthly CPM schedules. Review Contractor's two week "look ahead" schedules and coordinate inspection staffing needs.

3.12 Submittals: Review all non-technical and some technical submittals if directed by the City. The level of effort for the review of submittals will be determined prior to each task assignment.

3.13 RFIs Reviews: Discuss responses to RFIs and submittals with the Design Engineer as required.

3.14 RFIs Responses: Coordinate RFIs and submittal responses with appropriate inspection staff.



- 3.15 Daily Construction Photos: Electronically photo-document ongoing construction daily. Prepare written description for each digital photo and provide documentation. Save all daily photos electronically in a photographic database with all photos identified by a detailed and descriptive file name. This database will be turned over to the City at the completion of the construction contracts.
- 3.16 Inspection Reports: Review and approve inspector's daily reports for format and content prior to submitting to the document management system.
- 3.17 Project Closeout
- 3.17.1 Prepare detailed project punch lists at substantial completion of the project. Coordinate the correction of deficiencies and schedule, coordinate and conduct a final walk-through prior to the acceptance of work with the Design Engineer, the City's Operations and Maintenance Department and other staff as directed by the City's Project Manager.
  - 3.17.2 Check and submit final payment requests by the Contractors following filing of Notice of Completion.
  - 3.17.3 Review and certify that the Contractor's project record drawings are complete and accurate.
  - 3.17.4 Compile and submit operation and maintenance manuals, instruction manuals, parts lists, spare parts, and warranties for equipment procured as required by the contract documents.
  - 3.17.5 Coordinate operator training for use of any specialty equipment.
  - 3.17.6 Prepare a final executive summary report which provides a complete overview of the contract, Contractor's performance, accomplishments, a comparison of preliminary and final project costs, cash flows, schedules, and recommendations for alleviating design, construction management, and construction problems experienced on the project, 60 calendar days following the filing of the Notice of Completion.
  - 3.17.7 Furnish all original project documents and final project reports to the City within 60 calendar days following filing of the Notice of Completion. Provide the City support for processing final paperwork following Notice of Completion. Project documents will be delivered to the City in form and fashion acceptable to the City. Deliver the original project documents to the City Project Manager in storage boxes with all documents labeled in accordance with the project filing system and in standard file folders. Files are to be placed in boxes by sequential file number. Prepare a sheet for each box listing the contents. Deliver the electronic files and documents created during the project labeled with the project name.
- 3.18 Project Start-up. Provide the level of effort to inspect and monitor the Contractor's work for all individual systems commissioning and start-up as well as overall plant start-up.

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**Assumptions:**

- An allowance of 80 hours is included in the budget for this task for providing support from a commissioning specialist during startup and testing activities. If additional support is needed, it can be provided as an optional additional service.

**Deliverables:**

- As stated within the activities listed in this Task.

## Task 4 – Construction Inspection Services

**Objective:**

To provide inspection to verify that the Contractor's work complies with the construction contract documents.

**Approach:**

The construction inspection services will include the following activities:

- 4.1 Construction Inspection - Provide full time inspection by qualified inspectors to verify that the Contractor's work is in compliance with the contract documents. Inspectors will be knowledgeable in the area assigned. For example; inspectors with appropriate expertise will provide piping, electrical, instrumentation, controls and treatment plant inspection. Special inspection will also be provided by the CDM Smith. Prepare daily reports of the construction activities including weather conditions, Contractor's equipment and labor, work performed, materials used, site visitors, note delays in work and reasons for the delays, and deficiencies. Prepare daily reports of deviations and non-conformance to specifications and provide a timely response. Perform technical inspection at the jobsite or off-site of materials and workmanship in accordance with the Contract Documents. The inspectors will not authorize extra work or approve of work that deviates from the contract documents.

CDM Smith will also provide all the required soils testing, material testing, and special testing throughout the duration of the Project. All testing reports deliverables will be submitted to the City in a timely fashion as to not delay the work of the Contractor at any time.

The CDM Smith's construction inspectors will be paid in conformance with SWRCB, DWR, and Project Stability Agreement requirements.

**Assumptions:**

- The budget allocated assumes two (2) full time lead inspectors: one for the treatment facilities and another for the pipelines.
- An allowance of \$50,000 is included in the budget for specialty inspection since the specific specialty inspection requirements are not yet available at the time of preparing this scope



of work and budget. Additional specialty inspection beyond this allowance can be provided as an optional additional service.

- An allowance of \$50,000 is included in the budget for materials testing since the specific testing requirements are not yet available at the time of preparing this scope of work and budget. Additional materials testing beyond this allowance will be provided can be as an optional additional service.

**Deliverables:**

- As stated within the activities listed in this Task.

## Task 5 – Project Administration Services

**Objective:**

To provide administrative services to support the overall construction management of the Project.

**Approach:**

The project administration services will include the following activities:

- 5.1 Project Administration - The project administration assistant will perform clerical support functions, including composing documents, project documentation/filing, printing and reviewing reports, overseeing the administrative portion of State funding requirements, processing invoices; maintaining databases, and preparing meeting agendas, detailed meeting minutes, action logs, etc. Also, assists in the change order process, invoice tracking, meeting agendas, and recommends solutions in coordination with the CM.

5.2 Meetings

CDM Smith will lead the meetings described below. Throughout all phases of the projects, the Contractor will be responsible for providing meeting agendas, maintaining sign-in sheets, preparing meeting handouts, taking notes, and preparing draft/final meeting minutes. CDM Smith will also take notes to verify comprehensive meeting minutes are captured.

*Kickoff Meeting* - Prior to the initiating work on the Project, CDM Smith will review necessary documents and will attend an informal meeting to receive the City's input. It is anticipated that the CDM Smith's core project team including the CM, Field Engineer, and Principal-in-Charge will be in attendance. The City's Project Manager will provide a presentation on the scope and schedule of the Project followed by a discussion between the City's core project team and CDM Smith. CDM Smith's PM and Field Engineer will also attend separate kickoff meetings with the State Water Resources Control Board (SWRCB) and the Department of Water Resources (DWR) staff at the project site.

*Weekly Meetings* - A weekly meeting will be conducted between the City and CDM Smith's construction manager to review the status of action items and deliverables of

the Contractor prior to the Project construction weekly progress meeting. The meeting will be conducted in person and is anticipated to have a scheduled duration of one hour. CDM Smith will also attend the weekly Project construction progress meeting conducted by the Contractor. The weekly Project construction progress meeting is anticipated to have a scheduled duration of two hours.

*Partnering Meetings* – CDM Smith will participate in formal partnering to promote cooperation by attending quarterly two-hour meetings designed to bring the project stakeholders (the City, CDM Smith, Design Engineer, and General Contractor) together at the executive level. These meeting will focus on the project status, any project goals, resolving any disputes, and promoting cooperation.

*CDM Smith Meetings* – It is anticipated the CDM Smith will schedule meetings on an as needed basis with the City Project Manager for the purpose of obtaining information to complete tasks assigned by the City's Project Manager. CDM Smith may also be requested to attend meetings with SWRCB and DWR staff.

### 5.3 Grants and Loans

The City is in the process of applying for Drinking Water State Revolving Fund loans and has received a Prop 1 DWR Desalination Grant. The City will be responsible for the preparation, application fees, and processing of any required documentation. CDM Smith will be required to comply with all applicable Federal and State requirements associated with any grants or loans obtained from these sources.

### 5.4 Delineation of Responsibilities

The attached Table 1 (11"x17" table) summarizes responsibilities of the City, CM, Design Engineer, and Contractor related to grants and loan reporting requirements.

#### **Assumptions:**

- Partnering meetings will be held at the City's facilities and will be facilitated by the City or by a third-party facilitator.

#### **Deliverables:**

As stated within the activities listed in this Task.

## **Task 6 – Project Stabilization Agreement Support Services**

#### **Objective:**

To provide the Coordinator services as outlined in the Project Stabilization Agreement (PSA) signed by the City and the Contra Costa County Building & Construction Trades Council and its Affiliated Local Unions dated March 6, 2019.

#### **Approach:**

CDM Smith and its subconsultant Michael Vlaming of the law firm Vlaming & Associates, a specialist in PSAs, will serve as the City's Coordinator to administer the PSA. As required by



article 2.6 of the PSA, CDM Smith or its subconsultant will not have authority, either expressed, implied, actual, apparent or ostensible, to speak for or bind the City.

The Coordinator Activities in the administration of the PSA as written in the PSA include:

- 6.1 Facilitate a Pre-job Conference/Mark Up Meeting between the Contractor and its subcontractors (collectively referred to as Contractors in the PSA) and union representatives as required by Article 8 of the PSA. Other City representatives may attend at their option. CDM Smith will facilitate any additional Pre-Job Conference and/or Mark-Up meetings upon request of any Union(s) or Contractors as allowed under Article 8.3 of the PSA.
- 6.2 Facilitate the monthly joint Labor/Management meetings required under Article 9 of the PSA, which will include the Contractor and signatory Unions. The objective of these meeting is to promote harmonious labor/management relations, adequate communication, and advance the proficiency and efficiency of the craftspersons and the Contractors and subcontractors on the Project. Other City representatives may attend at their option.
- 6.3 Facilitate site visits by representatives of the Unions during working hours as requested.
- 6.4 Verify that Contractor submits certified payroll records as required by the contract specifications.
- 6.5 Participate in Disputes Resolution meetings between Contractor and Unions, if requested by the City, and as allowed by the PSA. Note that the PSA includes detailed procedures for resolving grievances and disputes between the Contractors and the Unions, including arbitration procedures and named arbitrators. Accordingly, the City, CDM Smith and its subconsultant will not be involved in any arbitration proceedings.

**Assumptions:**

- Only one Pre-Job Conference/Mark Up Meeting will be required.
- CDM Smith's subconsultant and either CDM Smith's Construction Manager or Field Engineer will attend the 3-hour Pre-Job Conference/Mark Up Meeting.
- Up to 24 monthly 2-hour joint Labor/Management meetings will be held.
- CDM Smith's subconsultant and either CDM Smith's Construction Manager or Field Engineering will attend the monthly joint Labor/Management meetings.
- We have allocated budget for CDM Smith's subconsultant and for one CDM Smith staff member to attend up to 3 grievances/dispute resolution meetings.
- The location of all these meetings will be within Contra Costa County, likely at one of the Union Halls.



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- If participation by CDM Smith and/or its subconsultant is required in additional meetings beyond those listed above, it can be provided as an optional additional service.

**Deliverables:**

- Meeting agendas and meeting notes.

## **Fees**

The project will be billed on a time and materials basis with a not-to-exceed upper limit. Exhibit B presents the estimated level of effort and budget for the project.

Table 1 – Responsibility matrix for grants and loan reporting requirements.

SRF and DWR Grant Reporting Requirements					
			Task Lead		
Federal or State Reporting Requirement/Action	Frequency	Notes	City/ Design Engineer	CM	Contractor
During Bid Phase					
Davis Bacon Compliance and Prevailing Wage Inclusion in Bid Documents	Bid documents	Inclusion of both Prevailing Wage and Davis Bacon Compliance Requirements in Bid Documents	X		
	10 days prior to bid opening	City to issue via Addendum most recent Davis Bacon Wages to all Bidders			
Documents and Forms to be Submitted with Contractor Bid Documents					
Active Registration with Department of Industrial Relations	At time of bid submittal and for project duration				X
DBE Good Faith Effort Documentation	During bid period and prior to bid opening	Contractor to perform delineated Good Faith Efforts in solicitation of DBE's permit contract documents.			X
DBE Good Faith Effort Documentation	As Needed to Report Issues At time of bid submittal At time of bid submittal Within 10 days of bid	Bidders must submit: <ul style="list-style-type: none"><li>• DBE Sub-Contractor Participation Form (SWRCB Form 4500-2)</li><li>• DBE Sub-Contractor Performance Form (SWRCB Form 4500-3 )</li><li>• DBE Subcontractor Utilization Form (SWRCB Form 4500-4)</li><li>• DBE GFE Supporting Documentation</li></ul>			X
DBE Good Faith Effort Documentation	At time of Bid Evaluation prior to Award	Review documentation and confirm that bidders have complied with DBE requirements and conducted Good Faith Effort.		X	
Itemized Construction Cost Breakdown; Construction and Payment Schedules	Within 10 days after effective date of contract	<ul style="list-style-type: none"><li>• Schedule of Values or itemized construction cost breakdown (including quantities and prices of items total project cost)</li><li>• Construction Progress Schedule</li><li>• Payment Schedule</li></ul>			X
Debarment and Suspension Certification	At time of bid submittal	Certification of Debarment, Suspension, Ineligibility and Voluntary Exclusion or an explanation if it can't certify			X
Federal Labor Standards Provision*	At time of bid submittal	Division 0 specs have document requiring contractor to acknowledge requirement to comply with Federal Labor Standards			X
American Iron and Steel*	At time of bid submittal	Division 0 specs have document requiring contractor to acknowledge requirement to comply with AIS			X
DBE Requirements*	At time of bid submittal	Division 0 specs have document requiring contractor to acknowledge requirement to comply with DBE			X

SRF and DWR Grant Reporting Requirements					
Federal or State Reporting Requirement/Action	Frequency	Notes	Task Lead  City/ Design Engineer	CM	Contractor
Prior to or at Start of Construction – to Secure Final Agreement					
Final Budget Approval Package	Within 10 days of Project Award	<p>Carollo to work with City/Program Manager to develop package – needs to be submitted for Final Agreement.</p> <p><b>Attachments:</b></p> <ul style="list-style-type: none"> <li>Copies of Bid Protest and Resolution Documentation</li> <li>As advertised Plans and Specs (PE stamped) and all Addenda or RFPs</li> <li>Proof of Davis Bacon Wage rate determinations inserted into RFP used in bidding</li> <li>Final Appropriate WDR (if applicable)</li> <li>Tabulation of All bids or proposals received</li> <li>Copy of Bids or Proposals Selected and Purchase Orders Issued (if apparent low bid was rejected an explanation of rejection)</li> <li>Evidence of Advertising</li> <li>All DBE documentation noted above including Copy of Bidders List with following (entity name, address, project description on which entity bid, amount of bid and status as DBE)</li> <li>Copy of Notice to Proceed</li> <li>Copy of Signed Construction Contract with Final Davis Bacon Wage Determinations</li> <li>Value Engineering Study with Recommendation (if applicable)</li> <li>Any pending Financial Agreement Conditions</li> <li>If applicable – submit land appraisals (if using SRF for land purchase – SWRCB will be listed as first lienholder)</li> </ul>	X	CM to Support Design Engineer with Package Assembly	
During Construction					
SRF Project Kickoff Meeting	Start of Project – set by SRF PM	Meeting led by SWRCB at Construction site. Attendance by City, Construction Manager, Contractor, AIS, and Labor Compliance person.	X	X	X
SRF Initial Construction Inspection	Set by SRF Project Manager	SRF and City to coordinate date after start of construction (attendance with the City/Contractor/Construction Manager at min).	X		
AIS Documentation/ Waiver Application	On-going for duration of project	Contractor to maintain on site binder with hard copy documentation for all AIS applicable materials.			X
Labor Compliance Monitoring/Reporting	On-going for duration of project	Construction Manager to monitor/report on contractor compliance with requirements. Maintain on site binder with all hard copy documentation and make available to State and Federal staff as requested. If non-compliance, CM to flag and work with City on resolution.		X	
Environmental Monitoring/Compliance & SWRCB Reporting	On-going for duration of project	Trainings, MMRPs, Implementation of Mitigation Measures and Surveys as required by Permits, EIR and/or SRF Agreement.		X	X



SRF and DWR Grant Reporting Requirements					
Federal or State Reporting Requirement/Action	Frequency	Notes	Task Lead		
			City/ Design Engineer	CM	Contractor
Project Site Access	As requested by SWRCB or EPA		X	X	
Project Signage	Start of Project As needed	Project Signage per SRF requirements at Site per SWRCB and DWR specification. . CM to verify signage meets requirements.  Publications/website and other materials require SRF language.	X	X	X
Quarterly Reports	Quarterly for duration of project (both SRF and DWR)	Quarterly Report which includes a summary of budget, schedule, activities completed and to be completed, issues/resolution, environmental compliance, etc. Attached supporting documentation including reports, addenda, photos, testing results, meeting agendas/ attendance sheets/meeting minutes, training sessions (documentation, agendas, attendees, etc.), permits, etc.	X	Monthly Progress Summaries to feed into Quarterly Rpt.	Monthly Progress Summaries to feed into Quarterly Rpt.
Disbursement Requests	Quarterly for duration of project (both SRF and DWR)	Disbursement Spreadsheet (provided by SWRCB) plus backup materials (including all invoices plus backup). Disbursement Package requires hard copy submittal with Authorized Rep signature each submittal.	X	Monthly invoices formatted to feed into Disbursement Spreadsheet plus backup invoices.  As needed response to additional documentation/information.	Monthly invoices feeds into Disbursement Spreadsheet plus backup invoices.  As needed response to additional documentation/information.
DBE Utilization Report (Contractor)	Annually (10 calendar days or October 1)	Annually till project completion 1 page form - (Form UR334)		X	
Project Completion Report	At time of final project inspection	Develop draft and final report describing project; water quality problem; likelihood of success and compliance with environmental conditions, etc. per DWR and SWRCB requirements.		X	
Records Retention	Maintain All Project Documentation per funding requirements	As specified by SWRCB and DWR funding Requirements, CM and Contractor (as appropriate) to maintain DBE/Davis Bacon/AIS/Project documentation.  Provide hard and electronic copies of all documentation related to project to City with xx months of Project Completion  All records in accordance with GAAP – City, PM, CM, Contractor and Subcontractor – to be maintained for 36 years  All records in accordance with GAAP – City, PM, CM, Contractor and Subcontractor – to be maintained for 36 years	X	X	X

City of Antioch  
 CONSTRUCTION MANAGEMENT SERVICES FOR:  
 BRACKISH WATER DESALINATION FACILITY PROJECT, PW 694  
 CDM Smith Budget  
 Date: May 11, 2020

		Subconsultants																
	Resource Description	CDM Smith Total Labor	ODCs	Total CDM Smith	RMA Group										PSA Specialist	Total Subs.	Sub. Markup on Labor	Total Project
	Resource Name				Lead Insp. - Facilities	Lead Insp. - Pipes	Elect. Insp.	Env. Insp.	Special Insp. Struct.	Special Insp. Coatings	Survey	RMA Total Labor	Mat'l's Testing - allowance	ODCs				
					Robert Schulze	David Hassel	RMA Group	RMA Group	RMA Group	RMA Group	RMA Group							
	Total Hourly Cost (\$/hr)				\$135	\$135	\$135	\$135	\$115	\$135	\$210							
	Hours	14,832	-		4,160	4,160	624	120	200	200	0	9,464					24,296	
	Total Cost (\$)	\$2,721,096	\$112,760	\$2,833,856	\$561,600	\$561,600	\$84,240	\$16,200	\$23,000	\$27,000	\$0	\$1,273,640	\$50,000	\$76,000	\$48,500	\$1,448,140	\$132,214	\$4,414,210
Task	Task Description	Amount	Amount	Amount	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Amount	Amount	Amount	Amount	Amount	Amount	Amount
1	Constructability Review Services	\$98,916	\$8,040	\$106,956	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$106,956
1.1	Constructability Review	\$72,152		\$72,152								\$0				\$0	\$0	\$72,152
1.2	Constructability Workshops	\$26,764	\$8,040	\$34,804								\$0				\$0	\$0	\$34,804
2	Consultant CM Services	\$1,362,912	\$86,060	\$1,448,972	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,448,972
2.1	Project Coordination Services	\$1,151,856	\$77,000	\$1,228,856	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,228,856
2.2	Pre-Construction Services	\$51,080	\$4,060	\$55,140	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$55,140
2.3	Operation and Maintenance Manuals and Warranty	\$18,880	\$0	\$18,880	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,880
2.4	Operation and Maintenance Items	\$34,320	\$0	\$34,320	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$34,320
2.5	Project Management & Quality Management	\$106,776	\$5,000	\$111,776								\$0				\$0	\$0	\$111,776
3	Field Engineer Services	\$874,848	\$12,000	\$886,848	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$886,848
3.1	Document Control	\$0		\$0								\$0				\$0	\$0	\$0
3.2	Project Correspondence	\$0		\$0								\$0				\$0	\$0	\$0
3.3	Construction Progress Reports	\$0		\$0								\$0				\$0	\$0	\$0
3.4	Construction Progress Meetings	\$0		\$0								\$0				\$0	\$0	\$0
3.5	Interpret Plans and Specifications	\$1,488	\$0	\$1,488	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,488
3.6	Contractor Change Orders and Disputes	\$55,280	\$0	\$55,280	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$55,280
3.7	Review Daily Inspection Reports	\$0		\$0								\$0				\$0	\$0	\$0
3.8	Review Contractor Pay Requests	\$0		\$0								\$0				\$0	\$0	\$0
3.9	Coordinate and Schedule Special Testing	\$0		\$0								\$0				\$0	\$0	\$0
3.10	Record Drawing Review and Tracking	\$0		\$0								\$0				\$0	\$0	\$0
3.11	Schedule Reviews	\$0		\$0								\$0				\$0	\$0	\$0
3.12	Submittal Reviews	\$0		\$0								\$0				\$0	\$0	\$0
3.13	RFI Reviews	\$0		\$0								\$0				\$0	\$0	\$0
3.14	RFI Responses	\$0		\$0								\$0				\$0	\$0	\$0
3.15	Daily Construction Photos	\$0		\$0								\$0				\$0	\$0	\$0
3.17	Project Closeout	\$92,240	\$0	\$92,240	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$92,240
3.18	Project Start-up and Commissioning	\$16,320		\$16,320								\$0				\$0	\$0	\$16,320
3.19	Field Engineer	\$709,520	\$12,000	\$721,520								\$0				\$0	\$0	\$721,520
4	Construction Inspection Services	\$0	\$0	\$0	4,160	4,160	624	120	200	200	0	\$1,273,640	\$50,000	\$76,000	\$0	\$1,399,640	\$127,364	\$1,527,004
4.1	Construction Inspection	\$0		\$0	4,160	4,160	624	120	200	200		\$1,273,640	\$50,000	\$76,000		\$1,399,640	\$127,364	\$1,527,004
5	Project Administrative Services	\$359,480	\$6,060	\$365,540	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$365,540
5.1	Project Administration	\$216,320	\$5,000	\$221,320								\$0				\$0	\$0	\$221,320
5.2	Meetings	\$87,416	\$1,060	\$88,476	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$88,476
5.3	Grant and Loan Admin. Requirements	\$55,744		\$55,744								\$0				\$0	\$0	\$55,744
6	Project Stabilization Agreement Support Services	\$24,940	\$600	\$25,540	0	0	0	0	0	0	0	\$0	\$0	\$0	\$48,500	\$48,500	\$4,850	\$78,890
6.1	Pre-Job Conference/Mark Up Meeting	\$1,720		\$1,720								\$0			\$3,500	\$3,500	\$350	\$5,570
6.2	Monthly Joint Labor/Management Meetings (24)	\$20,640	\$500	\$21,140								\$0			\$35,000	\$35,000	\$3,500	\$59,640
6.3	Site Visits	\$0		\$0								\$0			\$0	\$0	\$0	\$0
6.4	Verification of contractor's certified payrolls	\$0		\$0								\$0			\$0	\$0	\$0	\$0
6.5	Dispute Resolution Meetings	\$2,580	\$100	\$2,680								\$0			\$10,000	\$10,000	\$1,000	\$13,680



City of Antioch  
CONSTRUCTION MANAGEMENT SERVICES FOR:  
BRACKISH WATER DESALINATION FACILITY PROJECT, PW 694  
CDM Smith Budget  
Date: May 11, 2020

		CDM Smith																		
	Resource Description	Const. Mgr.	Field Eng. Offsite	Field Eng. Onsite	Project Admin.	Office Eng.	Sched. Review	Cost Est.	Haz. An. & Safety Review	Reviewer Construct. PM	Reviewer Pipes	Reviewer Intake/ Pump Station	Reviewer MOPO	Desal. Specialist	Reviewer Geotech.	PMIS IT Support	P-I-C	Contract Mgmt.	Project Controls	Contract Admin.
	Resource Name	Rich Olsen	Jeff Sellberg	Jeff Sellberg	Vanessa Asis	Nikhila Punuru	Abe Nejad	Todd Stalnaker	Joseph Leslie	Nate Lazewski	Stephen Shumaker	Mark Allen	Michael Zafer	Christian Sanders	Robert Fosse	CDM Smith	S. Molina	Michael Higuchi	Jeremiah Joanino	Christine Wood
	Total Hourly Cost (\$/hr)	\$215	\$241	\$181	\$104	\$134	\$253	\$219	\$186	\$274	\$265	\$241	\$300	\$204	\$271	\$131	\$300	\$300	\$168	\$171
	Hours	4,708	576	3,920	2,448	1,084	444	236	168	56	24	24	96	216	12	344	172	104	80	120
	Total Cost (\$)	\$1,012,220	\$138,816	\$709,520	\$254,592	\$145,256	\$112,332	\$51,684	\$31,248	\$15,344	\$6,360	\$5,784	\$28,800	\$44,064	\$3,252	\$45,064	\$51,600	\$31,200	\$13,440	\$20,520
Task	Task Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
1	Constructability Review Services	56	56	0	0	0	28	28	0	56	24	24	56	56	12	0	4	0	0	0
1.1	Constructability Review	40	40				24	24	40	16	16	16	40	40	8		4			
1.2	Constructability Workshops	16	16				4	4	16	8	8	16	16	16	4					
2	Consultant CM Services	4,296	344	0	40	496	296	8	160	0	0	0	40	80	0	344	136	104	80	120
2.1	Project Coordination Services	4,184	208	0	0	344	296	0	40	0	0	0	40	40	0	344	0	0	0	120
2.2	Pre-Construction Services	112	72	0	0	72	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2.3	Operation and Maintenance Manuals and Warranty	0	0	0	0	80	0	0	0	0	0	0	0	40	0	0	0	0	0	0
2.4	Operation and Maintenance Items	0	0	0	0	0	0	0	120	0	0	0	40	0	0	0	0	0	0	0
2.5	Project Management & Quality Management		64		40		8										136	104	80	
3	Field Engineer Services	80	80	3,920	200	120	120	200	8	0	0	0	0	80	0	0	0	0	0	0
3.1	Document Control																			
3.2	Project Correspondence																			
3.3	Construction Progress Reports																			
3.4	Construction Progress Meetings																			
3.5	Interprit Plans and Specifications	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0
3.6	Contractor Change Orders and Disputes	0	0	0	0	0	80	160	0	0	0	0	0	0	0	0	0	0	0	0
3.7	Review Daily Inspection Reports																			
3.8	Review Contractor Pay Requests																			
3.9	Coordinate and Schedule Special Testing																			
3.10	Record Drawing Review and Tracking																			
3.11	Schedule Reviews																			
3.12	Submittal Reviews																			
3.13	RFI Reviews																			
3.14	RFI Responses																			
3.15	Daily Construction Photos																			
3.17	Project Closeout	80	80	0	200	120	40	40	0	0	0	0	0	0	0	0	0	0	0	0
3.18	Project Start-up and Commissioning																			
3.19	Field Engineer			3,920										80						
4	Construction Inspection Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.1	Construction Inspection																			
5	Project Administrative Services	160	96	0	2,208	468	0	0	0	0	0	0	0	0	0	0	32	0	0	0
5.1	Project Administration				2,080															
5.2	Meetings	160	96	0	128	52	0	0	0	0	0	0	0	0	0	0	32	0	0	0
5.3	Grant and Loan Admin. Requirements					416														
6	Project Stabilization Agreement Support Services	116	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6.1	Pre-Job Conference/Mark Up Meeting	8																		
6.2	Monthly Joint Labor/Management Meetings (24)	96																		
6.3	Site Visits	0																		
6.4	Verification of contractor's certified payrolls	0																		
6.5	Dispute Resolution Meetings	12																		



## EXHIBIT "B"

City of Antioch  
CONSTRUCTION MANAGEMENT SERVICES FOR:  
BRACKISH WATER DESALINATION FACILITY PROJECT, PW 694  
Billing Rate Schedule  
Date: May 11, 2020

### CDM Smith Rate Schedule (1)

Position	Team Member	Direct Labor Rate	Fringe Benefit Multiplier	G&A Multiplier	Overhead Multiplier	Profit Multiplier	Total Hourly Cost
Construction Manager	Rich Olsen	94.00	31.11%	0.00%	76.19%	10.00%	215.00
Field Engineer - Offsite	Jeff Sellberg (2)	79.00	34.42%	0.00%	141.88%	10.00%	241.00
Field Engineer - Onsite	Jeff Sellberg (2)	79.00	31.11%	0.00%	76.19%	10.00%	181.00
Office Engineer	Nikhila Punuru	44.00	34.42%	0.00%	141.88%	10.00%	134.00
Schedule Review	Abe Nejad	83.00	34.42%	0.00%	141.88%	10.00%	253.00
Cost Estimator	Todd Stalnaker	72.00	34.42%	0.00%	141.88%	10.00%	219.00
Haz. Analysis & Safety Review	Joseph Leslie	61.00	34.42%	0.00%	141.88%	10.00%	186.00
Constructability Reviewer	Nate Lazewski	90.00	34.42%	0.00%	141.88%	10.00%	274.00
Constructability Reviewer	Stephen Shumaker	87.00	34.42%	0.00%	141.88%	10.00%	265.00
Constructability Reviewer	Mark Allen	79.00	34.42%	0.00%	141.88%	10.00%	241.00
Constructability Reviewer (3)	Michael Zafer	100.00	34.42%	0.00%	141.88%	8.50%	300.00
Constructability Reviewer	Christian Sanders	67.00	34.42%	0.00%	141.88%	10.00%	204.00
Geotech	Robert Fosse	89.00	34.42%	0.00%	141.88%	10.00%	271.00
Project Administration	Vanessa Asis	34.00	34.42%	0.00%	141.88%	10.00%	104.00
PMIS IT Support	Michael Mikulka	43.00	34.42%	0.00%	141.88%	10.00%	131.00
Principal in Charge (3)	Servando Molina	114.00	34.42%	0.00%	141.88%	0.00%	300.00
Contract Manager (3)	Michael Higuchi	100.00	34.42%	0.00%	141.88%	8.50%	300.00
Project Controller	Jeremiah Joanino	55.00	34.42%	0.00%	141.88%	10.00%	168.00
Contract Administrator	Christine Wood	56.00	34.42%	0.00%	141.88%	10.00%	171.00

### Subconsultants - RMA Group Rate Schedule (1)

Position	Team Member	Sub. Hourly Rate	Markup	Total Hourly Rate
Lead Inspector - Facilities	Robert Schulze	135.00	10.00%	149.00
Lead Inspector - Pipelines	David Hassel	135.00	10.00%	149.00
Electrical Inspector	RMA Group	135.00	10.00%	149.00
Environmental Inspector	RMA Group	135.00	10.00%	149.00
Specialty Inspector Structures	RMA Group	115.00	10.00%	127.00
Specialty Inspector Coatings	RMA Group	135.00	10.00%	149.00
Surveyor	RMA Group	210.00	10.00%	231.00

(1) The Rate Schedule is effective for two years from the date of the Contract. Thereafter, CDM Smith and the City will negotiate increases to the hourly rates, but the increase will not exceed 5 percent.

(2) Jeff Sellberg's rate will be decreased to a field rate as soon as he moves to project site

(3) These CDM Smith rates are capped at \$300/hr.

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of October 8, 2024

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

**SUBMITTED BY:** Scott Buenting, Acting Public Works Director/City Engineer **CZ FOR SB**

**SUBJECT:** Second Amendment in the Amount of \$55,200 to the Consulting Services Agreement with HB Consulting Group, Inc. for Project Management Services Related to the Brackish Water Desalination Project; P.W. 694

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving the second amendment to the Consulting Services Agreement with HB Consulting Group, Inc. for project management services related to the Brackish Water Desalination Project in the amount of \$55,200 for a total contract amount of \$425,200 and extending the term of the agreement to June 30, 2025; and
2. Authorizing the City Manager to execute the second amendment to the Agreement in a form approved by the City Attorney.

**FISCAL IMPACTS**

Funding for this amendment is included in the FY24/25 Water System Improvement Fund budget for the Brackish Water Desalination Project ("Project").

**DISCUSSION**

On November 10, 2020, the City Council entered into a Consulting Services Agreement with HB Consulting Group, Inc. ("HBCG") for project management services for the Project in the amount of \$370,000. The services provided include managing consultants and contractors, meetings with residents and other interested stakeholders, providing City Council presentations, adhering to the requirements of funding sources as it relates to Disadvantaged Business Enterprises, prevailing wage, American Iron and Steel requirements, environmental considerations and permits and coordination with outside agencies.

On June 20, 2023, the City amended the agreement to extend the term of the agreement to December 31, 2024.

Staff is recommending the City Council amend the agreement with HBCG to include continued project management services, assistance with project closeout documentation,

professional service during the negotiation of construction claims and claims mediation activities as necessary. This amendment will increase the existing contract by \$55,200 for a total contract amount of \$425,200 and extend the term of the agreement to June 30, 2025.

**ATTACHMENTS**

- A. Resolution
- B. Second Amendment to the Consulting Services Agreement
- C. Consulting Services Agreement (November 10, 2020)



**ATTACHMENT "A"**

**RESOLUTION NO. 2024/xxx**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE SECOND AMENDMENT IN THE AMOUNT OF \$55,200 TO THE  
CONSULTING SERVICES AGREEMENT WITH HB CONSULTING GROUP, INC.  
AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND  
AMENDMENT FOR PROJECT MANAGEMENT SERVICES THROUGH  
CONSTRUCTION AND CLOSE OUT OF THE BRACKISH WATER DESALINATION  
PROJECT  
P.W. 694**

**WHEREAS**, on November 10, 2020, the City entered into a Consulting Services Agreement with HB Consulting Group, Inc. ("HBCG") for project management services for the Brackish Water Desalination Project ("Project") in the amount of \$370,000 to provide services including managing consultants and contractors, meetings with residents and other interested stakeholders, providing City Council presentations, adhering to the requirements of funding sources as it relates to Disadvantaged Business Enterprises, prevailing wage, American Iron and Steel requirements, environmental considerations and permits and coordination with outside agencies;

**WHEREAS**, on June 20, 2023, the City amended the agreement to extend the term of the agreement to December 31, 2024; and

**WHEREAS**, the City Council has considered approving the second amendment to the Consulting Services Agreement with HB Consulting Group, Inc. for project management services related to the Project in the amount of \$55,200 for a total contract amount of \$425,200, extending the term of the agreement to June 30, 2025 and authorizing the City Manager to execute the second amendment to the agreement.

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

1. Approves the second amendment to the Consulting Services Agreement with HB Consulting Group, Inc. for project management services related to the Brackish Water Desalination Project in the amount of \$55,200 for a total contract amount of \$425,200 and extending the term of the Agreement to June 30, 2025; and
2. Authorizes the City Manager to execute the second amendment to the Agreement in a form approved by the City Attorney.

**RESOLUTION NO. 2024/xxx**

October 8, 2024

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\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 8<sup>th</sup> day of October 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

## **ATTACHMENT "B"**

### **AMENDMENT NO. 2 TO AGREEMENT BETWEEN THE CITY OF ANTIOCH AND HB CONSULTING GROUP, INC. FOR THE BRACKISH WATER DESALINATION PROJECT P.W. 694**

**THIS SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES** is entered into this 31st day of December 2024, by and between the CITY OF ANTIOCH, a municipal corporation ("City") and HB CONSULTING GROUP, INC., their address is 465 Kingsford Drive, Moraga, CA 94556 ("Consultant").

#### **RECITALS**

**WHEREAS**, on November 10, 2020, Consultant entered into an Agreement for Professional Consultant Services for the Brackish Water Desalination Project ("Agreement") in the amount of \$370,000;

**WHEREAS**, on June 30, 2023, the City extended the term of the contract from June 30, 2023 to December 31, 2024;

**WHEREAS**, the Consultant requires additional time and resources to complete the contracted scope of work for the Agreement due to unforeseen circumstances that delayed the deliverables, and City desires to extend the term of the Agreement to June 30, 2025 and increase the total compensation to \$425,200; and

**WHEREAS**, City Council has considered and approved such amendments.

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

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

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

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

"The term of this Agreement shall begin on the Effective Date and shall end on **June 30, 2025**, the date of completion specified in Exhibit A to the Agreement and Exhibit A to Amendment No. 2, and Consultant shall complete the Services described in Exhibit A to the Agreement and Exhibit A to Amendment No. 2 prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect the City's right to terminate the Agreement, under Section 8."



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

"City hereby agrees to pay Consultant a sum not to exceed **four hundred twenty-five thousand, two hundred dollars (\$425,200)**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A to the Agreement and Exhibit A to Amendment No. 2, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for Services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

CITY OF ANTIOCH:

HB CONSULTING GROUP, INC.

By: \_\_\_\_\_  
Bessie Marie Scott, City Manager

By: \_\_\_\_\_  
Harry Burrowes, President

ATTEST:

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

APPROVED AS TO FORM:

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

## EXHIBIT "A"



## HB CONSULTING GROUP

ENGINEERING

PROJECT MANAGEMENT

CONSTRUCTION

PROJECT ENTITLEMENT & FACILITATION

August 19, 2024

Mr. Scott Buenting – Acting Public Works Director  
City of Antioch  
Public Works Department  
200 'H' Street  
Antioch, CA 94509-1005

Re: Contract Amendment Request  
Professional Services – Brackish Water Desalination Project (PW 694)

Dear Mr. Buenting,

As you are aware, HB Consulting Group Inc. (HBCG) has been performing professional services for the City in support of the Brackish Water Desalination Project – PW 694 since November of 2020. Joseph Sbranti, PE has been the primary professional assigned to this project. Although the project is nearing completion and acceptance, there remain many outstanding issues and items yet to be resolved. We are writing this letter to request an amendment to our contract to supplement the budget as detailed herein to enable Mr. Sbranti to assist in the completion of the project on behalf of the City.

Our original contract was in the amount of \$370,000.00. Through July 30, 2024, we have billed a total of \$362,995.00 leaving a current remaining budget amount of \$7,005.00. Assuming a project completion date of January 31, 2025, we are requesting an increase in the contract amount of \$55,200.00 per below:

• Continuance of role as City Representative on project thru estimated project completion of 1/31/25 (120 hours @ \$230/Hr*)	\$27,600.00
• Professional Services through claim settlement negotiations (50 hours @ \$230/Hr)	\$11,500.00
• Professional Services for mediation preparation and participation (50 hours @ \$230/Hr)	\$11,500.00
• Project closeout & documentation assistance (20 hours @ \$230/Hr)	\$ 4,600.00
<b>TOTAL</b>	<b>\$55,200.00</b>

*\*This billing rate is an increase from the original contract rate of \$190/hour but still represents a significant discount of our standard rate of \$275/hour for the personnel assigned to this project.*

This project is currently at least 14 months behind the contractor's original schedule. All other consultants on this project have previously requested and were granted significant budget increases to account for the extended timeline and scope. Additionally, the above scope and budget assumes that claims settlement and mediation can be resolved within the estimated hours. The City may wish to add some budget buffer as an added contingency.

Mr. Scott Buenting – Antioch Brackish Water Desalination Project  
August 19, 2024  
Page 2 of 2

The above scope and budget do not reflect any professional services that may be required should the project proceed to litigation. HBCG can provide scope and budget for litigation support separately in the future should those services be required.

Please feel free to contact either myself or Joe Sbranti should you have any questions or need additional information.

Sincerely,  
HB Consulting Group

A handwritten signature in black ink, appearing to be 'H. Burrowes', with a stylized flourish extending to the right.

Harry Burrowes, P. E.  
Principal

Cc: Joe Sbranti



## ATTACHMENT "C"

### CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND HB CONSULTING GROUP, INC. FOR THE BRACKISH WATER DESALINATION PROJECT P.W. 694

THIS AGREEMENT ("Agreement") is made and entered into this 10th day of November, 2020 ("Effective Date") by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 ("City") and HB Consulting Group, Inc. with its principle place of business at 465 Kingsford Drive, Moraga, California 94556 ("Consultant"). City and Consultant individually are sometimes referred to herein as "Party" and collectively as "Parties."

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

**1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2023, the date of completion specified in Exhibit A, and Consultant shall complete the Services described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect the City's right to terminate the Agreement, under Section 8.

**1.2 Standard of Performance.** Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.

**1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform Services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

**1.4 Time.** Consultant shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

**SECTION 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed \$370,000 (Three hundred seventy thousand dollars), notwithstanding any contrary indications that may be contained in Consultant's proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for Services rendered

pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

**2.2 Payment Schedule.**

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

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



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

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

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

Reimbursable Expenses are:  
Mileage, postage and reproduction/printing.

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

**2.7 Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until Consultant receives authorization to proceed from the Contract Administrator.

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

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

**SECTION 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Insurers shall have an AM Best rating of no less than A:VII unless otherwise accepted by the City in writing:

**4.1 Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage,



bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Consultant shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

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

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

**4.4 Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

**4.5.1 Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. CGL coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used). This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

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

**4.5.3 Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

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

**4.5.5 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase

coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

**4.5.6.2** Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

**4.5.6.3** If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

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

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

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

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

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due to Consultant under the Agreement;



- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or,
- Terminate this Agreement.

## **SECTION 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

**5.1** To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

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

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

## **SECTION 6. STATUS OF CONSULTANT.**

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

**6.2 Consultant Not Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.



## **SECTION 7. LEGAL REQUIREMENTS.**

**7.1 Governing Law.** The laws of the State of California shall govern this Agreement.

**7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the Services.

**7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

**7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

**7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

**7.6 California Labor Code Requirements.** Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not



apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

## **SECTION 8. TERMINATION AND MODIFICATION.**

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

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

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

**8.2 Extension.** City may, in their sole and exclusive discretion, extend the end date of the term of this Agreement beyond that provided for in Section 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

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

**8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of



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

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

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

**8.6.1** Immediately terminate the Agreement;

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

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

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

**9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, drawings, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

**9.2 Confidentiality.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the Services under this Agreement in any publication without the prior written consent of the City.

**9.3 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to



charges for Services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant..

**9.4 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

**9.5 Intellectual Property.** The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

## **SECTION 10. MISCELLANEOUS PROVISIONS.**

**10.1 Venue.** In the event either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

**10.2 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**10.3 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**10.4 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

**10.5 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

**10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

**10.7 Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.

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

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

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

Harry Burrowes, P.E., President  
HB Consulting Group, Inc.  
465 Kingsford Drive  
Moraga, CA 94556

Any written notice to City shall be sent to:

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

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

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



CITY:

CITY OF ANTIOCH

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

Attest:

Christine Pharis  
Arne Simonsen, MMC

Approved as to Form:

Thomas Lloyd Smith  
Thomas Lloyd Smith, City Attorney

CONSULTANT:

HB CONSULTING GROUP, INC.

By: [Signature]

Name: HARRY BIRROWES

Title: PRESIDENT

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

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

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

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



EXHIBIT "A"



**HB CONSULTING GROUP, INC.**

ENGINEERING PROJECT MANAGEMENT PLANNING CONSTRUCTION SUPPORT

October 19, 2020

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

Re: Proposal to Perform Engineering Services  
Brackish Water Desalination Project

Dear Mr. Samuelson,

HB Consulting Group (HBCG) is pleased to submit this proposal to perform engineering/consulting services for the Brackish Water Desalination Project. It is our understanding that the City is seeking the staffing services during the construction of the project. HBCG will assign Joe Sbranti, PE as staff to the City of Antioch for this assignment. We understand that Mr. Sbranti will act as extension of City staff and owner's representative on the project. Mr. Sbranti is currently available and is ready to commence work immediately upon authorization from the City.

**Scope of Work**

Based upon Mr. Sbranti's recent discussion and input from City staff the following scope of work is proposed. It is understood that some tasks may evolve or change over the duration of the project. As such, the scope of work will include, but not be limited to:

- Representing the City on all matters related to the construction of the Brackish Water Desalination project during construction and project close out.
- Collaborating with the City's Construction Management firm CDM Smith to manage all RFIs, change orders, schedule reviews, DBE compliance, prevailing wage, American Iron and Steel, ETC.
- Manage all Consultants to ensure they are providing the work described in their scope of work to the satisfaction of the City.
- Review and provide recommendations on all Contractor and Consultant invoices.
- Track overall project schedule and budget. Notify the Public Works Director if there is potential for delay or cost overruns.
- Collaborate with the Design Engineer and City staff to address problems encountered during construction.
- Prepare quarterly reports as required by the SRF funding.

- Collaborate with the Environmental compliance subconsultant to ensure the project complies with all CEQA and permit requirements. Report progress to permitting agencies, as necessary.
- Attend regular construction meetings virtually or in person as needed.
- Handle construction related questions or complaints (including resident and business owner coordination).
- Coordinate with Delta Diablo Sanitation District, Caltrans, and railroads for work occurring in or near their ROW.
- Prepare status reports, exhibits, and other materials for public presentations.
- Attend meetings and provide updates to City staff and City Council as required.
- Perform other duties related to the project as directed by City staff.

#### **Project Budget**

It is estimated that the project construction and close-out will be approximately 30 months in duration. Per previous discussion it is currently estimated that the effort required for the above scope of work will average between 15 to 20 hours per week. It is understood that some weeks may require little effort while others may require almost full time (40 hours/week) depending the stage and schedule of construction activities.

Based upon the work scope and estimated effort as detailed above, we recommend the following project budget:

#### Senior Project Manager - Joe Sbranti

15 – 20 hours/week @ \$190/hour = \$2,850 to \$3,800/week (\$12,340 to \$16,450/month)

We can contract with the City on an annual basis or based upon the entire estimated effort until project completion and close-out. We will bill the City on a time and materials basis based upon the billing rates and budgets outlined above. Only the hours spent on the project by Mr. Sbranti will be billed to the City unless additional staffing by HBCG is specifically requested. Any incidental reimbursable expenses will be billed to the City at actual cost plus 10%.

We appreciate the opportunity to provide this proposal to the City of Antioch and look forward to working with you on this important project. We are available to answer any questions or provide additional information you may have related to our project scope of work or approach described above. We look forward to hearing from you soon.

Sincerely,  
HB Consulting Group, Inc.




Harry Burrowes, P. E.  
President


CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of October 8, 2024

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

**SUBMITTED BY:** Lori Medeiros, Administrative Analyst II 

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

**SUBJECT:** Consideration of Bids for the Marchetti Park Renovations for an Agreement in the Amount of \$1,577,200; P.W. 184-P8

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Rejecting the bid protest of Alex Kushner General, Inc.;
2. Authorizing an amendment increasing the Capital Improvement and Operating Budgets for the Marchetti and Jacobsen Park Renovations in the amount of \$500,000 from the Park-in-Lieu Fund for a total of a \$2,015,800;
3. Awarding a construction agreement to the lowest responsive and responsible bidder, Stockbridge General Contracting, Inc. in the amount of \$1,577,200; and
4. Authorizing the City Manager to execute the agreement in a form approved by the City Attorney.

**FISCAL IMPACT**

The Fiscal Year 2024/25 Operating Budget includes a total of \$1,995,800 from the Park-in-Lieu Fund (\$1,268,234), General Fund (\$480,000) and a Prop 68 Grant (\$247,566) for park renovations for both Marchetti and Jacobsen parks. The construction contract amount for Jacobsen Park is \$595,830.55 and \$1,577,200 for Marchetti Park for a total of \$2,173,030.55. Increasing the budget for this work by \$500,000 from the Park in-Lieu Fund for a total project budget of \$2,495,800. This total project budget will provide for the construction of both Marchetti and Jacobsen parks, and in addition, the construction engineering and management, inspection, testing and contract administration for both park projects.



## **DISCUSSION**

The project will renovate the existing Marchetti Park, which includes landscaping, constructing irrigation facilities, removal and installation of concrete flatwork, tennis court rehabilitation, hardscaping, installation of underground utilities, site furnishings and a new restroom facility.

On August 6, 2024, three (3) bids were received and opened as shown on the attached tabulation (Attachment B). The low bid was submitted by Stockbridge General Contracting, Inc. (SGC) of Clovis in the amount of \$1,577,200. The bids have been checked and found to be without any errors or omissions.

On August 8, 2024, the second low bidder, Alex Kushner General Inc. (AKG) protested the bid on the grounds that SGC's bid was nonresponsive. Attachment C provides the bid protest, which in summary states that due to SGC's failure to list Public Restroom Company ("Public Restroom") as a subcontractor, the bid should be considered nonresponsive. SGC's response to the protest is included as Attachment D.

Staff, in consultation with the City Attorney's Office, recommends rejecting the bid protest submitted by AKG. Staff does not agree that a material error exists in SGC's subcontractor list, based on the fact that SGC did not list Public Restroom as a subcontractor.

Public Contract Code ("PCC") section 4100, et. seq., the Subletting and Subcontracting Fair Practices Act ("Act") only requires bidders to list subcontractors performing work in excess of 0.5% of the total bid amount. Section 4106 of the Act provides that if the prime contractor fails to list a subcontractor for any portion of work in excess of 0.5%, the prime contractor agrees that it is qualified to perform and will self-perform such work.

As stated in SGC's response to the protest, while SGC will purchase the prefabricated restroom facility from Public Restroom, SGC intends to self-perform the installation work related to this facility. SGC's response further provides that they have "all requisite licensure to conduct that work." Since Public Restroom will not be fabricating and installing the restroom, SGC was not required to list Public Restroom on its subcontractor list.

The Protest alleges that the installation work cannot be self-performed by SGC because the construction documents identify Public Restroom as the entity completing this work. However, the City did not make any sole source findings pursuant to PCC section 3400 for the products or services identified as to be provided by Public Restroom, or include any such sole source findings in the bid documents for the Project. Thus, pursuant to PCC section 3400 and Section 6-1.05, Specific Brand or Trade Name and Substitution, of the 2018 Caltrans Standard Specifications, which are incorporated into the bid and contract documents for the Project, designation of the specific brand or trade name is to be read as establishing a quality standard and is not intended to limit competition. Section 6-1.05 further details the process for a substitution request to be made following contract award.

Staff recommends that the bid protest submitted by Alex Kushner General Inc. be rejected and the contract be awarded to the lowest responsive, responsible bidder, Stockbridge General Contracting, Inc. in the amount of \$1,577,200.

**ATTACHMENTS**

- A. Resolution  
Exhibit 1 – Construction Agreement
- B. Bid Tabulation
- C. Bid Protest from Alex Kushner General, Inc.
- D. Bid Protest Response from Stockbridge General Contracting, Inc.

**ATTACHMENT "A"**

**RESOLUTION NO. 2024/xxx**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
REJECTING THE BID PROTEST OF ALEX KUSHNER GENERAL, INC.,  
AUTHORIZING AN AMENDMENT INCREASING THE CAPITAL IMPROVEMENT  
AND OPERATING BUDGETS, AWARDING THE MARCHETTI PARK RENOVATIONS  
TO STOCKBRIDGE GENERAL CONTRACTING, INC. AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE THE CONSTRUCTION AGREEMENT IN THE AMOUNT OF  
\$1,577,200  
P.W. 184-P8**

**WHEREAS**, the Marchetti Park Renovations ("Project") will consist of landscaping, constructing irrigation facilities, removal and installation of concrete flatwork, tennis court rehabilitation, hardscaping, installation of underground utilities, site furnishings and a new restroom facility;

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

**WHEREAS**, the Project bids were publicly opened and read on August 6, 2024, and three (3) bids were received for the Project;

**WHEREAS**, the lowest responsive and responsible bid was submitted by Stockbridge General Contracting, Inc.;

**WHEREAS**, the City Council has considered rejecting the bid protest of Alex Kushner General, Inc.;

**WHEREAS**, the City Council has considered authorizing an amendment increasing the Capital Improvement and Operating Budgets for the Marchetti and Jacobsen Park Renovations in the amount of \$500,000 from the Park-in-Lieu Fund for a total of a \$2,015,800; and

**WHEREAS**, the City Council has considered awarding the construction agreement to the lowest responsive and responsible bidder, Stockbridge General Contracting, Inc., and authorizing the City Manager to execute the agreement.



**RESOLUTION NO. 2024/xxx**

October 8, 2024

Page 2

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

1. Rejects the bid protest of Alex Kushner General, Inc.;
2. Authorizes an amendment increasing the Capital Improvement and Operating Budgets for the Marchetti and Jacobsen Park Renovations in the amount of \$500,000 from the Park-in-Lieu Fund for a total of a \$2,015,800;
3. Awards a construction agreement to the lowest responsive and responsible bidder, Stockbridge General Contracting, Inc. in the amount of \$1,577,200; and
4. Authorizes the City Manager to execute the agreement, in a form approved by the City Attorney.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 8<sup>th</sup> day of October 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

## EXHIBIT "1"

### AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of October, 2024 by and between STOCKBRIDGE GENERAL CONTRACTING, INC., hereinafter called "CONTRACTOR" and the CITY OF ANTIOCH, hereinafter called the "CITY."

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

1. SCOPE OF WORK

The work consists, in general, of furnishing all materials, labor, tools, supplies, equipment, transportation and superintendence necessary to perform the work required for **P.W. Number 184-P8**. The work is more fully described in the Description of Project, Construction Details and Plans contained in the Contract Documents. The Contract Documents are defined below in Section 4 of this Agreement.

2. TIME OF COMPLETION

After this Agreement has been executed by the parties, the CONTRACTOR shall begin work within ten (10) calendar days after the effective date of the Notice to Proceed, and shall diligently prosecute all of the work under this Agreement in all parts and requirements as defined in the Contract Documents, from the effective date of said Notice to Proceed. The period of performance shall be two hundred and Ninety (290) working days from the Notice to Proceed.

3. TOTAL BID PRICE

The CONTRACTOR shall faithfully perform all of the work hereunder for the Contract Price of **One million, five hundred seventy-seven thousand, two hundred dollars (\$1,577,200.00)**, payable by the CITY to the CONTRACTOR at the time and in the manner provided in the Contract Documents.

#### SCHEDULE OF BID PRICES FOR MARCHETTI PARK RENOVATIONS P.W. 184-P8

Item No.	Unit	Quantity	Description	Unit Price	Extended Amount
1.	LS	1	Mobilization, complete in place for the lump sum price.....	\$ 180,100.00	\$ 180,100.00
2.	LS	1	Water pollution control, complete in place for the lump sum price.....	\$ 48,000.00	\$ 48,000.00
3.	LS	1	Demolition, complete in place for the lump sum price.....	\$ 77,600.00	\$ 77,600.00
4.	LS	1	Earthwork, complete in place for the lump sum price.....	\$ 23,400.00	\$ 23,400.00

Item No.	Unit	Quantity	Description	Unit Price	Extended Amount
5.	LS	1	Hardscaping, complete in place for the lump sum price.....	\$ 455,000.00	\$ 455,000.00
6.	LS	1	Irrigation, complete in place for the lump sum price ...	\$ 107,700.00	\$ 107,700.00
7.	LS	1	Landscaping, complete in place for the lump sum price.....	\$ 114,000.00	\$ 114,000.00
8.	LS	1	Site Furnishings, complete in place for the lump sum price.....	\$ 146,400.00	\$ 146,400.00
9.	LS	1	Restroom, complete in place for the lump sum price.....	\$ 425,000.00	\$ 425,000.00
<b>TOTAL BID PRICE</b>				<b>\$ 1,577,200.00</b>	

4. COMPONENT PARTS

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

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

5. SERVICE OF NOTICE

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



6. GOVERNING LAW

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

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

CONTRACTOR: Stockbridge General Contracting, Inc.  
Attn: Guy Stockbridge, President/CEO  
2972 Larkin Avenue  
Clovis, CA 93612

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

**CONTRACTOR:**

**STOCKBRIDGE GENERAL CONTRACTING, INC.**

Name Under Which Business is Conducted

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

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

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

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

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

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

**CITY OF ANTIOCH, CALIFORNIA**

**A Municipal Corporation**

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

Bessie Marie Scott, City Manager

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

Elizabeth Householder, City Clerk

**APPROVED AS TO FORM:**

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

Thomas Lloyd Smith, City Attorney

# ATTACHMENT "B"

CITY OF ANTIOCH TABULATION OF BIDS				
JOB TITLE: Marchetti Park Renovations (P.W. 184-P8) BIDS OPENED: August 6, 2024 ~ 2:00 p.m. City Council Chambers				
Engineer's Estimate	Stockbridge General Contracting, Inc. Clovis	Alex Kushner General, Inc. San Francisco	Kerex Engineering, Inc. Pleasant Hill	
TOTAL BID PRICE	\$1,500,000.00	\$1,577,200.00	\$1,620,000.00	\$1,960,000.00
LIST OF SUBCONTRACTORS				
<i>Stockbridge General Contracting, Inc.</i> SWPPP Emerald Staking/Surveying Epic Land Surveying Temp Fence Blain Stumpf Athletic Surfacing Vintage Contractors 4.9% Mirical Play Group 12% Elite Landscape Construction 2.6% CUE Demolition Concrete Luminart Concrete Electrical Columbia Electric Asphalt B&M Builders	<i>Alex Kushner General, Inc.</i> AC Paving BM Builders Restroom Public Restroom Electrical 99 North Concrete MA General Demo VPAV Plumbing AK General Shades Supply Play Systems Tennis Court & Fence Vintage	<i>Kerex Engineering, Inc.</i> Landscape Lonestar Landscape Asphalt B&M Builders Gates & Fence AAA Fence Co. Installation JB Infrastructure Electrical Columbia Tree Removal Reliable Tree Tennis Court Vintage Contractors Restroom Public Restroom Co.		



ATTACHMENT "C"

# Alex Kushner General, Inc.

License B 1007203

VIA EMAIL  
August 8, 2024

Scott Buenting, P.E.  
Public Works Director / City Engineer  
sbuenting@antiochca.gov  
Lori Medeiros  
Contract Administrator  
lmediros@ci.antioch.ca.us  
Re: Marchetti Park Renovations City of Antioch P.W. 184-P8

Bid Protest

Mr. Buenting

This letter serves as Alex Kushner General Inc.'s formal bid protest as to the bid submitted by Stockbridge General Contracting, Inc., the apparent low bidder for the above-referenced project. Alex Kushner General Inc. protests the bid as nonresponsive and directs the City of Antioch to the details set forth below.

## BASIS OF PROTEST:

### Per project Bid documents:

Public Contract Code §4100 et seq. requires, among other provisions, that bidders for public works projects list in their bids the name and locations of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor in or about the construction of the work of improvement. Bidders are also required to state the portion of the work that will be done by each subcontractor (PCC §4104(b)).

Stockbridge General Contracting, Inc. failed to list Public Restroom company, CSLB Lic 822966 DIR registration number 1000005303, the main service provider on this project. Both Alex Kushner General Inc. and Kerex Engineering Inc, have properly listed Public Restroom company as their subcontractor.

Stockbridge General Contracting, Inc. will not be able to self perform the scope that Public Restroom company have been selected by the engineers and design and spelled out in construction documents: team to renders services on this project – build restroom building.

Therefore, for the reasons set forth above, Alex Kushner General Inc. respectfully requests that the City of Antioch reject the bid of Stockbridge General Contracting, Inc. as nonresponsive.

The City of Antioch must not overlook the basic rules of competitive bidding and conformance and must therefore reject the Stockbridge General Contracting, Inc. bid.

Alex Kushner General Inc. is the lowest responsible and responsive bidder and an award to Alex Kushner General Inc. is proper.

Alex Kushner  
CEO  
Alex Kushner General Inc.  
2364 Funston ave.  
San Francisco, Ca. 94116

*Alex Kushner CEO August 8, 2024*

ATTACHMENT "D"



August 19, 2024

*Via Email to [lmedeiros@antiochca.gov](mailto:lmedeiros@antiochca.gov)*

With a Copy via Regular US Mail to  
Lori Medeiros  
Administrative Analyst  
Capital Improvements Division  
Public Works Department  
200 'H' Street  
Antioch, CA 94509-1005

Re: Marchetti Park Renovations City of Antioch P.W. 184-p8 (the "Project")

Dear Ms. Medeiros:

This letter constitutes the response of Stockbridge General Contracting, Inc. to the bid protest submitted by Alex Kushner General, Inc., dated August 8, 2024, concerning the above described Project. Notice of this bid protest was which forwarded via email to our attention on August 12, 2024.

The reason that the bid materials submitted on behalf of Stockbridge General Contracting, Inc. did not include a listing for Public Restroom Company as a "subcontractor" is because that company is not a subcontractor to our firm with respect to the Project.

The City's bid materials did confirm that Public Restroom Company is the required supplier of the prefabricated restroom. We did obtain a proposal from Public Restroom Company to serve as a supplier of that item.

However, the terms of our arrangements with Public Restroom Company is solely as a supplier who will deliver the pre-fab facility to the site. But all work associated with the "installation" of the pre-fabricated facility will be conducted by Stockbridge General Contracting, Inc., and it holds all requisite licensure to conduct that work.

By way of background, we reached out to Public Restroom Company as part of our bid development. During those consultations we were not able to obtain assurances from Public Restroom Company that they would be able to comply with the requirements under the Project Stabilization Agreement ("PSA") described in the Bid materials. In fact, they advised that they did not wish to be included in any contract arrangement where their required activities resulted in them providing any work under any arrangement that may be construed as a "Construction Contract", as defined in the PSA.

We acknowledge that the PSA includes on-site prefabrication work as part of definition of a Construction Contract. The PSA also includes off-site prefabrication activities, but only where the prefabrication work is traditionally performed by the Unions covered under relevant contracts.

Therefore, based on information provided by Public Restroom Company, it is our understanding that the scope of their off-site pre-fabrication activities performed solely as a supplier of specified facility is not governed by the PSA. Since the City Bid requirements imposes a requirement that all Subcontractors join in to the terms of the PS, and since Public Restroom Company did not wish to enter into such arrangements, we did not include them as a Subcontractor.

We note that the bid protest included underlined and bolded language from the Subletting and Subcontracting Fair Practices Act, which reference the term "render services". However it is important to note that the Subletting and Subcontracting Fair Practices Act governs requirements for listing of "subcontractors", which is a term it does not define. However the language of the statute is clear that the obligations to list firms on the bid submittal, relates to persons who are subcontractors. A person providing services and who otherwise does not perform activities as a subcontractor under traditionally understood meanings of that term, is not a subcontractor.

As detailed above, except for providing the delivery of the pre-fab to the site, which is part of the terms of their contract to supply the City specified pre-fabricated restroom, Public Restroom Company is not undertaking any services related to the installation of that facility.

While not directly applicable to statutes cited in the Bid Protest, it is important to note that the Caltrans has published a Labor Compliance Manual which they use as a tool of assuring that their projects comply with the California Labor Code that governs Public Works, and relevant Department of Industrial Relations precedential decisions on such matters. That Manual, at Chapter 9, confirms that, where a vendor, supplier or fabricator only delivers materials, and does not perform work at the job site, and has not established its fabrication facility for the exclusive support of the relevant public works project, the prefabricator activities are treated as construction work for purposes of Labor Code Section 1720(a). As detailed above, Public Restroom Company is not to perform any acts of installation or any other work of improvement on the job site. Nor is its prefabrication facility developed for the exclusive support of the relevant public works project. It is thereby not performing construction or any other activities that would be performed by a subcontractor.

We appreciate the opportunity to provide the above clarification of the circumstances. If you have information regarding the willingness of Public Restroom Company to undertake the requirements of the PSA, please advise. Under that circumstance we would ask that the City allow us to treat the lack of listing of Public Restroom Company as an inadvertent error under Public Contract Code Section 4107(a)(5), if the City disagrees with our assessment that Public Restroom Company is not a subcontractor where it solely delivers the prefabricated facility to the site and conducts no installation activities.

Please provide us with a copy of whatever further communications are issued to the Alex Kushner General, Inc. pursuant to the Bid Protest Procedures detailed in Section B-3, 3-2 of the Notice Inviting Bids for the Project.




Sincerely,

Stockbridge General Contracting, Inc.

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

Printed Name

Title

  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
PRESIDENT

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of October 8, 2024

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

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

**SUBJECT:** Seventh Amendment in the Amount of \$124,000 to the Consulting Services Agreement with Carollo Engineers, Inc. for Engineering Services During Construction for the Brackish Water Desalination Project; P.W. 694

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving the seventh amendment to the Consulting Services Agreement with Carollo Engineers, Inc. for Engineering Services During Construction for the Brackish Water Desalination Project in the amount of \$124,000 for a total contract amount of \$11,987,668 and extending the term of the agreement to June 30, 2025; and
2. Authorizing the City Manager to execute the seventh amendment to the Consulting Services Agreement in a form approved by the City Attorney.

**FISCAL IMPACTS**

Approval of this resolution will increase Carollo Engineers, Inc. contract by \$124,000 for a total contract amount of \$11,987,668. The additional funding for this increase is allocated from the Fiscal Year 2024/25 Water Enterprise Fund budget, which has sufficient funds to cover this expenditure.

**DISCUSSION**

The Brackish Water Desalination Project ("Project") is being implemented to improve the City's water supply reliability and provide operational flexibility while reducing costs, especially during droughts and with future proposed changes in Delta water management. The Project will allow the City to use water from its river intake year-round, even when the salinity is above levels normally treated at the existing conventional Water Treatment Plant ("WTP").

On December 18, 2020, Council awarded the construction agreement to Shimmick Construction Company, Inc. ("Shimmick"). This Project includes the construction of a brackish water desalination facility located within the fence line of the City's existing WTP with a capacity of 6 million gallons per day (mgd). The Project also includes replacement of the City's existing San Joaquin River intake pump station with a new pump station,

including state of the art fish screens and construction of approximately 3,000 feet of new raw water pipeline connecting the new river pump pipeline to the City's WTP. In addition, the project includes the construction of a 4.3-mile-long brine disposal pipeline from the new desalination facility to Delta Diablo ("DD") to convey approximately 2 mgd of brine for discharge through DD's existing wastewater outfall.

On August 11, 2015, the City Council awarded the original agreement to Carollo Engineers, Inc. ("Carollo") to perform an initial planning study of a brackish water treatment facility. This study identified the Drinking Water State Revolving Fund ("DWSRF") program as a means to provide project funding for permitting and environmental activities. Under a DWSRF planning loan, potential brine discharge locations and treatment techniques were investigated, and a preliminary environmental evaluation of the City's current water intake was performed.

On March 22, 2016, the City Council amended Carollo's agreement to include development of conceptual designs and cost estimates of a brackish water desalination facility. Various treatment processes were evaluated for a standalone facility, as well as one that utilizes portions of the existing plant for pretreatment activities. Brine management options were further evaluated. Finished water quality parameters of a brackish desalination plant were developed and verified to be attainable with the proposed treatment processes.

On March 14, 2017, the City Council amended Carollo's agreement to include developing the treatment technical parameters and a preliminary design of the brackish water desalination facility. Brine management approaches were finalized and a cooperative agreement with DD to integrate disposal of brine from the brackish water desalination facility into DD's National Pollutant Discharge Elimination System ("NPDES") permit was negotiated and executed. Regulatory agencies were engaged, and Carollo commenced initial permitting activities. Environmental documentation required under the California Environmental Quality Act ("CEQA") was prepared and certified by the City Council on October 23, 2018.

On November 13, 2018, the City Council amended Carollo's agreement to include work required to complete project permitting, to secure additional project funding (Department of Water Resource's Desalination Grant and DWSRF low interest loan financing), and to prepare documents needed to execute a design-build contract for the construction of the Project.

On October 22, 2019, the City Council amended Carollo's agreement for the final design documents and bid package services under a design-bid-build delivery approach.

On October 13, 2020, City Council amended Carollo's agreement to provide engineering services during construction of the Project, which includes review of contractor submittals, responding to contractor requests for information, training, operations and maintenance manuals, start-up assistance, and day-to-day engineering support to help ensure successful completion of the Project and additional services provided during the final design process.



On November 22, 2021, the City Council amended Carollo's agreement to provide additional engineering services during construction and to include optional tasks at the City's discretion.

The Project has experienced significant delays to the schedule. This has required Carollo to work on this Project for longer than originally expected. Project completion is anticipated to be June 30, 2025.

Staff recommends approving the seventh amendment with Carollo to extend their engineering services during construction including continued submittal and RFI reviews, ongoing coordination with the State Department of Drinking Water permit, on-site startup assistance and training, environmental permit compliance testing for fish screen compliance and brine disposal, and permit closeouts.

**ATTACHMENTS**

- A. Resolution
- B. Seventh Amendment to the Consulting Services Agreement
- C. Consulting Services Agreement (August 12, 2015)

**ATTACHMENT "A"**

**RESOLUTION NO. 2024/xxx**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE SEVENTH AMENDMENT IN THE AMOUNT OF \$124,000 TO THE  
AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR ENGINEERING SERVICES  
DURING CONSTRUCTION AND AUTHORIZING THE CITY MANAGER TO EXECUTE  
THE SEVENTH AMENDMENT TO THE AGREEMENT FOR THE BRACKISH WATER  
DESALINATION PROJECT  
P.W. 694**

**WHEREAS**, on August 12, 2015, Carollo Engineers, Inc. ("Carollo") entered into a Consulting Services Agreement ("Agreement") to provide facility planning and funding assistance in the amount of \$100,000 for the Brackish Water Desalination ("Project");

**WHEREAS**, on March 23, 2016, City Council approved increasing the compensation for Carollo in the amount of \$201,516 bringing the total compensation to an amount not to exceed \$301,516;

**WHEREAS**, on March 14, 2017, City Council approved increasing the compensation for Carollo in the amount of \$797,555 bringing the total compensation to an amount not to exceed \$1,099,071;

**WHEREAS**, on November 13, 2018, City Council approved an amendment increasing the Fiscal Year 2018/19 Capital Improvement Budget to increase Water Enterprise funding for this Project in the amount of \$2,971,989;

**WHEREAS**, on November 13, 2018, City Council approved increasing the compensation for Carollo in the amount of \$2,971,989 for completion of permitting and preparation of design-build documents for this Project;

**WHEREAS**, on October 22, 2019, City Council approved increasing the compensation for Carollo in the amount of \$1,955,424 for completion of design-bid-build final design documents and bid period services for this Project;

**WHEREAS**, on October 13, 2020, City Council approved amending the Fiscal Year 2020/21 Capital Improvements Budget to increase Water Enterprise funding for the Project by \$4,334,976 and increased the compensation for Carollo in the amount of \$4,334,976 bringing the total compensation to an amount not to exceed \$10,361,460;

**WHEREAS**, on November 22, 2022, City Council approved increasing the compensation for Carollo in the amount of \$1,502,208 for a total contract amount of \$11,863,668 and extended the term of the agreement to December 31, 2024; and

**RESOLUTION NO. 2024/xxx**

October 8, 2024

Page 2

**WHEREAS**, on October 8, 2024, the City Council has considered approving the seventh amendment to the Agreement with Carollo for engineering services during construction in the amount of \$124,000 for a total contract amount of \$11,987,668 and extending the term of the agreement to June 30, 2025.

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

1. Approves the seventh amendment to the Consulting Services Agreement with Carollo Engineers, Inc. for Engineering Services During Construction related to the Brackish Water Desalination Project in the amount of amount of \$124,000 for a total contract amount of \$11,987,668 and extending the term of the agreement to June 30, 2025; and
2. Authorizes the City Manager to execute the seventh amendment to the Consulting Services Agreement in a form approved by the City Attorney.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 8<sup>th</sup> day of October 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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



**ATTACHMENT "B"**  
**AMENDMENT NO. 7 TO AGREEMENT**  
**FOR ENGINEERING SERVICES DURING CONSTRUCTION**  
**WITH CAROLLO ENGINEERS, INC.**  
**FOR THE BRACKISH WATER DESALINATION**  
**P.W. 694**

**THIS SEVENTH AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES** is entered into this 8<sup>th</sup> day of October, 2024, by and between the CITY OF ANTIOCH, a municipal corporation ("CITY") and CAROLLO ENGINEERS, INC., their address is 2795 Mitchell Drive, Walnut Creek, CA 94598-1601 ("CONSULTANT").

**R E C I T A L S**

**WHEREAS**, on August 12, 2015, CONSULTANT entered into an Agreement for Professional Consultant Services for the Brackish Water Desalination Project ("Agreement") in the amount of \$100,000;

**WHEREAS**, on March 23, 2016, CITY increased the compensation for CONSULTANT in the amount of \$201,516 bringing the total compensation to an amount not to exceed \$301,516;

**WHEREAS**, on March 14, 2017, CITY increased the compensation for CONSULTANT in the amount of \$797,555 bringing the total compensation to an amount not to exceed \$1,099,071;

**WHEREAS**, on November 13, 2018, CITY increased the compensation for CONSULTANT in the amount of \$2,971,989 bringing the total compensation to an amount not to exceed \$4,071,060;

**WHEREAS**, on October 22, 2019, CITY increased the compensation for CONSULTANT in the amount of \$1,955,424 bringing the total compensation to an amount not to exceed \$6,026,484;

**WHEREAS**, on October 13, 2020, CITY increased the compensation for CONSULTANT in the amount of \$4,334,976 bringing the total compensation to an amount not to exceed \$10,361,460;

**WHEREAS**, on November 22, 2022, CITY increased the compensation for CONSULTANT in the amount of \$1,502,208 for a total contract amount of \$11,863,668 and extended the term of the agreement to December 31, 2024;

**WHEREAS**, the Brackish Water Desalination Project continues to require CONSULTANT'S services, and the CITY desires to extend the term of the Agreement to June 30, 2025, and increase the total compensation to \$11,987,668, to allow CONSULTANT to continue providing the necessary services under the terms and conditions set forth in the Agreement; and

**WHEREAS**, the City Council has considered and approved such amendments.

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

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

“Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, materials, equipment, transportation, supervision, and expertise to provide to City the services described in the Scope of Work attached as Exhibit A to the Agreement, Exhibit A to Amendment No. 1, Exhibit A to Amendment No. 2, Exhibit A to Amendment No. 3, Exhibit A to Amendment No. 4, Exhibit A to Amendment No. 5, Exhibit A to Amendment No. 6, and Exhibit A to Amendment No. 7 at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and the Exhibits, the Agreement shall prevail.”

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

“The term of this Agreement shall begin on the effective date and shall end on **June 30, 2025**, and Consultant shall complete the work described in Exhibit A to the Agreement, Exhibit A to Amendment No. 1, Exhibit A to Amendment No. 2, Exhibit A to Amendment No. 3, Exhibit A to Amendment No. 4, Exhibit A to Amendment No. 5, Exhibit A to Amendment No. 6, and Exhibit A to Amendment No. 7 prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City’s right to terminate the Agreement, as provided for in Section 8.”



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

"City hereby agree to pay Consultant a sum not to exceed Eleven Million Nine Hundred Eighty-Seven Thousand, Six Hundred Sixty-Eight Dollars (\$11,987,668), notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A to the Agreement, Exhibit A to Amendment No. 1, Exhibit A to Amendment No. 2, Exhibit A to Amendment No. 3, Exhibit A to Amendment No. 4, Exhibit A to Amendment No. 5, Exhibit A to Amendment No. 6, and Exhibit A to Amendment No. 7, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

CITY OF ANTIOCH:

CAROLLO ENGINEERS, INC.

By: \_\_\_\_\_  
Bessie Marie Scott, City Manager

By: \_\_\_\_\_  
Louis J. Carella, Sr. Vice President

ATTEST:

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

APPROVED AS TO FORM:

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



# EXHIBIT "A"

BRACKISH WATER DESALINATION PROJECT												
CONTINUATION OF SERVICES THROUGH DECEMBER 2024												
7/29/24												
Task Number	Task Description	Carollo Labor Hours					Carollo Labor Cost (1)	Subconsultants			ODC	Total Project Costs
		PM (Weddle)	PE (Edwards)	Project Financing	Training and Startup Support	Total Hours	Labor Cost	ESA	Subconsultant Markup 10%	Total Subconsultant Cost	Travel Costs	Total Cost
1	Project Management (5 months)											
101	Progress Reporting	8				8	\$ 2,288	\$ -	\$ -	\$ -	\$ -	\$ 2,288
102	Internal Coordination Meetings (2 hrs per week)	40	40			80	\$ 19,440	\$ -	\$ -	\$ -	\$ -	\$ 19,440
103	Project Financing and Reporting (8 hrs per month)			40		40	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ 8,000
	Subtotal	48	40	40	0	128	\$ 29,728	\$ -	\$ -	\$ -	\$ -	\$ 29,728
2	State DDW Permitting											
201	Address DDW Comments on Final Permitting Documents	8	8			16	\$ 3,888	\$ -	\$ -	\$ -	\$ -	\$ 3,888
	Subtotal	8	8	0	0	16	\$ 3,888	\$ -	\$ -	\$ -	\$ -	\$ 3,888
3	Project Meetings (5 months)											
302	Project Meetings with City and Contractor (2 hrs per week)	40	40			80	\$ 19,440	\$ -	\$ -	\$ -	\$ -	\$ 19,440
	Subtotal	40	40	0	0	80	\$ 19,440	\$ -	\$ -	\$ -	\$ -	\$ 19,440
4	Engineering Review (5 months)											
401	Submittals (4 hrs per week)	8	80			88	\$ 18,288	\$ -	\$ -	\$ -	\$ -	\$ 18,288
402	RFIs (2 hrs per week)	8	40			48	\$ 10,288	\$ -	\$ -	\$ -	\$ -	\$ 10,288
	Subtotal	16	120	0	0	136	\$ 28,576	\$ -	\$ -	\$ -	\$ -	\$ 28,576
5	Testing and Startup Assistance											
502	Testing and Startup Assistance (2 weeks on site plus 2 weeks test data review)	24	24		120	168	\$ 35,664	\$ -	\$ -	\$ -	\$ 5,600	\$ 41,264
	Subtotal	24	24	0	120	168	\$ 35,664	\$ -	\$ -	\$ -	\$ 5,600	\$ 41,264
6	Environmental Permitting Compliance											
601	Permit Tracking and Closeout	2				2	\$ 572	\$ 2,000	\$ 200	\$ 2,200	\$ -	\$ 2,772
602	Fish Screen Testing (2)					0	\$ -	\$ 16,000	\$ 1,600	\$ 17,600	\$ -	\$ 17,600
603	Adaptive Management Plan					0	\$ -	\$ 16,000	\$ 1,600	\$ 17,600	\$ -	\$ 17,600
	Subtotal	2	0	0	0	2	\$ 572	\$ 34,000	\$ 3,400	\$ 37,400	\$ -	\$ 37,972
9	Operations Training											
901	Operations Training (Prepare Materials and conduct training while on site for Startup Assistance)	8	24		40	72	\$ 15,088	\$ -	\$ -	\$ -	\$ -	\$ 15,088
	Subtotal	8	24	0	40	72	\$ 15,088	\$ -	\$ -	\$ -	\$ -	\$ 15,088
	Totals	146	256	40	160	602	\$ 132,956	\$ 34,000	\$ 3,400	\$ 37,400	\$ 5,600	\$ 175,956
	Notes											
	1. Labor costs based on labor rates currently charged for the project.											
	2. Fish screen testing scheduled for March 2025 in accordance with CDFW permit.											

City of Antioch - Updated Corrosion Control Treatment Study  
7/30/24

Task #	Task Description	Project Role	Labor Hours and Costs						Analytical Costs (Incl. shipping)	Other Direct Costs (Travel / Meals)	Task Total
			Principal in Charge	Project Manager, QM Review	Project Engineer	Staff Engineer	Technical Editor	Labor Total			
Task #	Task Description	Project Team Member						Hours	Dollars		
100	Corrosion Sampling Data Review										
	Support sampling events (25 DS sites + 2 EP Sites, monthly 14 months)		2	6	6	12	0	26	\$5,906	\$0	\$5,906
200	Conduct Corrosion Control Study (CCT)										
	Conduct corrosion control study		2	14	28	60	0	104	\$22,264	\$0	\$22,264
	Prepare Draft and Final Report		6	10	16	32	8	72	\$15,328	\$0	\$15,328
300	Reporting and DDW Coordination										
	DDW coordination for protocol and CCT study report approval		6	10	8	20	0	44	\$10,204	\$0	\$10,204
400	Oversee Startup operations following recommended CCT approach										
	Oversee Startup operations		2	6	12	16	0	36	\$7,916	\$0	\$7,916
	Totals		18	46	70	140	8	282	\$61,618	\$0	\$61,618

## ATTACHMENT "C"

### CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND CAROLLO ENGINEERS FOR INITIAL PLANNING AND FUNDING ASSISTANCE FOR BRACKISH WATER DESALINATION PROJECT (P.W. 694)

THIS AGREEMENT for consulting services is made by and between the City of Antioch ("City") and Carollo Engineers ("Consultant") as of as August 12, 2015.

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2015, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.
- 1.5 **City-Provided Information and Services.** City shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use and rely upon all such information and services provided by City or others in performing Consultant's services under this Agreement.



- 1.6 **Estimates and Projections.** In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Consultant makes no warranty that City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates.

**Section 2. COMPENSATION.** City hereby agree to pay Consultant a sum not to exceed One hundred thousand dollars (\$100,00.00), notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

2.2 Payment Schedule.

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

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

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

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

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

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

2.7 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

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



**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Insurers shall have an A.M. Best's rating of no less than A:VII unless otherwise accepted by the City in writing:

4.1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Contractor shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

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

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

4.4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

4.5. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

4.5.1 **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).



4.5.2 *Primary Coverage.* For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4.5.3 *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

4.5.4 *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

4.5.5 *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

4.5.6.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

4.5.6.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

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

4.7. Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

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

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

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

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

## Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES

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



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

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

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

#### Section 6. STATUS OF CONSULTANT.

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

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

#### Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.



7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

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

## Section 8. TERMINATION AND MODIFICATION.

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

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

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs,

computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

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



**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement however; Consultant shall be entitled to keep one (1) copy of all such materials for their files in accordance with the standard of care delineated in Section 1.2. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.
- 9.2 **Confidentiality.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the services under this Agreement in any publication without the prior written consent of the City.
- 9.3 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.4 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.
- 9.5 **Intellectual Property.** The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data



magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

**Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.2 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.3 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.4 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.5 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement.

Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

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

Louis J. Carella  
Carollo Engineers  
2700 Ygnacio Valley Road, Suite 300  
Walnut Creek, CA 94598

Any written notice to City shall be sent to:

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

- 10.11 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and all other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.12 **Third Parties.** The services to be performed by Consultant are intended solely for the benefit of City. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder and it is not the intent of the parties that any third party beneficiary relationship be created in or exist in any party as a result of the execution of this Agreement.



CITY:

CITY OF ANTIOCH

  
Steven Duran, City Manager

Attest:


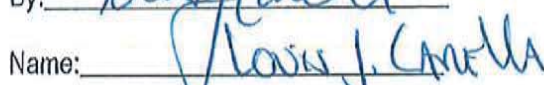
  
Arne Simonsen, City Clerk of City of Antioch

Approved as to Form:


  
Derek Cole, Interim City Attorney

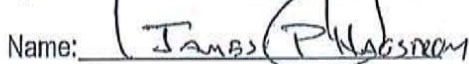
CONSULTANT:


CAROLLO ENGINEERS

By:   
Name: 

Title: 

By: 

Name: 

Title: 

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





## EXHIBIT "A"

July 1, 2015

Mr. Ron Bernal, P.E.  
Director of Public Works  
City of Antioch  
P.O. Box 5007  
Antioch, CA 94531-5007

Re: Brackish Water Desalination Facility Planning and Funding Assistance

Dear Mr. Bernal,

Per our discussions, Carollo is pleased to provide this letter proposal to assist the City of Antioch (City) in providing engineer services, environmental planning, and funding application assistance in support of its planning efforts for the development of a Brackish Water Desalination Facility.

### *Background*

The City of Antioch is developing the "Brackish Water Desalination Project" and needs to secure the maximum funding for planning, design, and ultimately construction of the new facilities. It is a very dynamic time for water resources funding, with State and Federal agencies redirecting their funding priorities to support locally controlled and drought tolerant water resource management strategies like desalination and advanced treatment facilities that work conjunctively with other water resources to create a diversified portfolio. However, these funding programs are getting increasingly competitive as agencies are forced to consider more expensive water resource management programs. Given the number of funding opportunities and varying funding priorities, it is critical to develop a strategy that defines the program elements in a manner that maximizes funding potential and implements the project phases on a timeline that takes advantage of the funding opportunities.

### *Our Team*

Carollo will take the lead in working with the City on this effort. The Carollo Team will be led by Kyle Rhorer as Project Manager. Kyle brings 22 years of experience in leading and developing business solutions for infrastructure projects. He is also well suited to lead discussions with the energy/ outfall entities with whom we will be discussing this project. In addition, Carollo will be assisted by two other firms that are well experienced in these types of analyses:

- ESA is an environmental science and planning firm specializing in environmental permitting for public infrastructure. Led by Jim O'Toole, ESA will provide an initial review of the potential environmental permitting issues surrounding a new desalination facility, and establish the foundation for future CEQA compliance efforts should the project proceed.

- **Gutierrez Consultants** provides a range of financial consulting services centered on securing funding for public infrastructure projects. Led by Lidia Gutierrez, the firm will explore applicable funding opportunities for the City with SWRCB and DWR, taking advantage of recently available drought-related funding where feasible. Lidia's relationships with State and Federal funding agencies, she will support the coordination of meetings with these agencies early in the planning phase to introduce them to the project well in advance of a grant application submittal to understand their specific priorities. Having competed in numerous funding programs over the last decade, Gutierrez Consultant's will help focus City of Antioch's pursuit of grants and loans to focus on those programs that are best suited for their Brackish Water Desalination project.

With regard to our ability to obtain funding (and there are no guarantees as you know), the Carollo team has secured well over \$250 million in State and Federal grants and understands and considers these funding priorities when developing critical water supply projects for its clients. For example, Gutierrez Consultants has secured \$12 million over the last three years from the US Bureau of Reclamation's extremely competitive Title XVI WaterSMART Grant Program. This was accomplished by understanding the funding priorities and crafting projects consistent with the priorities. The \$12 million in federal funds was used to match \$16 million in Proposition 13 Seawater Intrusion grant funds, \$10 million in Proposition 50 IRWM grant funds, \$4 million in Proposition 84 IRWM grant funds, and \$11 million in SRF Clean Water funds for the implementation of a \$90 million water recycling program that was implemented in several phases over the last decade. To take full advantage of funding opportunities, the funding strategy needs to consider project phasing and components that allow the submittal of competitive applications for as many components and phases as possible.

#### *Scope of Services*

The Carollo team will provide the following services in support of applying for outside funding, and further defining the requirements for implementation of the City's desalination facility. In doing so, we will build on the work already completed by the City in its Preliminary Initial Study Checklist (RMC, February 2015) and direct our effort towards addressing some of the unanswered questions from that Study. In order to complete this assignment expeditiously and efficiently, we will execute the following tasks concurrently.

#### **Task 1: Funding Analysis (Lead: Gutierrez Consultants)**

Confirm initial research regarding the general availability of applicable funding sources, including SWRCB and DWR (managers of Proposition 1 grant and SRF loan programs). As necessary, conduct in-person or phone meetings with funding agencies. Prepare a planning application for the Drinking Water SRF program seeking low interest financing for all planning, engineering, and environmental documentation work for the project. This application will serve as the basis for application to additional funding sources as they become available, (e.g. Proposition 1 funding through the California Department of Water Resources, scheduled to become available in the fall of 2015).



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We propose to complete this work in a phased approach in order to maximize planning and engineering funding while positioning for anticipated construction funding. The proposed approach involves the immediate submittal of a Drinking Water SRF Planning Application to the SWRCB. The application will seek low interest financing for all planning, engineering and environmental documentation work for the Brackish Water Desalination project.

**Deliverable: Planning application for the Drinking Water SRF program**  
**Estimated Cost: \$25,000**

#### **Task 2: Energy and Brine Disposal Options Analysis (Lead: Carollo)**

Conduct initial research as to the availability of energy supplies for the desalination project, including PG&E and Calpine. Engage in preliminary discussions to explore potential terms of energy purchase agreements. Concurrently, investigate the availability of brine discharge and disposal infrastructure and capacity, and develop a list of potential partners and the associated contractual options for integrated energy supply and brine disposal.

As a third possible brine disposal alternative, depending on how discussions with PG&E and Calpine progress, re-engage in discussions with Delta Diablo Sanitary District (DDSD) for consideration as a backup outfall alternative.

In addition to specific efforts associated with identifying an energy source and brine disposal option for the desalination facility, we will provide engineering planning level support for the funding application and the environmental planning efforts as requested by Gutierrez Consultants and ESA.

**Deliverable: Meeting notes and Draft and Final Technical Memorandum**  
**Estimated Cost: \$45,000**

#### **Task 3: Environmental Permitting Review (Lead: ESA)**

ESA will assist the engineering team with review of environmental permitting issues associated with project implementation, including review of brine management options. ESA will review each identified option with respect NPDES permitting opportunities and constraints, will identify potential sensitive species issues and timing windows relative to proposed operational scenarios, and will identify recommended modeling to support both CEQA EIR development and Section 7 consultation. ESA's scope includes a level of effort scope of work to assist the engineering team in examining the following:

- Review of available information for outfall options, including discharge levels, timing, NPDES permits and existing regulatory agreements.
- Using information from the engineering team, identification of opportunities and constraints relative to NPDES permitting.



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Page 4

- Review of potential effects to sensitive species, including review of existing vs. future operational scenarios. Identify modeling approach, goals, and objectives to meet anticipated regulatory requirements.
- Provide environmental input into identification of preferred outfall option and operational scenario in the context of regulatory requirements.
- Assist in discussions with outfall operators. Develop scope of work for modeling effort.

**Deliverable: Draft and Final Technical Memorandum**  
**Estimated Cost: \$30,000**

***Budget and Schedule***

Carollo will complete the Scope of Services described above for an amount not to exceed \$100,000.

We propose to complete the funding application (Task 1) within 6 weeks (including required Council resolutions for the loan application), and the Energy and Brine Disposal Options Analysis and the Environmental Permitting Review (Tasks 2 and 3) within 3 months after receiving notice to proceed.

We appreciate the opportunity to submit this proposal to the City for this work and we look forward to getting started quickly...It is a very exciting opportunity.

Very truly yours,  
CAROLLO ENGINEERS



Louis J. Carella  
Principal in Charge

## EXHIBIT "B"

### CAROLLO ENGINEERS, INC. FEE SCHEDULE

As of January 1, 2015  
California

	<u>Hourly Rate</u>
<b>Engineers/Scientists</b>	
Assistant Professional	\$169.00
Professional	194.00
Project Professional	230.00
Lead Project Professional	252.00
Senior Professional	273.00
<b>Technicians</b>	
Technicians	119.00
Senior Technicians	167.00
<b>Support Staff</b>	
Document Processing / Clerical	106.00
<b>Project Equipment Communication Expense (PECE) Per DL Hour</b>	<b>11.70</b>
<b>Other Direct Expenses</b>	
Travel and Subsistence	at cost
Mileage at IRS Reimbursement Rate Effective January 1, 2015	\$.575 per mile
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%
Expert Witness	Rate x 2.0

This fee schedule is subject to annual revisions due to labor adjustments.



## Environmental Science Associates & Subsidiaries 2015 Schedule of Fees

### I. Personnel Category Rates

Charges will be made at the Category hourly rates set forth below for time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the Category rate times 1.5.

Labor Category	Level I	Level II	Level III
Senior Director	225	240	255
Director	190	205	215
Managing Associate	165	170	185
Senior Associate	130	140	150
Associate	95	110	120
Project Technicians	75	80	110

- (a) The range of rates shown for each staff category reflects ESA staff qualifications, expertise and experience levels. These rate ranges allow our project managers to assemble the best project teams to meet the unique project requirements and client expectations for each opportunity.
- (b) From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.
- (c) ESA reserves the right to revise the Personnel Category Rates annually to reflect changes in its operating costs.

### II. ESA Expenses

#### A. Travel Expenses

##### 1. Transportation

- a. Company vehicle – IRS mileage reimbursement rate
- b. Common carrier or car rental -- actual multiplied by 1.15

##### 2. Lodging, meals and related travel expenses -- direct expenses multiplied by 1.15



**B. Communications Fee**

In-house costs for phone, e-mail, fax, regular postage, walk-up copier, and records retention – project labor charges multiplied by 3%

**C. Printing/Reproduction Rates**

Item	Rate/page
8 1/2 x 11 b/w	\$0.05
11 x 17 b/w	\$0.10
8 1/2 x 11 color	\$1.00
11 x 17 color	\$2.00
Covers	\$0.50
Binding	\$1.00
HP Plotter	\$25.00
CD	\$10.00
Digital Photography	\$20.00 (up to 50 images)

**D. Equipment Rates**

Item	Rate/Day	Rate/Week	Rate/Month
<b>Project Specific Equipment:</b>			
Vehicles – Standard size	\$ 40 <sup>a</sup>	\$ 180	
Vehicles – 4x4 /Truck	85		
Vehicles – ATV	125		
Laptop Computers	50	200	\$ 600
LCD Projector	200	800	
Noise Meter	50		
Electrofisher	300	1,200	
Sample Pump	25		
Field Traps	40		
Digital Planimeter	40		
Cameras/Video/Cell Phone	20		200
Miscellaneous Small Equipment	5		
Computer Time (i.e. GIS)	120 <sup>b</sup>		
Stilling Well / Coring Pipe (3 inch aluminum)	3/ft		
Backpack Sprayer	25		
Beach Seine	50		
Otter Trawl	100		
Wildlife Acoustics Bat Detector	125	400	
<b>Topographic Survey Equipment:</b>			
Auto Level	40		
Total Station	200	600	
RTK-GPS	300	1,200	
RTK-GPS Smartnet Subscription	50	200	
Trimble GPS	75	350	900
Tablet GPS	100	400	1,000
Level Level	60		
Garmin GPS or equivalent	25		250



Item	Rate/Day	Rate/Week	Rate/Month
<b>Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipment:</b>			
ISCO 2150 Area Velocity Flow Logger	\$ 25	\$ 100	\$ 400
Logging Rain Gage	10	40	125
Marsh-McIlrney Hand-Held Current Meter	60	200	
FloWav Surface Velocity Radar	50	200	
Logging Water Level - Pressure Transducer	10	40	125
Logging Barometric Pressure Logger	10	40	125
Well Probe	20	80	
Bottom-Mounted Tripod / Mooring	25	100	400
Handheld Suspended Sediment Sampler	20		250
<b>Water Quality Equipment:</b>			
Logging Turbidity/Water Level Recorder	\$ 25	\$ 100	\$ 400
In-Situ Troll 8500 logging water quality multiprobe		200	800
Logging Temperature Probe	3	10	40
Hand-Held Turbidity/Recording Conductivity Meter w/Datalogger	60	200	
Refractometer	20	80	
YSI Hand-Held Salinity Meter or pH meter	30	120	
Hand-Held Conductivity/Dissolved Oxygen Probe (YSI 85)	40	160	
Water Quality Sonde			800
YSI 850 with 8920 Multi Probe	180	500	1500
ISCO 6712 Portable Sampler w/ISCO 2105 Module	40	250	900
<b>Sedimentation / Geotechnical Equipment:</b>			
Peat Corer	\$ 75	\$ 300	
80lb Holly-Smith Bedload Sampler with Bridge Crane	175	700	
Suspended Sediment Sampler with Bridge Crane	75	300	
Vibra-core	100	400	
Shear Strength Vane	50	200	
Auger (brass core @ \$ 5/each)	20	80	
<b>Boats:</b>			
14 foot Aluminum Boats with 15 HP Outboard Motor	\$ 100	\$ 400	
Single or Double Person Canoe	30	120	
17' Boston Whaler w/ 90 HP Outboard	500	2,000	
<sup>a</sup> Actual project charges will be either the IRS mileage reimbursement rate or the daily rate, whichever is higher. <sup>b</sup> GIS computer time will be charged at \$16.00 per hour.			

### III. Subcontracts

Subcontract services will be invoiced at cost multiplied by 1.15.

### IV. Other

There shall be added to all charges set forth above amounts equal to any applicable sales or use taxes legally levied in lieu thereof, now or hereinafter imposed under the authority of a federal, state, or local taxing jurisdiction.

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of October 8, 2024

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

**SUBMITTED BY:** Kevin Scudero, Acting Community Development Director *KS*

**APPROVED BY:** Bessie M. Scott, City Manager

**SUBJECT:** Proposed Ordinance Amending Section 9-5.3843 of the Antioch Municipal Code Regarding Restrictions on the Sale and Transfer of Tobacco and Drug Paraphernalia Retailers (LA2024-0001)

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**RECOMMENDED ACTION**

The Planning Commission recommends that the City Council take the following actions:

- 1) Introduce by title only and waive the further reading of the ordinance to adopt text amendments to Section 9-5.3843 of Article 38 (Land Use Regulations) of Chapter 5 (Zoning) of Title 9 (Planning and Zoning) of the Antioch Municipal Code Relating to Tobacco and Paraphernalia Retailers.

**FISCAL IMPACT**

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

**DISCUSSION**

On August 8, 2017 the Antioch City Council adopted Ordinance 2125-C-S defining and establishing zoning regulations for Tobacco and Paraphernalia Retailers. The ordinance included a provision that tobacco or drug paraphernalia retailers that were legally established prior to the adoption of the ordinance could not be sold or transferred after January 1, 2023. At its March 28, 2023 regular meeting, the City Council considered comments from the public, including owners of local retail stores, concerning the feasibility and impact of certain restrictions on the sale of tobacco products as well as the restrictions on the sale or transfer of tobacco businesses. The City Council provided direction to staff to bring back an ordinance amendment removing the provision that legally established tobacco and drug paraphernalia retailers could not be sold or transferred after January 1, 2023.

The attached draft ordinance rescinds the Transfer Restrictions, thereby allowing tobacco retailers and drug paraphernalia retailers to sell or otherwise transfer these businesses, subject to all other applicable laws, and also makes certain additional clarifying changes



to Antioch Municipal Code Section 9-5.3843. As part of this process, staff sent notices to all tobacco retailers in the City of Antioch notifying them of the public hearing.

### **PLANNING COMMISSION ACTION**

On September 18, 2024, the Antioch Planning Commission held a public hearing regarding the proposed ordinance amendment. Two members of the public spoke in support of removing the transfer restrictions, while also requesting additional restrictions on tobacco retailers be removed. The Chair also read into the record three written public comments in support of the proposed ordinance. Upon close of the public hearing, the Antioch Planning Commission voted 4-2, with one Commissioner absent, to recommend City Council approval of the proposed ordinance amendment.

### **ENVIRONMENTAL REVIEW**

The proposed Zoning Text Amendments are exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3), the “Common Sense” Exemption. This exemption can be used when it can be seen with certainty that there is no possibility that the ordinance may have a significant effect on the environment. The ordinance merely amends the Antioch Municipal Code requirements restricting the sale of tobacco or drug paraphernalia retailers. The Amendments are also exempt under CEQA Guidelines section 15064(e), which exempts purely economic regulations.

### **ATTACHMENTS**

- A. Proposed Ordinance
- B. Current Ordinance
- C. City Council Meeting Minutes March 28, 2023

# ATTACHMENT A

## ORDINANCE NO. \_\_

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH, CALIFORNIA, AMENDING SECTION 9-5.3843 OF ARTICLE 38 (LAND USE REGULATIONS) OF CHAPTER 5 (ZONING) OF TITLE 9 (PLANNING AND ZONING) OF THE ANTIOCH MUNICIPAL CODE RELATING TO TOBACCO AND PARAPHERNALIA RETAILERS**

**WHEREAS**, as a duly incorporated municipality under the laws of the State of California, the City of Antioch (the “City”) is empowered to protect, via its police powers, the public health, morals, and welfare;

**WHEREAS**, pursuant to its police powers, the City has adopted an ordinance on March 8, 2022 imposing restrictions on certain retail activities related to tobacco and drug paraphernalia retailers (“Tobacco and Paraphernalia Retailer Restrictions Ordinance”);

**WHEREAS**, the Tobacco and Paraphernalia Restrictions Ordinance is codified in Antioch Municipal Code Section 9-5.3843;

**WHEREAS**, the Tobacco and Paraphernalia Retailer Restrictions Ordinance prohibits, following the effective date of said ordinance, the creation or operation of a tobacco retail business or drug paraphernalia retailer business;

**WHEREAS**, the Tobacco and Paraphernalia Retailer Restrictions Ordinance permits the continued operation of tobacco retailers and drug paraphernalia retailers lawfully established and operating prior to the effective date of said ordinance as non-conforming uses;

**WHEREAS**, among other things, the Tobacco and Paraphernalia Retailer Restrictions Ordinance currently prohibits tobacco retailers and paraphernalia retailers operating as nonconforming uses from selling or otherwise transferring their retail business (“Transfer Restrictions”);

**WHEREAS**, at its meeting of March 28, 2023, the City Council considered public comments from tobacco retailers and paraphernalia retailers regarding the impact of the Transfer Restrictions on such retailers, and directed staff to prepare an ordinance rescinding the Transfer Restrictions; and

**WHEREAS**, at its meeting of September 18, 2024 the Planning Commission of the City adopted a resolution recommending that the City Council adopt this Ordinance rescinding the Transfer Restrictions.

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

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

## ATTACHMENT A

**Section 2. PURPOSE.** The purpose of this Ordinance is to rescind the Transfer Restrictions, thereby allowing tobacco retailers and drug paraphernalia retailers to sell or otherwise transfer these businesses, subject to all other applicable laws, and to make certain additional clarifying changes to Antioch Municipal Code Section 9-5.3843.

**Section 3. REPEAL AND REPLACEMENT.** Title 9, Chapter 5, Article 38, Section 9-5.3843 is hereby repealed in its entirety and replaced with the following:

### **§ 9-5.3843 TOBACCO AND PARAPHERNALIA RETAILERS.**

(A) *Definitions.* For the purposes of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**DRUG PARAPHERNALIA.** Drug paraphernalia shall have that definition set forth in Cal. Health and Safety Code § 11364.5, as it may be amended.

**DRUG PARAPHERNALIA RETAILER.** Any establishment that sells drug paraphernalia as defined herein.

**PERSON.** Any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

~~— **SOLD OR TRANSFERRED.** Any assignment, delegation, designation, sale, or transfer of real property or interests in real property, including but not limited to:~~

~~— (a) A change to the name of the operator on the city business license;~~

~~— (b) A change in the leaseholder of the commercial space;~~

~~— (c) A change to the name listed on any other official government document related to the business.~~

### **TOBACCO PRODUCT.**

(a) 1. A product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff.

2. Any device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, vaporizer pen, or hookah.



## ATTACHMENT A

3. Any component, part, or accessory of a tobacco product, whether or not sold separately.

(b) **TOBACCO PRODUCT** does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

**TOBACCO RETAILER.** Any establishment that sells tobacco products as defined herein.

(B) *Tobacco retailers prohibited.* It is unlawful for any person to cause or permit the creation of, or operation of, a tobacco retailer. The operation of a tobacco retailer shall constitute a public nuisance subject to abatement under this code.

(C) *Drug paraphernalia retailers prohibited.* It is unlawful for any person to cause or permit the creation of, or operation of, a drug paraphernalia retailer business. The operation of a drug paraphernalia retail business shall constitute a public nuisance subject to abatement under this code.

(D) *Nonconforming uses.*

(1) Tobacco retailers or drug paraphernalia retailers lawfully established and operating prior to the effective date of ~~this Ordinance 2125 C-S section~~ may continue to operate as nonconforming uses.

~~—(2) Those tobacco retailers having 20% or more of their floor area devoted to the sale or display of tobacco products or drug paraphernalia retailers are subject to the following additional provisions:~~

~~—(a) The tobacco retailer or drug paraphernalia retailer may be sold and transferred at any point prior to January 1, 2023.~~

~~—(b) From January 1, 2023 onward, the tobacco retailer or drug paraphernalia retailer may not be sold or transferred.~~

(23) All nonconforming tobacco retailers and drug paraphernalia retailers shall comply with state regulations regarding the sale of tobacco products and drug paraphernalia, as these laws may be amended from time to time.

(E) *Exceptions.*

(1) The prohibition described in division (~~CB~~) above shall not apply to the following:

(a) Any pharmacist or other authorized person who sells or furnishes drug paraphernalia upon the prescription of a physician, dentist, podiatrist, or veterinarian as permitted by law.

## ATTACHMENT A

(b) Any physician, dentist, podiatrist, or veterinarian who furnishes or prescribes drug paraphernalia to his or her patients as permitted by law.

(c) Any manufacturer, wholesaler, or retailer licensed by the Board of Pharmacy to sell or transfer drug paraphernalia as permitted by law.

(2) The prohibitions described in division (B) and (C) above shall not apply to the following:

(~~a~~) Any tobacco retailer or drug paraphernalia retailer operating with a valid use permit issued by the city prior to the effective date of Ordinance 2125-C-S. Consistent with Ordinance 2125-C-S, such tobacco retailer or drug paraphernalia retailer shall continue to be a nonconforming use and subject to all provisions of this section and the Municipal Code.

(~~32~~) The following business types shall be permitted to sell tobacco products subject to approval of a use permit in zoning districts where such business types are allowed under the Zoning Code:

(a) Convenience stores when ancillary to a gas station and having less than 20% of their sales area devoted to tobacco products.

1. The sale of drug paraphernalia is prohibited.

(b) Retail businesses larger than 5,000 square feet with less than 5% of their sales area devoted to tobacco products.

(c) Notwithstanding (a) or (b) above, a new use permit shall not be issued for a business that is located within 1,000 feet of any school, public park, playground, recreational center, or child care center.

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

**Section 5. SEVERABILITY.** Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unreasonable, or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

**Section 6. PUBLICATION; EFFECTIVE DATE.** This Ordinance shall take effect and be enforced within thirty (30) days from and after the date of its adoption

## ATTACHMENT A

by the City Council at a second reading and shall be posted and published in accordance with the California Government Code.

**I HEREBY CERTIFY** that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 8<sup>th</sup> day of October 2024, and passed and adopted at a regular meeting thereof, held on the \_\_\_\_\_, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

**ATTEST:**

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



# ATTACHMENT B

## ORDINANCE NO. 2125-C-S

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH DEFINING AND ESTABLISHING ZONING REGULATIONS FOR TOBACCO AND PARAPHERNALIA RETAILERS

**SECTION 1. Findings.** The Antioch City Council hereby finds, determines and declares as follows:

**A.** The City of Antioch holds the right to make and enforce all laws and regulations not in conflict with general laws, and the City holds all rights and powers established by state law.

**B.** On April 22, 2014, the City Council adopted Ordinance No. 2086-C-S extending a moratorium on Tobacco and Paraphernalia Retailers pursuant to findings regarding a current and immediate threat to the public health, safety and welfare from the effects and impacts of Tobacco and Paraphernalia Retailers, including but not limited to incidents involving burglary and attempted burglary, armed robbery, fights and disturbances including those involving juveniles, petty theft, assault, threats, loitering, panhandling, harassment, stolen vehicles, and passing counterfeit bills. The findings in Ordinance No. 2086-C-S are incorporated into this ordinance.

**C.** The Planning Commission conducted a duly noticed public hearing on May 17, 2017 at which time a resolution was approved to initiate and recommend to the City Council that this ordinance be adopted. The City Council held duly noticed public hearings on June 27, 2017 and July 25, 2017 at which time all interested persons were allowed to address the Council regarding adoption of this ordinance.

**D.** The City Council finds that the public necessity, convenience, and general welfare require a prohibition on the establishment and operation of any new tobacco and/or paraphernalia retailers, and require regulations providing that established tobacco and/or paraphernalia retailers may continue as legal nonconforming uses, and that legal nonconforming tobacco and/or paraphernalia retailers may not sell or transfer the business after January 1, 2023. These amendments are not detrimental to properties within Antioch because potential financial impacts to existing tobacco and paraphernalia retailers would be nominal due to the minimal initial investment required to establish a tobacco or paraphernalia retailer, and because existing businesses may continue to operate indefinitely. Tobacco and paraphernalia retailers typically operate within existing retail spaces and do not require special equipment, plumbing or electrical upgrades, or other substantial start-up costs. In 2016, all eleven of the existing tobacco and/or paraphernalia retailers in the City reported to the Finance Department average gross receipts of \$189,170. Over a period of five years, a typical tobacco and/or paraphernalia retailer would generate \$945,000 in gross receipts. As such, a typical retailer would realize profits even if the retailer only operated as a tobacco and/or paraphernalia retailer for five years. The City Council finds that the prohibition on transfer or sale of retailers will eventually reduce the number of tobacco and paraphernalia retailers in Antioch thereby serving significant public health and welfare



## ATTACHMENT B

benefits while ensuring no detrimental impacts to established retailers who may continue operating indefinitely. The amendments allow established retailers the opportunity to generate profits for as long as they continue to operate.

E. The City Council finds that the Municipal Code amendments are in conformance with the Antioch General Plan.

**SECTION 2.** Title 5, Chapter 16 is hereby repealed.

**SECTION 3.** Title 6, Chapter 8, Section 6-8.14 is hereby repealed.

**SECTION 4.** Section 9-5.203 is hereby amended to repeal the definitions of *TOBACCO AND PARAPHERNALIA RETAILER*.

**SECTION 5.** Title 9, Chapter 5, Section 9-5.203, definition of *TOBACCO PRODUCT* is hereby repealed and replaced with the following language:

### *TOBACCO PRODUCT*

(A) A product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff.

(B) Any device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, vaporizer pen, or hookah.

(C) Any component, part, or accessory of a tobacco product, whether or not sold separately. *TOBACCO PRODUCT* does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

**SECTION 6.** Title 9, Chapter 5, Article 38, Section 9-5.3843 is hereby repealed in its entirety and replaced with the following language, with no other amendments to this Section:

### **9-5.3843 TOBACCO AND PARAPHERNALIA RETAILERS**

#### **(A) DEFINITIONS**

*DRUG PARAPHERNALIA.* Drug paraphernalia shall have that definition set forth in California Health and Safety Code section 11364.5, as it may be amended.

*DRUG PARAPHERNALIA RETAILER.* Any establishment that sells drug paraphernalia as defined herein.

*PERSON.* Any natural person, partnership, cooperative association, corporation,



## ATTACHMENT B

personal representative, receiver, trustee, assignee, or any other legal entity.

**SOLD OR TRANSFERRED.** Any assignment, delegation, designation, sale, or transfer of real property or interests in real property, including but not limited to (1) A change to the name of the operator on the City of Antioch business license; (2) A change in the leaseholder of the commercial space; (3) A change to the name listed on any other official government document related to the business.

### **TOBACCO PRODUCT.**

(A) A product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff.

(B) Any device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, vaporizer pen, or hookah.

(C) Any component, part, or accessory of a tobacco product, whether or not sold separately. TOBACCO PRODUCT does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

**TOBACCO RETAILER.** Any establishment that sells tobacco products as defined herein.

### **(B) TOBACCO RETAILERS PROHIBITED.**

It is unlawful for any person to cause or permit the creation of, or operation of, a tobacco retailer. The operation of a tobacco retailer shall constitute a public nuisance subject to abatement under this Code.

### **(C) DRUG PARAPHERNALIA RETAILERS PROHIBITED.**

It is unlawful for any person to cause or permit the creation of, or operation of, a drug paraphernalia retailer business. The operation of a drug paraphernalia retail business shall constitute a public nuisance subject to abatement under this Code.

### **(D) NONCONFORMING USES.**

(1) Tobacco retailers or drug paraphernalia retailers lawfully established and operating prior to the effective date of this ordinance may continue to operate as nonconforming uses.

(2) Those tobacco retailers having twenty percent or more of their floor area devoted to the sale or display of tobacco products or drug paraphernalia retailers are subject to the following additional provisions:

(a) The tobacco retailer or drug paraphernalia retailer may be sold and transferred at any point prior to January 1, 2023.

(b) From January 1, 2023 onward, the tobacco retailer or drug paraphernalia retailer may not be sold or transferred.



## ATTACHMENT B

(3) All nonconforming tobacco retailers and drug paraphernalia retailers shall comply with State regulations regarding the sale of tobacco products and drug paraphernalia, as these laws may be amended from time to time.

### (E) EXCEPTIONS.

(1) The prohibition described in 9-5.3843 subdivision (B) shall not apply to the following:

(a) Any pharmacist or other authorized person who sells or furnishes drug paraphernalia upon the prescription of a physician, dentist, podiatrist, or veterinarian as permitted by law.

(b) Any physician, dentist, podiatrist, or veterinarian who furnishes or prescribes drug paraphernalia to his or her patients as permitted by law.

(c) Any manufacturer, wholesaler, or retailer licensed by the Board of Pharmacy to sell or transfer drug paraphernalia.

(d) Any tobacco retailer or drug paraphernalia retailer operating with a valid Use Permit issued by the City.

(2) The following business types shall be permitted to sell tobacco products subject to approval of a Use Permit in zoning districts where such business types are allowed under the Zoning Code:

(a) Convenience stores when ancillary to a gas station and having less than 20% of their sales area devoted to tobacco products.

(i) The sale of drug paraphernalia is prohibited.

(b) Retail businesses larger than 5,000 square feet with less than 5% of their sales area devoted to tobacco products.

(c) A Use Permit shall not be issued for a business that is located within 500 feet of any school, public park, playground, recreational center, or child care center.

### **SECTION 7. CEQA.**

This Ordinance will not have a significant effect on the environment pursuant to CEQA Guidelines sections 15060(c)(2) and 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance will result in a physical change in the environment or a significant effect on the environment. The Ordinance will not expand the range of uses permitting in the Zoning Code nor will it increase the development intensity of uses authorized in the Zoning Code.

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### **SECTION 8. Publication; Effective Date.**

This Ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption by the City Council at a second reading and shall be posted and published in accordance with the California Government Code.

### **SECTION 9. Severability.**

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

\* \* \* \* \*

I **HEREBY CERTIFY** that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Antioch held on the 25<sup>th</sup> day of July 2017, and passed and adopted at a regular meeting thereof, held on the 8<sup>th</sup> day of August 2017, by the following vote:

**AYES:** Council Members Wilson, Tiscareno, Ogorchock and Mayor Wright

**NOES:** None

**ABSENT:** Council Member Thorpe



\_\_\_\_\_  
Sean Wright, Mayor, City of Antioch

**ATTEST:**



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

## ATTACHMENT C

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

**Special/Regular Meeting**  
**5:00 P.M.**

**March 28, 2023**  
**Council Chambers**

#### **4:15 P.M. - CLOSED SESSION**

Mayor Thorpe called the Closed Session to order at 4:15 P.M. and Acting City Clerk Rosales called the roll.

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

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – pursuant to Government Code section 54956.9: Lim v. City of Antioch, United States District Court, Case No. CV-22-04067-LB.
2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – pursuant to Government Code section 54956.9: Frank Sterling v. City of Antioch, et al., United States District Court, Northern District of California, Case No. 3:22-cv-07558-TSH.

**PUBLIC COMMENTS** – None

#### **ADJOURNED TO CLOSED SESSION**

Mayor Thorpe adjourned to Closed Session at 4:16 P.M.

#### **5:00 P.M. SPECIAL MEETING/STUDY SESSION**

Mayor Thorpe called the Special Meeting/Study Session to order at 5:15 P.M. and Acting City Clerk Rosales called the roll.

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

#### **PLEDGE OF ALLEGIANCE**

Mayor Thorpe led the Pledge of Allegiance.

#### **SM-1. FISCAL YEAR 2023-25 BUDGET DEVELOPMENT**

Mayor Thorpe explained that this meeting was to review baseline and budget projections. He noted Council would then determine their priorities.



Finance Director Merchant presented the staff report dated March 28, 2023, recommending the City Council provide feedback and direction regarding the budget development information provided for the Fiscal Year 2023-25 Budget.

**PUBLIC COMMENT – None**

Finance Director Merchant explained the Budget Stabilization Fund was for years when needed to balance the budget and Council could set a goal for the utilization of those funds.

Mayor Thorpe requested a discussion for utilization of the Budget Stabilization Fund be brought back to the next Council meeting.

Councilmember Torres-Walker thanked Finance Director Merchant for the presentation and comprehensive report.

In response to Councilmember Torres-Walker, Finance Director Merchant explained vacancy savings for the Antioch Police Department rolled back into General Fund reserves; however, all other department vacancy savings went into One Time Revenues.

In response to Councilmember Barbanica, Finance Director Merchant provided the figures for the Budget Stabilization Fund and current reserves.

**MOTION TO ADJOURN SPECIAL MEETING/STUDY SESSION**

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously adjourned the Special Meeting/Study Session at 5:42 P.M.

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

Mayor Thorpe called the meeting to order at 7:00 P.M., and City Clerk Householder called the roll.

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

**PLEDGE OF ALLEGIANCE**

Mayor Thorpe led the Pledge of Allegiance.

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

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**, City Council approved a settlement in the amount of \$90,000, by a 5-0 vote; and, **#2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**, no reportable action.

## 1. PROCLAMATION

### *Prescription Drug Abuse Awareness Month, March 2023*

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica, the City Council unanimously approved the Proclamation.

A representative from BAART and MEDS Coalition accepted the *Prescription Drug Abuse Awareness Month* proclamation and thanked the City Council for the recognition.

## 2. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Recreation Supervisor Wright announced the following civic and community event.

- Egg-Stravaganza & Rec Expo – April 8, 2023

## PUBLIC COMMENTS

Andrew Becker requested the City provide stronger support, services, and resources for the community.

Ralph Hernandez, Antioch resident, clarified that comments he had made at a previous Council meeting were not racial and encouraged anyone questioning his comments ask for clarification. He spoke in support of the Antioch Police Department.

Gary Welch requested the City provide traffic control measures along West 10<sup>th</sup> Street. He asked his District Councilmember to reach out to him regarding this request.

Leslie May spoke to previous public comment, Robert's Rules of Order, and the Brown Act. She urged Council to form a committee to discuss reparations. She wished her daughter a Happy Birthday.

Frank Sterling requested the Council consider bringing back the zoom option for Council meetings. He referenced an article in a local newspaper regarding the Antioch Police Department and the release of information under SB1421.

Stacey Wright, Antioch resident, requested traffic control measures along Canada Valley Road.

Kathryn Wade requested the Antioch Police Department release reports and dispatch calls involving her son.

Patricia Granados, Antioch resident, requested the City levy fines against a resident for attempting to remove a tree without a tree removal permit. She suggested the City conduct an investigation of the AUSD.

**CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS**

Councilmember Wilson reported on her attendance at Delta Diablo and Tri Delta Transit meetings.

Councilmember Torres-Walker announced meetings for the CDBG Standing Committee, Cannabis Standing Committee and Human Rights and Racial Equity Committee would be scheduled soon. She reported on her attendance at a meeting with staff regarding violence prevention efforts. She announced she would also be meeting with staff to discuss “L” Street improvements and other traffic concerns in District 1. She discussed her ongoing efforts to advocate for street improvements in District 1.

**MAYOR’S COMMENTS**

Mayor Thorpe reported on his attendance at Tri Delta and CCTA meetings. He reported there had been a soft launch of some programs including the Community Crisis Response Team. He announced the City would be receiving the Certificate of Occupancy for the Executive Inn project very soon. He discussed the decommissioning of the Antioch Amtrak station in favor of the Oakley Station and expressed concern that information was withheld from elected officials in Antioch as well as other local dignitaries regarding that action. In response to public comment, he stated the City could look at Canada Valley Road for traffic calming measures and clarified that the Council did not oversee AUSD. Additionally, he commented that City Attorney Smith would be looking into claims made in a local newspaper. He discussed his father’s illness and noted that he would be starting the process of changing his name to include his father’s last name. He added that due to his father’s illness he may be absent from future meetings, and he asked the public to respect his privacy.

- 3. CONSENT CALENDAR for City/City Council Members acting as Housing Successor to the Antioch Development Agency**
  - A. APPROVAL OF COUNCIL MEETING MINUTES FOR FEBRUARY 14, 2023**
  - B. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR FEBRUARY 23, 2023**
  - C. APPROVAL OF COUNCIL MEETING MINUTES FOR FEBRUARY 28, 2023**
  - D. APPROVAL OF COUNCIL MEETING MINUTES FOR MARCH 14, 2023**
  - E. APPROVAL OF COUNCIL SPECIAL MEETING/CLOSED SESSION MINUTES FOR MARCH 17, 2023**
  - F. APPROVAL OF COUNCIL WARRANTS**
  - G. 2022 ANNUAL HOUSING ELEMENT PROGRESS REPORT, HOUSING SUCCESSOR ANNUAL REPORT AND PROGRESS REPORT FOR THE GENERAL PLAN**



- H. **RESOLUTION NO. 2023/45 MEMORANDUM OF UNDERSTANDING WITH THE ANTIOCH HISTORICAL SOCIETY FOR CHARITABLE BINGO OPERATIONS AT THE ANTIOCH SENIOR CENTER**
- I. **RESOLUTION NO. 2023/46 AWARD OF AN AGREEMENT FOR PRINT AND MAIL SERVICES FOR UTILITY BILLING RFP 946-0203-23G**
- J. **RESOLUTION NO. 2023/47 ACCEPTING COMPLETED IMPROVEMENTS AND THE RELEASE OF BONDS FOR AMCAL FAMILY/SENIOR APARTMENTS (P.W. 371-RA-57)**
- K. **RESOLUTION NO. 2023/48 FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH KLEINFELDER, INC. FOR SERVICES RELATED TO THE WATER MAIN REPLACEMENT AT VARIOUS LOCATIONS PROJECT (P.W. 503-19)**
- L. **RESOLUTION NO. 2023/49 INITIATE PREPARATION OF THE STREET LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT CITY ENGINEER'S REPORT FOR FISCAL YEAR 2023/24**
- M. **RESOLUTION NO. 2023/50 ESTABLISHING THE RATE PER EQUIVALENT RUNOFF UNIT FOR FISCAL YEAR 2023/24 AND REQUESTING THE CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT TO ADOPT AN ANNUAL PARCEL ASSESSMENT FOR DRAINAGE MAINTENANCE AND THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM PROGRAM**

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker, the City Council unanimously approved the Council Consent Calendar.

#### **COUNCIL REGULAR AGENDA**

#### **4. SALES TAX CITIZENS' OVERSIGHT COMMITTEE APPOINTMENTS FOR THE VACANCIES EXPIRING MARCH 2026**

City Clerk Householder announced that Mayor Thorpe nominated Seanzell Lewis as a member of the Sales Tax Citizens' Oversight Committee for a vacancy expiring March 2026.

City Clerk Householder read Seanzell Lewis's biography.

#### **RESOLUTION NO. 2023/51**

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica, the City Council unanimously appointed Seanzell Lewis by resolution as a member of the Sales Tax Citizens' Oversight Committee for a vacancy expiring March 2026.

Seanzell Lewis thanked the City Council for the opportunity to serve.

City Clerk Householder administered the Oath of Office to Mr. Lewis.

*Mayor Thorpe called on Andrew Becker to make his public comment on Consent Calendar Item 3-G.*

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

***ITEM G*** - Andrew Becker expressed concern that he had submitted a speaker card for this item, and he was not allowed to speak prior to Council taking action. He also expressed concern that the timeline had changed within the progress report.

**4. SALES TAX CITIZENS' OVERSIGHT COMMITTEE APPOINTMENTS FOR THE VACANCIES EXPIRING MARCH 2026 – Continued**

City Clerk Householder announced that Mayor Thorpe nominated Erika Raulston as a member of the Sales Tax Citizens' Oversight Committee for a vacancy expiring March 2026.

City Clerk Householder read Erika Raulston's biography.

**[RESOLUTION NO. 2023/51]**

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica, the City Council unanimously appointed Erika Raulston by resolution as a member of the Sales Tax Citizens' Oversight Committee for a vacancy expiring March 2026.

City Clerk Householder administered the Oath of Office to Erika Raulston.

**5. TOBACCO ORDINANCE DISCUSSION**

Acting City Manager Ebbs presented the staff report dated March 28, 2023, recommending the City Council receive and file this report and offer any questions or direction to staff.

Ralph Hernandez, Antioch resident, spoke in support of allowing tobacco retailers to transfer their investments and requested Council remove restrictions on products these businesses were allowed to sell.

Amaya Wooding, LGBTQ Minus Tobacco, Jimmy Ancira, Contra Costa Tobacco Prevention Coalition and LGBTQ Minus Tobacco, Brian Davis LGBTQ Minus Tobacco and Contra Costa County Tobacco Prevention Coalition and Isabelle Kirske, Contra Costa County Tobacco Prevention Project, spoke in support of Antioch's current policies related to the sale of tobacco products.

Gurtej Singh, Tobacco Retail Business Owner, Kathryn Wade, Ralph Hernandez on behalf of Baldev Singh, Vipin Khanna, Jasbir Sooch, Nisha Toor, Shlok Soosh, Kaya Toor and Monica

Castaneda discussed the negative effect the tobacco ordinance had on tobacco retailers and spoke in support of removing restrictions on products these businesses were allowed to sell.

Mayor Thorpe read written comment submitted by the following individuals in support of removing restrictions on products tobacco retailers were allowed to sell: Jaspreet and Ajit Sooch, Antioch residents.

Sam Sohota discussed the negative effect the tobacco ordinance had on tobacco retailers and spoke in support of removing restrictions on products these businesses were allowed to sell. He also asked for the removal of the restriction preventing tobacco retailers from transferring or selling their businesses.

Leslie May encouraged tobacco retailers to expand their businesses to sell other products.

Public comment submitted in writing was entered into the record from the following individual: Amaya Wooding, Project Coordinator, LGBTQ Minus Tobacco.

Councilmember Ogorchock gave a history of the tobacco ordinance and explained that after YTAPP reached out to discuss other restrictions, Council made changes without the retailers informing the City on the negative impacts those changes would have on their businesses. She noted tobacco retailers were now asking for reconsideration of the ordinance as it related to the local restrictions and allowing them to transfer their businesses.

Mayor Thorpe and Councilmember Wilson stated their position on the ordinance remained the same and they did not support any revisions at this time.

Councilmembers Barbanica, Torres-Walker and Ogorchock felt the ordinance was overly restrictive and placed an undue burden on tobacco retailers and their families. They felt the City should follow state law making restrictions equal to all other jurisdictions within the State.

Following discussion, Council consensus supported rescinding local restrictions #4-6. They also supported allowing people owning a qualifying Tobacco Retailer to sell or transfer the business to another party.

Mayor Thorpe stated he would work with staff to bring this item back to Council. He reminded retailers to continue to follow the ordinance as it remained in effect.

## **6. RENTAL INSPECTION PROGRAM INFORMATION**

Acting City Manager Ebbs presented the staff report dated March 28, 2023, recommending the City Council receive and file this report and offer any questions or direction to staff.

Leslie May and Devin Williams spoke in support of reestablishing the Rental Inspection Program. Mr. Williams expressed concern that inspections could be used to intimidate tenants and questioned who would monitor the required improvements.



Councilmember Torres-Walker spoke in support of amending the Municipal Code and directing the focus on multifamily rental units and corporate landlords.

Councilmember Wilson agreed with Councilmember Torres-Walker and discussed the importance of having a fair program that would not be used to retaliate against tenants.

Acting City Manager Ebbs stated there would be scheduled annual inspections relieving the tenant from having to file a complaint risking retaliation. He noted the intent of the inspection was not to intimidate or harass the tenant and was only to assess the physical condition of the property. He further noted if there were violations of the housing or building code, it was the obligation of the property owner to correct. He commented that the program would create incentive to maintain properties. He stated he would be happy to bring something back to Council reflecting their direction.

Mayor Thorpe reported tenant complaints he received were regarding large complexes in Antioch.

Councilmember Ogorchock explained when an individual rented a home, an inspection of property was completed, and a form was signed by the owner, renter and agent. She suggested if this item came back, those forms be utilized to certify the condition of properties. She requested staff look at local jurisdictions to determine how they were addressing this issue. She suggested four Code Enforcement Officers be HUD certified, to serve as the inspection team under the Public Safety and Community Resources Department.

Acting City Manager Ebbs stated the inspection team could be fluid with specialized certification. He stated he felt this team would be better housed in Code Enforcement because they already had experience.

Councilmember Barbanica cautioned that if a house was documented in good condition when the tenant moved in, and Code Enforcement found substantial damage, it could spark evictions. He stated he supported a Rental Inspection Program.

Councilmember Torres-Walker stated renters should be educated on how to document the condition of the property prior to signing a lease. She commented that if a property was documented in good condition and an annual rental inspection found the property damaged, she would support an eviction.

Councilmember Barbanica clarified that as a society, blame was typically placed on the landlord and there were some tenant responsibilities. He noted the reality was that there was going to be accountability on both sides.

Following discussion, the City Council unanimously supported the following:

- Reinstating the rental inspection program
- The current Code Enforcement structure would run the program

- Code Enforcement Officers would be required to have HUD certification
- The focus was on Multifamily (Councilmember Barbanica abstained from the discussion on this item due to conflict of interest)

In response to Councilmember Torres-Walker, Acting City Manager Ebbs stated he could provide Council with data regarding how many owners/corporations owned more than five single family residences.

Councilmember Barbanica requested staff investigate whether there were landlords not pulling business licenses.

## **7. DEPARTMENT OF PUBLIC SAFETY AND COMMUNITY RESOURCES (P.W. 289-15)**

Acting Director of Public Works/City Engineer Buenting and Bruce Playle, Indigo / Hammond & Playle Architects, LLP, presented the staff report dated March 28, 2023, recommending the City Council provide direction for the design approval and funding of the Department of Public Safety and Community Resources.

Julianne Davis, Gary Welsh and Leslie May expressed concern regarding parking and traffic in the area of the proposed project and requested the City address traffic calming measures prior to adding more traffic to the area.

Councilmember Torres-Walker and Wilson stated this place of service was needed and it would uplift the community. They noted the intent was to address traffic safety prior to it being opened to the public. They urged Council to support the request.

In response to Councilmember Torres-Walker, Director of Public Safety and Community Resources Johnson stated staff hoped to seek funding from other sources and they were confident that they would find some funding.

Councilmember Barbanica stated he wanted to discuss the City's budget prior to committing funding for this project.

Councilmember Ogorchock spoke in support of the building design. She stated she wanted the Council to consider the budget and funding needed for "L" Street improvements, prior to moving forward with this project.

In response to Councilmember Torres-Walker, Acting Director of Public Works/City Engineer Buenting stated staff was looking for feedback regarding the project design. He noted construction was unfunded and moving forward they needed some commitment to the funds. He further noted he understood the hesitancy at a time when Council was considering the budget. He reported preliminary traffic calming plans had been drawn up and they were looking for a grant for the improvements, and they were also waiting to consult with the Antioch Police Department to make sure they were in agreement.

Mayor Thorpe added that as soon as those items were completed, Acting Director of Public Works/City Engineer would provide Council with an update on traffic calming measures.

Acting City Manager Ebbs stated if Council supported the project design, he would request they allow staff to explore financing options.

City Attorney Smith added that this item was not prepared for a full commitment of funds.

Mayor Thorpe commented that there may be an opportunity to work with the County regarding incorporating a new library facility into this building. He cautioned that historically cost projections increased and the City needed to budget accordingly. He spoke in support of the project, noting that this area of the City had historically been under resourced.

Councilmembers Barbanica and Ogorchock stated they could not support the project until a funding source was identified. Councilmember Ogorchock suggested that the library site on 18<sup>th</sup> Street may be a viable location for the Public Safety and Community Resources department.

Following discussion, Council consensus supported the Department of Public Safety and Community Resources project.

#### **8. ECONOMIC DEVELOPMENT COMMISSION REVIEW OF PAST PURPOSE AND FUTURE VALUE**

Director of Economic Development Reed presented the staff report dated March 28, 2023, recommending the City Council discuss the future relevance of the Economic Development Commission.

Lemuel del Castillo, Tim McCall and Kelly Kalfsbeek, Economic Development Commissioners, spoke to the value of their work on the Economic Development Commission (EDC) and requested Council support continuing with the EDC.

Ralph Hernandez expressed concern about the number of businesses that had closed in Antioch and the value of getting assistance from the EDC to retain and attract business.

Public comment submitted in writing was entered into the record from the following individual: Tim McCall.

Councilmember Torres-Walker stated she supported reinstating the EDC with strategic planning and in partnership with the Chamber of Commerce.

Director of Economic Development Reed commented that the EDC was underutilized; however, there had been distractions when it came to presenting to Council. He noted former members discussed the EDC becoming a committee not subject to the Brown Act and there may be value in making the EDC an advisory committee to give them freedom for site visits. He noted the



Chamber CEO had expressed interest in being appointed to the Commission. He spoke in support of reforming the EDC as an advisory committee.

Councilmember Wilson suggested looking at Economic Development regionally.

City Attorney Smith explained that if the EDC became a committee in the policy advisory process, they were still required to follow the Brown Act.

Mayor Thorpe suggested reducing the membership of the Committee/Commission to five and developing a workgroup to determine the role of the EDC moving forward.

Councilmembers Torres-Walker and Wilson offered to work with current EDC members and the Chamber of Commerce to define the role of the Commission/Committee.

Following discussion, Council consensus directed staff to bring back the formation of an Economic Development Ad Hoc Committee to determine the role of the EDC.

Director of Economic Development Reed responded that he would work with City Attorney Smith on the formation of an Ad Hoc Committee.

**PUBLIC COMMENT – None**

### **STAFF COMMUNICATIONS**

Acting City Manager Ebbs thanked Council for allowing him to serve as Acting City Manager.

Mayor Thorpe thanked Acting City Manager Ebbs for serving as Acting City Manager.

### **COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS**

Councilmember Ogorchock requested staff investigate the lack of parking spaces at the marina as well as the flooding issues. She also requested restrictions on donation flyers be revisited since she had witnessed them showing up in neighborhoods.

Councilmember Wilson requested staff revisit the restriction on donation bins since she had witnessed them returning.

Councilmember Torres-Walker thanked the public for their attendance and comments this evening. She requested Council reconsider allowing Zoom meetings for the public.

Councilmember Barbanica requested an update of his request for the City to consider a sole source provider that had offered to tow abandoned motorhomes and pick up debris from roadways, free of charge.

**ADJOURNMENT**

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council unanimously adjourned the meeting at 10:55 P.M.

Respectfully submitted:

Kitty Eiden  
KITTY EIDEN, Minutes Clerk

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of October 8, 2024

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

**SUBMITTED BY:** Patrick Wentz, Interim Police Captain

**APPROVED BY:** Brian Addington, Interim Chief of Police

**SUBJECT:** Violence Reduction Initiative That Includes a Budget Allocation of Up to \$500,000

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution:

1. Authorizing the payment of double-time for Antioch Police Officer's Association Members for working extra shifts in designated areas of the City to reduce violence as directed by the Chief of Police or his/her designee;
2. Authorizing the City Manager to enter into agreements, approved as to form by the City Attorney's Office, to pay regional municipalities \$200 per hour to send officers to work shifts in designated areas to reduce violence; and
3. Allocating up to \$500,000 to fund this violence reduction initiative.

**FISCAL IMPACT**

The proposed violence reduction initiative would require an allocation of up to \$500,000 from the City's general fund or other available funding sources. This amount will cover the cost of paying double-time wages to Antioch Police Officer's Association Members working extra shifts and the \$200 per hour payment to officers from regional municipalities.

**DISCUSSION**

The City of Antioch has experienced an increase in shootings and overall violence in specific areas over the past 30 days. To address this issue, the Antioch Police Department proposes a temporary initiative to reduce violence by increasing police presence in these high-crime areas. Due to low staffing levels, the Antioch Police Department currently does not have enough personnel to handle the current police workload (call volume and investigative efforts) while also dedicating resources to these crime-reduction efforts, making this temporary initiative necessary.



This temporary initiative involves:

1. Paying sworn Antioch Police Department employees, excluding the Chief of Police and Captains, double-time wages to work extra shifts in the designated areas.
2. Entering into agreements with neighboring municipalities to pay \$200 per hour for their officers to work extra shifts in the designated areas.

Antioch employees working their regular shifts will handle the daily calls for service. In contrast, the sworn Antioch Police Department employees who work extra overtime shifts and the allied officers will focus on maintaining a highly visible police presence and conducting crime reduction efforts in the designated areas without being assigned to routine police matters. The increased presence of law enforcement is expected to deter criminal activity and improve public safety in these areas.

The recommended duration of the Violence Reduction Initiative is twelve (12) months.

### **ALTERNATIVES**

The City Council may choose to:

1. Approve the recommended action as proposed.
2. Modify the proposed initiative or the allocated funding amount.
3. Decline the proposal and seek alternative solutions to address violence in the city.

### **ATTACHMENTS**

A. Resolution

**ATTACHMENT “A”**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AUTHORIZING THE VIOLENCE REDUCTION INITIATIVE**

**WHEREAS**, the City of Antioch is committed to reducing violence and ensuring the safety of its residents;

**WHEREAS**, the Police Department has identified designated areas within the city that would benefit from an increased sworn law enforcement presence for the next twelve months;

**WHEREAS**, the City Council recognizes the need to allocate funds to support a violence reduction initiative;

**WHEREAS**, the City Council has considered temporarily paying Antioch Police Officers Association Members excluding the Chief of Police and Captains, double time wages to work extra shifts; and

**WHEREAS**, the City Council has also considered the value of working with neighboring municipalities by compensating their officers \$200 per hour to assist in this initiative.

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

1. The City Council authorizes the temporary payment of double-time wages to sworn Antioch Police Department employees, excluding the Chief of Police and Captains, for working extra shifts in designated areas to reduce violence.
2. The City Manager is authorized to enter into agreements, approved as to form by the City Attorney’s Office, to pay regional municipalities \$200 per hour for their officers to work extra shifts in the city’s designated areas.
3. The City Council allocates up to \$500,000 to fund this violence reduction initiative.

\* \* \* \* \*

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

October 8, 2024

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**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch, at a regular meeting thereof, held on the 8th day of October 2024 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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